

REQUEST FOR PROPOSAL (RFP-BD-2019-054)



Empowered lives.
Resilient nations.

NAME & ADDRESS OF FIRM	DATE: November 13, 2019
	REFERENCE: RFP-BD-2019-054

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring a firm to Conduct Project Feasibility Study for Municipal Markets.**

Proposals shall be submitted on or before 04.30 pm (local BD Time) on 4th December 2019.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before the deadline indicated by UNDP e-Tendering system. Bid must be submitted using online e-Tendering system at the link furnished below:

<https://etendering.partneragencies.org>; by using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest

Password: why2change

And follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of **120 days**. You kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it is submitted into the system within deadline. e system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (*with file name less than 60 characters*) in PDF format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, will not be considered for evaluation.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements. The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP. UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond uct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Sonia Mehzabeen
Operations Manager
11/13/2019

Description of Requirements

Context of the Requirement	Hiring a firm to Conduct Project Feasibility Study for Municipal Markets.
Implementing Partner of UNDP	UNCDF
Brief Description of the Required Services	<p>Consulting Firm to undergo two separate feasibility and bankability assessments for two markets. To assess complete feasibility of two project(s) and make recommendations for its development. Such as:</p> <ul style="list-style-type: none"> • Set key performance indicators (technical, economic, social, environmental, legal and financial targets) to deem the project feasible; • Review the initial technical specifications of the proposed market project(s) in consultation with Municipalities as per standards of LGED an PWD; • Create customized field surveys in partnership with relevant municipal, UNCDF and BIFFL staff; • Collect data and conduct preliminary research through field surveys and focus groups with neighbouring businesses, traders, entrepreneurs, academics, regulatory agencies, other institutions (discovery and evidence of market opportunities); Maintain provision for 60% hard data and 40% soft data ratio for data collection and fixing KPIs • Conduct situation analysis including but not limited to customer segmentation, willingness to pay, probable product mixing; • Verify whether the proposed project area have a comparative advantage for operating a municipal multi-purpose commercial center; • Evaluate the potential economic impact for the project; • Evaluate the potential social and environmental impacts from the project; • Prepare a checklist assessing the social and environment acceptance based on the UNDP standard framework; • Forecast demand and supply projections for market leasing space in the project's surrounding area; • Analyse financial aspects of the project facility (rates, fees, break-even period and expected returns, control chart etc.); • Identify risks related to the proposed recommendation and offer potential

	<p>mitigating factors;</p> <ul style="list-style-type: none">• Present findings against the key parameters set to gauge feasibility for development;• Draft Final report should contain cycle time of project and process, customer retention mechanism, time to market entry, general policy framework, and we emphasize on usage of control chart during report generation																		
List and Description of Expected Outputs to be Delivered	<p>The expected key outputs/deliverables from the assignment are:</p> <table><tr><th>SN</th><th>Deliverables of Assignment</th><th>Time allocated (Days)</th></tr><tr><td>A.</td><td>Inception Report:<ul style="list-style-type: none">- Elaborating the methodology and approach of the feasibility study- Providing a comprehensive work plan with specific dates per activity</td><td>By the end of the second week after signing the contract</td></tr><tr><td>B.</td><td>Progress Report: Monthly overall progress reports to set out performance against Work plan.</td><td>1st report due by the end of the fourth week after signing the contract.</td></tr><tr><td>C.</td><td>Progress Report: Monthly overall progress reports to set out performance against Work plan.</td><td>2nd report due by the end of the eighth week after signing the contract</td></tr><tr><td>d.</td><td>Draft Feasibility study<ul style="list-style-type: none">- Situation analysis- Technical clearance (architectural design, engineering plan and BOQ)- Economic assessment- Social and Environmental impact assessment- Financial assessment- Risks and mitigating factors- Recommendation- All word and excel copy of documents</td><td>By the end of the tenth week after signing of contract</td></tr><tr><td>e.</td><td>Final Reports:<ul style="list-style-type: none">- Same as above (reviewed after Municipality-BIFFL-UNCDF comments)- All word and excel copy of documents</td><td>Two weeks after comments have been received from Municipalities-BIFFL-UNCDF</td></tr></table>	SN	Deliverables of Assignment	Time allocated (Days)	A.	Inception Report: <ul style="list-style-type: none">- Elaborating the methodology and approach of the feasibility study- Providing a comprehensive work plan with specific dates per activity	By the end of the second week after signing the contract	B.	Progress Report: Monthly overall progress reports to set out performance against Work plan.	1st report due by the end of the fourth week after signing the contract.	C.	Progress Report: Monthly overall progress reports to set out performance against Work plan.	2nd report due by the end of the eighth week after signing the contract	d.	Draft Feasibility study <ul style="list-style-type: none">- Situation analysis- Technical clearance (architectural design, engineering plan and BOQ)- Economic assessment- Social and Environmental impact assessment- Financial assessment- Risks and mitigating factors- Recommendation- All word and excel copy of documents	By the end of the tenth week after signing of contract	e.	Final Reports: <ul style="list-style-type: none">- Same as above (reviewed after Municipality-BIFFL-UNCDF comments)- All word and excel copy of documents	Two weeks after comments have been received from Municipalities-BIFFL-UNCDF
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Person to Supervise the Work/Performance of the Service Provider	The selected consulting firm/organization will report to and work under supervision of the report to the Country Focal Point of UNCDF Bangladesh.																		
Frequency of Reporting	As indicated in the TOR																		

