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## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 01.02.2015
	REFERENCE: RFP/2015-CHTDF02

Dear Sir / Madam:

We kindly request you to submit your Proposal for “Analyzing the National Budget 2014-2015 from the CHT perspective and identify potential pitfalls and advocate by providing inputs and recommendations into budget debate to turn the gaps into desired outcomes”

Please be guided by the form attached hereto as Annex 1, in preparing your Proposal.

Proposals shall be submitted on or before 4.30 p.m. (local time) on Monday, February 16, 2015 and to the address below:

CHTDF, UNDP Office  
IDB Bhaban (7th Floor),  
E/8-A Begum Rokeya Sharani  
Sher-e-Bangla Nagar, Dhaka,

Attention to: Operations Manager

Your Proposal must be expressed in the English language and valid for a minimum period of 90 days. **The bidders must submit the Technical and Financial proposal in two separate sealed envelopes clearly marked on the envelope either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL” and the 2(two) envelopes shall then be sealed in an outer envelope bearing RFP Reference, Subject, the address of UNDP, Proposer’s name and address. It must be taken care that the Technical proposal must not mention any information related to financial proposal, otherwise the submission will be rejected.**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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 4.

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/procurement/protest.shtml>

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: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Kenae Ramodimoosi', with a long horizontal flourish extending to the right.

**Kenae Ramodimoosi**  
**Operations Manager**  
**CHTDF, UNDP**

## Description of Requirements

Context of the Requirement	<b>Analyzing the National Budget 2014-2015 from the CHT perspective</b>
Implementing Partner of UNDP	UNDP Bangladesh
Brief Description of the Required Services <sup>1</sup>	<p>In Bangladesh along with many other factors, weak budget system and faulty budget choices are exacerbating economic problems and hindering broad based national development. Although the national budget directly or indirectly affects the life of all its citizens, the citizens have no scope to participate in decisions affecting their lives. The executives formulate the budget proposal and submit to the legislature to review, amend, and adopt as law; however the Bangladeshi legislature has the weakest role in the budgetary process. Because of weak implementation, mismanagement, corruption and poor oversights, allocated funds don't reach the target people; and the government frequently cuts the allocated budget for debt repayment, wages and benefits for the civil servants or adjusting other expenditures hamper the development activities.</p> <p>Despite the growth in overall economy of the country at a rate of 5-6% for the last few decades, inequalities in terms of both income and access to services among the marginalized peoples in CHT has been increased. So discrimination, policy neglect, infrastructural weaknesses, poor enforcement of laws, organizational and managerial inefficiencies in the concerned ministry; inconsistencies in CHT legal governance framework; mismatches in rules and regulations in between the CHTIs and National and Local Government institutions are the major constraints for equal distribution of services like, health, education, and livelihood etc. for the vulnerable poor peoples in the CHT. Different analysis shows, during the fiscal year 2003 to 2010 periods; the overall allocations against the Annual Development Plan (ADP) have increased consistently but allocations for the CHT related ADP has been decreased. In the 2006-2007 budget periods BDT 1190 Million was allocated for the CHT followed by BDT 1050 Million in 2007-08 and only BDT 900 Million was allocated in 2009-10 fiscal year budgets. As a result Still three quarters of the population in the CHT live below the national poverty line; 50% of primary-enrolled children drop out in their first few years; and it is estimated that 40% of the CHTs' workforce is either unemployed or underemployed and CHT remains one of the least developed regions with growing social and economic disparities, inequality and deprivation.</p> <p>Many of the problems and challenges that Bangladesh faces are most directly addressed through the government's budget process and it is the political instrument by which the government makes choices for meeting the people's basic needs and services by not only allocating the required funds but also assuring that those funds are spent in an effective and accountable manner. CHTDF's approach is to link the CSOs and the civic groups with the policy makers for advocating to improve accountability for the management of public money that will in turn help reflect CHT people's demand in the national budget. In achieving the long term goal CHTDF has planned to initiate a process of significant scrutiny of the national budget and to facilitate debate at the national level based on budget analysis outcomes.</p> <p>○</p>

<sup>1</sup>A detailed TOR is attached as Annex 3.