Progress Reporting Requirements	As indicated in the TOR		
Location of work	<input checked="" type="checkbox"/> As indicated in the TOR		
Expected duration of work	This consultancy will require 45 working days over a period of 3 months.		
Target start date	December 2019.		
Latest completion date	February' 2020.		
Travels Expected	As indicated in the ToR		
Special Security Requirements	<input checked="" type="checkbox"/> Others Not Applicable		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs related to this assignment including logistics, office arrangements, accommodation, travel etc. shall be borne by the contractor. Whereas UNDP will pay the lump sum amount as per contract shall be paid as achievement of milestones as per the ToR.		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required		
	SN	Deliverables of Assignment	Time allocated (Days)
	A.	Inception Report: <ul style="list-style-type: none"> - Elaborating the methodology and approach of the feasibility study - Providing a comprehensive work plan with specific dates per activity 	By the end of the second week after signing the contract
	B.	Progress Report: Monthly overall progress reports to set out performance against Work plan.	1st report due by the end of the fourth week after signing the contract.
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	e.	Final Reports: <ul style="list-style-type: none"> - Same as above (reviewed after Municipality-BIFFL-UNCDF comments) - All word and excel copy of documents 	Two weeks after comments have been received from

			Municipalities- BIFFL-UNCDF	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency BDT			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	SN	Deliverables of Assignment	Time allocated (Days)	% of payment
	A.	Inception Report: - Elaborating the methodology and approach of the feasibility study Providing a comprehensive work plan with specific dates per activity	By the end of the second week after signing the contract	10%
	B.	Progress Report: Monthly overall progress reports to set out performance against Work plan.	1st report due by the end of the fourth week after signing the contract.	20% Report 1: Field study report
	C.	Progress Report: Monthly overall progress reports to set out performance against Work plan.	2nd report due by the end of the eighth week after signing the contract	20% Report 2: Primary Bill of Quantities (BOQ)
	D.	Draft Feasibility study - Situation analysis - Technical clearance (architectural design, engineering plan and BOQ) - Economic assessment - Social and Environmental impact assessment	By the end of the tenth week after signing of contract	20%

		<ul style="list-style-type: none"> - Financial assessment - Risks and mitigating factors - Recommendation All word and excel copy of documents		
	E.	Final Reports: <ul style="list-style-type: none"> - Same as above (reviewed after Municipality-BIFFL-UNCDF comments) All word and excel copy of documents	Two weeks after comments have been received from Municipalities-BIFFL-UNCDF	30%
			12 Weeks	100%
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Country Focal Point of UNCDF Bangladesh Payment for services of the contractor will be made upon satisfactory certification by the contract administrator.			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement (<i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i>) <input type="checkbox"/> Other Type of Contract [<i>pls. specify</i>]			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below: Minimum requirements/eligibility of the consulting firm/organization: <ul style="list-style-type: none"> • Company profile (not exceed 15 pages) describing the nature of business, field of expertise, license, certification etc; • Updated business license (registration, tax payment, VAT); • Latest audited financial statement of last 2 years; • Written self-declaration that the company is not in the UN security council 1267/1989 list or other UN ineligibility list; • Minimum 5 years of working experience in the field of similar kind of project appraisals. • Successful completion of the similar nature of works under a single contract for feasibility of project at least Tk. 40.00 (Taka Forty Lac) of any Govt/Semi-Govt/ Autonomous/ Non-Government Organization/ Multinational Company/ Bank. 			

	<ul style="list-style-type: none"> • Minimum 1 experience of working with Paurashava/City Corporation. <p>Along with other manpower required for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:</p> <p>Minimum Eligibility Criteria for the Human resource:</p> <p>a) Urban Planner (Team Leader) (Minimum 1)</p> <p>Education: Minimum Postgraduate degree in urban planning/ engineering/ architecture, and/or discipline relevant to urban/rural regional planning.</p> <p>Work Experience:</p> <ul style="list-style-type: none"> • Minimum (8) years' working experience in the field of Urban Planning • Minimum (5) years' experience of leading a team (in the position of Team leader/ Deputy Team Leader) • Minimum (1) year experience of working with local government organizations such as municipalities and/or city corporations. • Minimum 1 working experience relevant to the Master Planning • Experience in analysing socio-economic data in SPSS/MS Access; (Report or link to be submitted) • Knowledge of environmental planning, environmental impact assessments (Proven by sample project document). • Proficiency in Bangla and English. <p>b. Engineer (Civil) (Minimum 2)</p> <p>Education: Minimum Post graduate degree in civil engineering/ architecture, and/or discipline relevant to structural development.</p> <p>Work Experience:</p> <ul style="list-style-type: none"> • Minimum five (5) years working experience in the field of structural civil engineering and design. • Minimum 3 years knowledge in and experience with environmental safeguard policies and EHS standards of the world Bank; (Relevant report, training or certification to be provided) • Experience in structural and architectural design and planning, especially providing detail estimates for structural construction works including proper engineering surveys and sub-soil investigations, electrical detail design, plumbing detailed design, fire fitting & fire protection for municipal infrastructure projects. (Sample work to be submitted). <p>c. Environmental & Social Expert (Minimum 1):</p> <p>Education: Minimum Graduate degree in environmental engineering or environmental science.</p>
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Work Experience:

- Minimum 5 years' working experience in environmental planning, environmental impact assessments and EHS monitoring for municipal infrastructure projects. (Please provide sample work)
- Minimum 2 years knowledge in and experience with environmental safeguard policies and EHS standards of the World Bank. (Relevant report, training or certification to be provided).

d. Financial analyst (Minimum 3):

Education: Minimum Post-Graduation in Finance/ Accounting/ Business Administration/ Economics or relevant field.

Work Experience:

- Minimum five (5) years working experience in the relevant field.
- Ability to develop complex financial models (sample financial model to be provided)

e. Legal Advisor (Minimum 1):

Education: Any academic degree in Law.

Work Experience: Minimum five (5) years working experience in issuing legal opinions on development of infrastructure projects.

Technical Proposal (70%)

Technical Evaluation Criteria Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Overall experience and Expertise of the organization/Firm	15
2.	Expertise of Key personnel assigned to the feasibility studies	25
3.	Methodology proposed in the technical proposal of the feasibility studies	30
Total		70

Section 1: Overall experience and Expertise of the organization/Firm		Points Obtainable
		15
1.1	Experience in working with Government/National/International Agencies on feasibility studies	5
1.2	Experience in similar country level study/assessment on Commercial Market Facilities	5
1.3	In country research/study/work experience on project financing viability of public/private sector	5
Section 2: Expertise of Key personnel assigned		25
2.1	Qualification of team leader in terms of educational qualification professional experience, working experience as mentioned in the TOR	7
2.2	Qualification of other team members in terms of educational qualification and relevant experience as mentioned in the TOR	18