List and Description of Expected Outputs to be Delivered	<b>AS PER TOR</b>
Person to Supervise the Work/Performance of the Service Provider	<b>Cluster Leader, Policy Advocacy and Confidence Building CHTDF, UNDP</b>
Frequency of Reporting	<i>As specified in the ToR</i>
Progress Reporting Requirements	<i>As specified in the ToR</i>
Location of work	<i>As specified in the ToR</i>
Expected duration of work	04 months.
Target start date	<b>1 March 2015</b>
Latest completion date	<b>30 July 2015</b>
Travels Expected	<input checked="" type="checkbox"/> As per the ToR
Special Security Requirements	<input type="checkbox"/> Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required ( for Team Leader and key technical Experts)
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (BDT)
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b>
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 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

<sup>2</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Payment Terms <sup>3</sup>	<b><u>Tentative Payment schedule</u></b>		
	<b>Deliverable Assignment</b>	<b>Name of Deliverables</b>	<b>Time Frame</b>
	1. Inception report includes detailed conceptual framework of post budget analysis and policy discussion work plan.	01 Report in both hard & soft copy.	01 week after the contract sign.
	2. To scrutinize budget information by analyzing the proposed development budget for the year 2014-2015 from the CHT and IP rights perspective.	01 analysis report of the Budget 2014-2015, highlighting the gaps, scopes and challenges with key recommendations.	By June 2015
	3. To initiating debate at policy level involving key stakeholders	A key note paper for initiating policy discussion.	By June 2015
	4. Final report of the assignment with strategic guidelines for developing long term Budget advocacy strategy for the CHTDF and relevant stakeholders.	A detailed report with the findings, recommendations, lesson learned and suggestions for the future engagement	By July 2015
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Chief of Policy, Deputy Director, CHTDF, UNDP		
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Contract for Institutional Services <input checked="" type="checkbox"/> <b>Contract for Professional Services</b>		
Criteria for Contract Award	<input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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.</b>		
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b><u>Minimum Eligibility Criterion:</u></b></p> <ul style="list-style-type: none"> <li>• Organization with minimum 3 years experiences in analyzing the national budget and sectorial allocations of the Country.</li> </ul>		

<sup>3</sup>UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

- Past experience of working on the budget analysis, budget advocacy and had analyzed national budgets in the previous years.
- Organization is expected to have working experience with UN/INGO/donor agencies in similar types of works for different development interventions.

**Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".**

Proposals meeting the eligibility criterion mentioned above will be considered for technical evaluation as per the criteria mentioned below:

#### **Technical Proposal (70%)**

- ☒ Qualification and experience of the organization
- ☒ Adequacy and comprehensiveness of the proposal (concept, approach, methodology, work plan)
- ☒ Qualifications and competence of the key staffs for the Assignment

#### **BASIS OF TECHNICAL EVALUATION**

Criteria	Weight	Max. Points
Technical	700	
• Qualification and experience of the Organization		245
• Adequacy and comprehensiveness of the proposal (concept, approach, methodology, work plan)		245
• Qualifications and competence of the key staffs for the Assignment		210
Financial	300	
Total	1000	

	Technical Proposal Evaluation (Form 1)	Points obtainable
	Qualification and experience of the NGO	
1.1	Organisation background information (including experiences in the respective area mentioned in this document)	55
1.2	Financial strength and transparency in fund management	25
1.3	Prior experience of working on the budget analysis, budget advocacy and analysed national budgets in the previous years	60
1.4	Experience working with UN/INGO/Donor agencies for similar kind of assignments	60
1.5	Expertise dealing with CSO and GOB and organizing policy dialogues on national budget	45
Total		245

	Technical Proposal Evaluation (Form 2)	Points Obtainable
	Adequacy and comprehensiveness of the proposal (concept, approach, methodology, work plan)	
2.1	Extend of understanding the project requirement	50