	Section 3: Methodology proposed in the technical proposal	30
	3.1 Appropriateness and relevance of research methodology i.e. overall approach, desk review technique & tools, models, etc.	10
	3.2 Overall understanding of the assignment i.e key assessment indicators, knowledge on assignment domain, etc.	10
	3.3 Proposed work plan and timeline relevant to the assignment as per the Terms of Reference	4
	3.4 Coverage of inquiries/investigation (both primary & secondary sources) proposed for the study	3
	3.5 Risk Management & Overall flexibility to the assignment	3
	Total for technical proposal	70
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider	
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)	
Contact Person for Inquiries (Written inquiries only)	<p>UNDP Procurement Cluster, UNDP Bangladesh bd.procurement@undp.org</p> <p>If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID bd.procurement@undp.org within 19 November 2019 by 4.30 pm.</p> <p>“Attn. BD Procurement- Queries on RFP-BD-2019-054, Hiring a firm to Conduct Project Feasibility Study for Municipal Markets.</p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>	
Other Information [pls. specify]	<p>* For attention:</p> <p>The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u>. Financial proposal must be ‘password’ protected.</p> <p>A pre-bid meeting will be held at IDB Bhaban, 6th floor large meeting room (a2i), for the clarification on the bidding document and ToR on 19 November 2019 at 11.00 AM.</p> <p>Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license to enter IDB Bhaban for the pre-bid meeting.</p>	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL
(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider**Minimum eligibility criteria of the consultancy firm:**

- Minimum 5 years of working experience in the field of similar kind of project appraisals.
- Successful completion of the similar nature of works under a single contract for feasibility of project at least Tk. 40.00 (Taka Forty Lac) of any Govt/Semi-Govt/ Autonomous/ Non-Government Organization/ Multinational Company/ Bank.
- Minimum 1 experience of working with Paurashava/City Corporation.

Minimum eligibility criteria of key personnel:**Eligibility criteria of the team members:****a) Urban Planner (Team Leader) (Minimum 1)**

Education: Minimum Postgraduate degree in urban planning/ engineering/ architecture, and/or discipline relevant to urban/rural regional planning.

Work Experience:

- Minimum (8) years' working experience in the field of Urban Planning
- Minimum (5) years' experience of leading a team (in the position of Team leader/ Deputy Team Leader)
- Minimum (1) year experience of working with local government organizations such as municipalities and/or city corporations.
- Minimum 1 working experience relevant to the Master Planning
- Experience in analysing socio-economic data in SPSS/MS Access; (Report or link to be submitted)
- Knowledge of environmental planning, environmental impact assessments (Proven by sample project document).
- Proficiency in Bangla and English.

b. Engineer (Civil) (Minimum 2)

Education: Minimum Post graduate degree in civil engineering/ architecture, and/or discipline relevant to structural development.

Work Experience:

- Minimum five (5) years working experience in the field of structural civil engineering and design.
- Minimum 3 years knowledge in and experience with environmental safeguard policies and EHS standards of the world Bank; (Relevant report, training or certification to be provided)
- Experience in structural and architectural design and planning, especially providing detail estimates for structural construction works including proper engineering surveys and sub-soil investigations, electrical detail design, plumbing detailed design, fire fitting & fire protection for municipal infrastructure projects. (Sample work to be submitted).

c. Environmental & Social Expert (Minimum 2):

Education: Minimum Graduate degree in environmental engineering or environmental science.

Work Experience:

- Minimum 5 years' working experience in environmental planning, environmental impact assessments and EHS monitoring for municipal infrastructure projects. (Please provide sample work)
- Minimum 2 years knowledge in and experience with environmental safeguard policies and EHS standards of the World Bank. (Relevant report, training or certification to be provided)

d. Financial analyst (Minimum 3):

- Education: Minimum Post-Graduation in Finance/ Accounting/ Business Administration/ Economics or relevant field.

Work Experience:

- Minimum five (5) years working experience in the relevant field.
- Ability to develop complex financial models (sample financial model to be provided)

e. Legal Advisor (Minimum 1):

Education: Any academic degree in Law.

Work Experience: Minimum five (5) years working experience in issuing legal opinions on development of infrastructure projects.

Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- CVs demonstrating qualifications must be submitted if required by the RFP; and*
- Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable (The file with the "FINANCIAL PROPOSAL" must be encrypted with a password)

No	Items	Unit name	Qty	# Units	Unit Cost (BDT)	Item cost (BDT)
1	2	3	4	5	6	7 = Col 4*5*6
A Human Resources						
1	Inception Report: <ul style="list-style-type: none">- Elaborating the methodology and approach of the feasibility study Providing a comprehensive work plan with specific dates per activity	person-day				
2	Progress Report: Monthly overall progress reports to set out performance against Work plan.	person-day				
3	Progress Report:	person-day				

No	Items	Unit name	Qty	# Units	Unit Cost (BDT)	Item cost (BDT)
1	2	3	4	5	6	7 = Col 4*5*6
	Monthly overall progress reports to set out performance against Work plan.					
4	Draft Feasibility study <ul style="list-style-type: none"> - Situation analysis - Technical clearance (architectural design, engineering plan and BOQ) - Economic assessment - Social and Environmental impact assessment - Financial assessment - Risks and mitigating factors - Recommendation All word and excel copy of documents	person-day				
5	L Final Reports: <ul style="list-style-type: none"> - Same as above (reviewed after Municipality-BIFFL-UNCDF comments) All word and excel copy of documents	person-day				
Sub Total						
VAT						
Grand Total						
In Word:						

E. **Cost Breakdown by Cost Component** (The file with the “FINANCIAL PROPOSAL” must be encrypted with a password)

Items	Unit name	Qty	# Units	Unit Cost (BDT)	Total (BDT)
I. Personnel Services					
Urban Planner (Team Leader)	person-day	1			
Engineer (Civil)	person-day	2			
Environmental & Social Expert	person-day	1			
Financial analyst	person-day	3			
Legal Advisor	person-day	1			
II Out of Pocket expenses					
Daily Allowances for Project Staffs					
Travel Allowance					
III Other related costs					
Town Level pin-up session					
Reports and UPP printing					
Map and Ward Atlas printing					
Meeting at the selected communities (5 to 6 communities in each city)					
Sub-Total (I+II+III)					
VAT					
Grand Total					

[Name and Signature of the Service Provider's Authorized Person]
 [Designation]
 [Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it

considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1** **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2** **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest

only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any

person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

Hiring a firm to Conduct Project Feasibility Study for Municipal Markets

A. Project Title:
Municipal Investment Finance (MIF) Bangladesh Project.
B. Project Description:
<p>UNCDF is the UN's capital investment agency for the world's 47 least developed countries. UNCDF is supporting an expanding portfolio of programmes that provides capital resources for local governments to enable them to meet the challenges of poverty reduction, climate change and meeting the Sustainable Development Goals. UNCDF's work focuses on enhancing good governance and service delivery at the local level, and access to a wide range of affordable financial services. UNCDF builds on its mandate and capacity to provide a mix of capital grants, credits and guarantees, and capacity-building services to important public and private sector, while looking to catalyse additional capital flows from development partners, national governments and the private sector.</p> <p>In the context of Bangladesh, UNCDF is working in partnership with the Bangladesh Infrastructure Finance Fund Limited (BIFFL) which is designed to help establish a new source of financing for a select set of pilot Municipalities in Bangladesh to support municipal investments at the sub-national level. Bangladesh's local government units receive income from local taxation and fees, and resources from fiscal transfers. Most urban infrastructure is financed through grants from the central transfers allocated to sub national government. A small amount of debt financing is also provided by the Bangladesh Municipal Development Fund (BMDf). Even though the demand for investment financing far exceeds what can be provided from these sources, there is currently no avenue for local governments to directly access financing from the capital market or financial institutions. BIFFL and UNCDF intend to support the preparation of the groundwork for enabling municipalities to access the capital market and institutional finance that will enable them to accelerate the expansion of sustainable resilient urban infrastructure.</p> <p>In order to support selected municipalities in Bangladesh to unlock their potential to promote resilient sustainable infrastructure and investments, consultancy firm to work with UNCDF in conducting Feasibility Studies of two Commercial Markets, each to be constructed in two different Municipalities – Chandpur and Kushtia.</p> <p>Commercial marketplaces can be profitable and reliable source of revenue for municipalities. Approximately 20% of these municipality's own source of revenues are generated by leasing market places. The proposed markets are expected to upgrade the civil infrastructure of the existing facilities into a convenient and affordable business hub for local trade and businesses. Basic specifications of these markets or multi-purpose commercial structures are enclosed. These commercial centers are expected to increase the municipality's revenue base by multiple folds, which will create a significant source of sustainable revenue for a local government to carry out its social duties to its citizens. Furthermore, these infrastructures can have positive social impact from increasing revenues of local businesses, in turn increasing jobs, income and savings capacities of its traders and other employees. Lastly, markets create an immense opportunity in advancing women's economic participation and empowerment and efficient and effective use of natural resources to address climate resilience.</p>
C. Scope of Work
<p><u>Objective:</u></p> <p>Consulting Firm to undergo two separate feasibility and bankability assessments for two markets.</p>