	2.2	Realistic plan for budget analysis	50
	2.3	Team composition and profile of the team members	50
	2.4	Methodology and implementation plan	50
	2.5	Organizational involvement and contribution	45
			245
		Technical Proposal Evaluation (Form 3)	Points Obtainable
		Qualifications and competence of the key staffs for the Assignment	
	3.1	Individual qualification of the team members	60
	3.2	Level of education	60
	3.3	Key technical skills / expertise of the key persons to be involved	50
	3.4	Previous experiences of conducting similar assignments	40
			210
	<b>Financial Proposal (30%)</b> In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows: Rating the Technical Proposal (TP): TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total Combined Score: (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) =Total Combined and Final Rating of the Proposal The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money		
UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One Proposer only</b> <input type="checkbox"/> One or more Proposers, depending on the following factors :		
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 1)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 2)<sup>5</sup></b> <input checked="" type="checkbox"/> <b>Detailed TOR Annex 3</b> <input type="checkbox"/> Others <sup>6</sup>		

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

Contact Person for Inquiries (Written inquiries only) <sup>7</sup>	<p><b>Protul Dewan</b> Procurement Associate CHTDF, UNDP Email: <a href="mailto:protul.dewan@undp.org">protul.dewan@undp.org</a> <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or 3 days before the submission date</i></p> <p><b><i>“Queries on RFP/2015-CHTDF02”</i></b></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	<ul style="list-style-type: none"> <li>• A <b>pre-bid meeting</b> will be held on <b>Sunday 08 February 2015 at 02:30 pm at CHTDF, UNDP, 7<sup>th</sup> Floor IDB Bhaban, Agargoan, Dhaka</b>. All interested Organizations/firms are requested to participate at the meeting. Maximum two (2) participants from each organization are allowed.</li> </ul>

<sup>7</sup>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## Annex 1

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>8</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)*

To:

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 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

#### B. Management structure and qualifications of key personnel

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

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

#### C. 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.

#### Cost Breakdown per Deliverable\*

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		

<sup>8</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>9</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

2	Deliverable 2		
3	....		
	Total	100%	

*\*This shall be the basis of the payment tranches*

**D. Cost Breakdown by Cost Component:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*Note: The above one is a suggested template for submitting Financial Offer. However, the proposers may submit the Financial Proposal based on their own consideration regarding the all cost components to accomplish the entire task of the TOR.*

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

*[Designation]*

*[Date]*

## **Annex 2**

### ***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:

**13.2.2.1a** 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.

### **Annex 3**

#### **TERMS of REFERENCE:**

*Analyzing the National Budget 2014-2015 from the CHT perspective and identify potential pitfalls and advocate by providing inputs and recommendations into budget debate to turn the gaps into desired outcomes.*

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#### **Introduction:**

In Bangladesh along with many other factors, weak budget system and faulty budget choices are exacerbating economic problems and hindering broad based national development. Although the national budget directly or indirectly affects the life of all its citizens, the citizens have no scope to participate in decisions affecting their lives. The executives formulate the budget proposal and submit to the legislature to review, amend, and adopt as law; however the Bangladeshi legislature has the weakest role in the budgetary process. Because of weak implementation, mismanagement, corruption and poor oversights, allocated funds don't reach the target people; and the government frequently cuts the allocated budget for debt repayment, wages and benefits for the civil servants or adjusting other expenditures hamper the development activities.

Despite the growth in overall economy of the country at a rate of 5-6% for the last few decades, inequalities in terms of both income and access to services among the marginalized peoples in CHT has been increased. So discrimination, policy neglect, infrastructural weaknesses, poor enforcement of laws, organizational and managerial inefficiencies in the concerned ministry; inconsistencies in CHT legal governance framework; mismatches in rules and regulations in between the CHTIs and National and Local Government institutions are the major constraints for equal distribution of services like, health, education, and livelihood etc. for the vulnerable poor peoples in the CHT. Different analysis shows, during the fiscal year 2003 to 2010 periods; the overall allocations against the Annual Development Plan (ADP) have increased consistently but allocations for the CHT related ADP has been decreased. In the 2006-2007 budget periods BDT 1190 Million was allocated for the CHT followed by BDT 1050 Million in 2007-08 and only BDT 900 Million was allocated in 2009-10 fiscal year budgets. As a result Still three quarters of the population in the CHT live below the national poverty line; 50% of primary-enrolled children drop out in their first few years; and it is estimated that 40% of the CHTs' workforce is either unemployed or underemployed and CHT remains one of the least developed regions with growing social and economic disparities, inequality and deprivation.