The objective of the assignment is:

To assess complete feasibility of two project(s) and make recommendations for its development.

Activities:

- Set key performance indicators (technical, economic, social, environmental, legal and financial targets) to deem the project feasible;
- Review the initial technical specifications of the proposed market project(s) in consultation with Municipalities as per standards of LGED and PWD;
- Create customized field surveys in partnership with relevant municipal, UNCDF and BIFFL staff;
- Collect data and conduct preliminary research through field surveys and focus groups with neighbouring businesses, traders, entrepreneurs, academics, regulatory agencies, other institutions (discovery and evidence of market opportunities); Maintain provision for 60% hard data and 40% soft data ratio for data collection and fixing KPIs
- Conduct situation analysis including but not limited to customer segmentation, willingness to pay, probable product mixing;
- Verify whether the proposed project area have a comparative advantage for operating a municipal multi-purpose commercial center;
- Evaluate the potential economic impact for the project;
- Evaluate the potential social and environmental impacts from the project;
- Prepare a checklist assessing the social and environment acceptance based on the UNDP standard framework;
- Forecast demand and supply projections for market leasing space in the project's surrounding area;
- Analyse financial aspects of the project facility (rates, fees, break-even period and expected returns, control chart etc.);
- Identify risks related to the proposed recommendation and offer potential mitigating factors;
- Present findings against the key parameters set to gauge feasibility for development;
- Draft Final report should contain cycle time of project and process, customer retention mechanism, time to market entry, general policy framework, and we emphasize on usage of control chart during report generation

Indicative methods:

- Research
- Conduct primary research through field surveys and focus groups on current situation
- Conduct overall secondary research
- Verify data collection sources and accuracy of data collected
- Study of all verified information

Analysis:

- Evaluate technical, economic and operational feasibility
- Strategic value chain analysis
- GAAP analysis
- SWOT analysis
- Economic Cost Benefit Analysis
- Financial Analysis
- Environmental and Social Safeguard analysis
- Legal analysis

Assessment:

- Provide justification(s) for feasibility
- Make recommendation(s) most suitable for the Municipality's long-term benefits

D. Expected Outputs	Timeline (from date of contract signing)	Scope of Bid Price and Schedule of Payment as Percentage of Total Package
<u>Inception Report:</u> <ul style="list-style-type: none"> ▪ Elaborating the methodology and approach of the feasibility study ▪ Providing a comprehensive work plan with specific dates per activity 	By the end of the second week after signing the contract	10%
<u>Progress Report:</u> <ul style="list-style-type: none"> - <u>Monthly overall progress reports to set out performance against Work plan.</u> 	1st report due by the end of the fourth week after signing the contract.	20% Report 1: Field study report
	2 nd report due by the end of the eighth week after signing the contract	20% Report 2: Primary Bill of Quantities (BOQ)
<u>Draft Reports:</u> Draft Feasibility study <ul style="list-style-type: none"> - Situation analysis - Technical clearance (architectural design, engineering plan and BOQ) - Economic assessment - Social and Environmental impact assessment - Financial assessment - Risks and mitigating factors - Recommendation - All word and excel copy of documents 	By the end of the tenth week after signing of contract	20%
<u>Final Reports:</u> Same as above (reviewed after Municipality-BIFFL-UNCDF comments) <ul style="list-style-type: none"> - All word and excel copy of documents 	Two weeks after comments have been received from Municipalities-BIFFL-UNCDF	30%
E. Institutional Arrangement		
Combination of team will depend on the firm/ institution's best judgment to accomplish the assessment maintaining the quality. However, the arrangement could be as follows: a. Urban Planner (Team Leader) b. Engineer (Civil) c. Environmental & Social Expert d. Financial analyst e. Legal Advisor The Consulting Firm will be responsible to report to the Country Focal Point of UNCDF Bangladesh.		
F. Duration of the Work and Duty Station		
Duration of the assessment would be 12 weeks which would be counted from the date of signing the contract. Primary Duty station of the firm/institution will be at the Chandpur and Kushtia municipalities where the project is located.		

Secondary duty station of the firm/institution will be at their designated offices.

G. Final Products/Services

- An inception report.
- Data and information gathered in the form of Monthly Progress Reports
- Draft Feasibility Study
- Final Report

The firm/institution shall also submit all original notes, records, background information, reports, digital copies of text documents in unprotected digital formats (such as MS Word, MS Excel, MS PowerPoint etc.)

H. Qualification of the successful contractor

This consultancy assignment requiring senior and professional works and advice based on substantive experience and qualifications of the contracting based on a team approach comprising several experts and a team of required field staff. The firm will be invited to submit a detailed delivery proposal alongside CVs for the team leader and senior consultants (see below).

Eligibility criteria of the consultancy entities:

- Minimum 5 years of working experience in the field of similar kind of project appraisals.
- Successful completion of the similar nature of works under a single contract for feasibility of project at least Tk. 40.00 (Taka Forty Lac) of any Govt/Semi-Govt/ Autonomous/ Non-Government Organization/ Multinational Company/ Bank.
- Minimum 1 experience of working with Paurashava/City Corporation.

Eligibility criteria of the team members:

a) Urban Planner (Team Leader) (Minimum 1 person)

Education: Minimum Postgraduate degree in urban planning/ engineering/ architecture, and/or discipline relevant to urban/rural regional planning.

Work Experience:

- Minimum (8) years' working experience in the field of Urban Planning
- Minimum (5) years' experience of leading a team (in the position of Team leader/ Deputy Team Leader)
- Minimum (1) year experience of working with local government organizations such as municipalities and/or city corporations.
- Minimum 1 working experience relevant to the Master Planning
- Experience in analysing socio-economic data in SPSS/MS Access; (Report or link to be submitted)
- Knowledge of environmental planning, environmental impact assessments (Proven by sample project document).
- Proficiency in Bangla and English.

b. Engineer (Civil) (Minimum 2 person)

Education: Minimum Post graduate degree in civil engineering/ architecture, and/or discipline relevant to structural development.

Work Experience:

- Minimum five 5 years' working experience in the field of structural civil engineering and design.
- Minimum 3 years' knowledge in and experience with environmental safeguard policies and EHS standards of the world Bank; (Relevant report, training or certification to be provided)

- Experience in structural and architectural design and planning, especially providing detail estimates for structural construction works including proper engineering surveys and sub-soil investigations, electrical detail design, plumbing detailed design, fire fitting & fire protection for municipal infrastructure projects. (Sample work to be submitted).

c. Environmental & Social Expert (Minimum 1 person):

Education: Minimum Graduate degree in environmental engineering or environmental science.

Work Experience:

- Minimum 5 years' working experience in environmental planning, environmental impact assessments and EHS monitoring for municipal infrastructure projects. (Please provide sample work)
- Minimum 2 years' knowledge in and experience with environmental safeguard policies and EHS standards of the World Bank. (Relevant report, training or certification to be provided)

d. Financial analyst (Minimum 3 person):

- Education: Minimum Post-Graduation in Finance/ Accounting/ Business Administration/ Economics or relevant field.