Many of the problems and challenges that Bangladesh faces are most directly addressed through the government's budget process and it is the political instrument by which the government makes choices for meeting the people's basic needs and services by not only allocating the required funds but also assuring that those funds are spent in an effective and accountable manner. CHTDF's approach is to link the CSOs and the civic groups with the policy makers for advocating to improve accountability for the management of public money that will in turn help reflect CHT people's demand in the national budget. In achieving the long term goal CHTDF has planned to initiate a process of significant scrutiny of the national budget and to facilitate debate at the national level based on budget analysis outcomes.

#### **Objective:**

The CHT Development Facility, in partnership with the Government of Bangladesh, engages with all stakeholders to promote sustainable development and peace for all peoples guided by the CHT Accord 1997. CHTDF supports CHT institutions to effectively manage and deliver services, and communities to take charge of their own development based on the principles of local participation and decentralized development. With a view to make the outcomes sustainable CHTDF will continue to assist communities to improve governance, reduce poverty and manage natural resources in the CHT.

The broader objective of this work is to ensure active involvement of CHT based CSOs, CHTI and the CHT citizens by developing their ability to participate actively in both budget formulation and in oversight of government income and expenditures for improving governance standards and improved economic and social outcomes.

And the specific objectives of the consultancy are:

- To analyze the national budget 2014-2015 to identify how it impacts directly or indirectly the marginalized peoples in CHT, identify the programs that are working or not working and detecting gaps in allocation and spending.

- To analyze the Annual Development Plan and examine the proportion of total government spending devoted to programs and projects that assist the poor CHT peoples living in remote CHT.
- Also to translate the budget information and present that in ways understandable to the key stakeholders in order to influence decisions for increasing allocations to the specific policies and programs related to the CHT as enshrined in the CHT Accord.

#### **Expected Outcomes:**

- It will contribute with critical information on the deprived and marginalized people's needs and priorities that can lead to stronger policy and budget choices.
- The outcomes of budget analysis will provide inputs into budget debates, proposing alternative policies, informing the public and building constituencies, and holding the government accountable.
- The outcomes of budget analysis will provide evidence to initiate advocacy as a means of claiming rights for the vulnerable CHT peoples.
- The outcomes of budget analysis will provide more focus on promoting good governance and vibrant democracy.
- Budget analysis will help determine if the government is allocating its resources and spending them in line with the CHT accord.
- The national and regional media (print and visual) have used the analysis to influence government budget priorities in favor of the most vulnerable and marginalized peoples living in the remote CHT areas.
- Civil society in the CHT showed interest to play oversight role over how public funds are managed and engage in social audit system.
- The CHT based civil society has extended its networking with different stakeholders (policy makers, CSO, media, legislators, NGOs) at different levels.

#### **Scope of Works:**

Interested organization / firm should submit technical proposal mentioning the methodology, tools and techniques and a financial proposal. Chittagong Hill Tracts Development Facility will reserve the right to suggest changes if necessary. The contracted organization / firm is expected to coordinate its activities with CHTDF UNDP offices on a regular basis and CHTDF staff members will be assigned to work closely with the contracted firm/agency, monitor progress and review findings. The scope of work should cover, inter alia:

The contracted organization will work on three fundamental tasks:

- Getting access to budget information and collect the 2015-2016 budget documents:
- Understanding the implications of the budget choices:
  - ✓ Look at the budget trends for the CHT over time.
  - ✓ Compare spending for the service sectors, like education, health, livelihood and social services to its share of the overall budget or to proposed spending for other sectors.
  - ✓ Assess how the national budget affects the implementation of the CHT Accord 1997.
- Develop a key note paper highlighting the implications of the proposed budget on the CHT people and policy recommendations in clear and compelling ways to the high level policy makers and other relevant stakeholders as per the below list:

#### **Stakeholders:**

- The government - the ministry of Finance / Planning / Economic Relation Department/ MOCHTA and relevant line ministries who formulate the budget and other economic policies and the relevant executives of the government.
- The Parliament: Members of the relevant Parliamentary Standing Committees, members of the Parliamentary Caucus on the IP issues, which gives approval to the budget proposals by the executives of the government and the legislative committees that subject the proposals detailed scrutiny before they are voted by the legislature;
- Civil society: National and CHT based Think-tanks, research institutions, economists, media representatives, private sector representatives, UNDP supported CBOs (PDCs/ CHT WON/ Headman Association etc.), local and national level NGOs and networks, CHT Traditional Institutions, by creating

awareness as well as interests in budgets so as to encourage them to engage decision-makers on budgeting;

- The multi-lateral International Financial Institutions and Bilateral and multi-lateral donors and the UN Agencies who, as part of their development assistance, tend to play a very important role in determining sustainable social and economic development in the CHT, and its citizens.
- Media that plays an important role in the dissemination of the analysis and can influence the policy decision

**Deliverables of the assignment:**

Deliverable Assignment	Name of Deliverables	Time Frame	% of Payment
5. Inception report includes detailed conceptual framework of post budget analysis and policy discussion work plan.	01 Report in both hard & soft copy.	01 week after the contact sign.	20% payment
6. To scrutinize budget information by analyzing the proposed development budget for the year 2014-2015 from the CHT and IP rights perspective.	01 analysis report of the Budget 2014-2015, highlighting the gaps, scopes and challenges with key recommendations.	By June 2015	30% payment
7. To initiating debate at policy level involving key stakeholders	A key note paper for initiating policy discussion.	By June 2015	20% payment
8. Final report of the assignment with strategic guidelines for developing long term Budget advocacy strategy for the CHTDF and relevant stakeholders.	A detailed report with the findings, recommendations, lesson learned and suggestions for the future engagement	By July 2015	30% payment

**Period of Assignment:** This assignment is 04 (Four) months with a possibility to extend the period of assignment.

**Inputs:** CHTDF will provide a letter of introduction to the contracted organization and facilitate access to different institutions in the CHT when possible or practical. However, the service provider would ultimately be responsible for obtaining access to relevant government information.

**Selection Criteria for the organization/ institution**

The contracted organization will be a private firm/ academic institution / NGO that has the skills and resources to analyze the public budget based on the socio economic, political and cultural context of the CHT and policy environment of the country:

- The organization/Firm/NGO are expected to have working experience with UN/ donor agencies in similar types of works for different development interventions.
- Past experience working on the budget advocacy, budget analysis and experience with research in the CHT will be considered an asset.
- Experience in Bangladesh government's budget process is a requirement.
- The service providing organization/ Firm/NGO and its concerned staff members should have a proven sound research and analytical expertise, and have capacity for using the research and analysis for strategic advocacy.
- The service providing organization/ Firm/NGO should have wider network experiences with the civil society organizations, development organizations and the GOB.

- The service providing organization/Firm/ NGO should have excellent written English and capacity to provide high quality reports in a professional and timely manner.
- In-depth knowledge and ability to analyze the situation, context, public policies, administration and services, development agendas, of the GOB for the CHT.
- Ability to communicate complex issues in a clear and succinct manner.
- Having experience of working in the CHT will be desirable.

The team is recommended to be consisting of the following positions – Team Leader, Budget Analyst and Policy Specialist. However, justified team composition suggested by participating organization/ institution would be reviewed and accepted. The individuals hired under these positions are expected to have collective expertise in budget analysis and policy advocacy. CV of the key team members containing their experience on relevant issues must be submitted with detailed proposal. The key qualification of the Team Leader should be as follows:

Academic Qualifications:

- Team leader must have a University degree in Social Sciences preferably Economics, Development studies or related fields.

Experience:

- Team leader must have minimum 5 (Five) years of work experience both in budget analysis and policy advocacy.
- Past experience as a team leader in a related assignment (s).
- Demonstrated analytical ability and excellent report writing skills with relevant experience.
- Prior experience in the CHT region is highly desirable.
- Having working experiences with the UN agencies / development agencies is desirable.