Work Experience:

- Minimum five (5) years' working experience in the relevant field.
- Ability to develop complex financial models (sample financial model to be provided)

e. Legal Advisor (Minimum 1 person)

Education: Any academic degree in Law.

Work Experience:

Minimum five (5) years' working experience in issuing legal opinions on development of infrastructure projects.

I. Recommended Presentation of Proposal(s)

Interested firms/entities must submit the following detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm, to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below.

1. Technical Proposal

- (i) Firm information – Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- (ii) Relevant Experience – Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in the field of architectural engineering works, and list of current and past assignments of the Firm indicating start and end date/duration of the assignments;
- (iii) Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product (the updated and revised text of the BD codes) which, after selection of the contractor, will be agreed upon by the Project.
- (iv) Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective

(v)	<p>qualifications and relevant experience/exposure and required expertise/skills to complete the tasks</p> <p>Tools and Methodologies - The Technical Proposal must detail tools and methodologies that will be used to ensure the accuracy of the update and revision by the contractor. In particular, in order to deliver the task to the highest standard, checks using processes including software-built processes should be applied by the selected contractor.</p>
	<p><i>Two (02) references of previous work experience to be provided by the firm/institution.</i></p>
	<p>2. Financial Proposal (including fee, travel cost, DSA, and other relevant expenses)</p>
(i)	<p>The Financial Proposal shall specify a total delivery amount (in USD or BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhead recharges.</p>
	<p>In order to assist UNCDF in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working. The costing must be broken down for the update and revision of specified legal texts on price per page of source text of the submitted or finished updated and revised text.</p>
	<p>The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.</p>
J. Evaluation	
	<p>In response to the RFP, the firm/institution will have to submit a Technical proposal as per the Terms of Reference of the scheme and a financial Proposal separately. The tender selection committee will first evaluate the technical proposal of the institutions/firms. Any institutions/firms getting more than 70% of the maximum achievable points (i.e. 49 points) in the technical proposal will be considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.</p>
	<p>The total scoring points for both the evaluations will be 1000; the technical evaluation will be based on 700 points and the rest 300 points are to be allotted to the bidder proposing lowest price.</p>
	<p>A cumulative analysis weighted-scoring method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:</p>
	<p>a) Responsive/compliant/acceptable with reference to this ToR, and;</p> <p>b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to this solicitation, with the ratio set at 70:30 respectively.</p>

Technical evaluation criteria:

Technical Evaluation Criteria Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Overall experience and Expertise of the organization/Firm	15
2.	Expertise of Key personnel assigned to the feasibility studies	25
3.	Methodology proposed in the technical proposal of the feasibility studies	30
Total		70

Section 1: Overall experience and Expertise of the organization/Firm		Points Obtainable
		15
1.1 Experience in working with Government/National/International Agencies on feasibility studies		5

1.2 Experience in similar country level study/assessment on Commercial Market Facilities	5
1.3 In country research/study/work experience on project financing viability of public/private sector	5
Section 2: Expertise of Key personnel assigned	25
2.1 Qualification of team leader in terms of educational qualification professional experience, working experience as mentioned in the TOR	7
2.2 Qualification of other team members in terms of educational qualification and relevant experience as mentioned in the TOR	18
Section 3: Methodology proposed in the technical proposal	30
3.1 Appropriateness and relevance of research methodology i.e. overall approach, desk review technique & tools, models, etc.	10
3.2 Overall understanding of the assignment i.e key assessment indicators, knowledge on assignment domain, etc.	10
3.3 Proposed work plan and timeline relevant to the assignment as per the Terms of Reference	4
3.4 Coverage of inquiries/investigation (both primary & secondary sources) proposed for the study	3
3.5 Risk Management & Overall flexibility to the assignment	3
Total for technical proposal	70

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: **Hiring a firm to Conduct Project Feasibility Study for Municipal Markets.**

Reference: RFP-BD-2019-19-054

Dear Sir,

I declare that is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,