

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: May 23, 2016
	REFERENCE: RFP-BD-2016-007

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for "For Strengthening UPPR Community Savings and Credit Groups" as per Annex-2, guidance in preparing your proposal. Proposals shall be submitted on or before **4.30 p.m.** (local time) on Tuesday, June **07**, **2016**

Kindly note that Proposals must be submitted in online e-Tendering system in the following link on or before the deadline indicated above using your username and password:

https://etendering.partneragencies.org

If you have not registered in the system earlier, you have to be registered now by logging in using following information:

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 60 days.

You are 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 and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents 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, shall not be considered for evaluation

The Financial Proposal and the Technical Proposal files <u>MUST BE COMPLETELY SEPARATE</u> 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. <u>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.</u>

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.

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/protestandsanctions/

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Thokozani Murape Procurement Specialist UNDP Bangladesh



Description of Requirements

	Description of Requirements
Context of the Requirement	National Urban Poverty Reduction Programme (NUPRP) is to provide support towards contributing to balanced, sustainable growth and reduction of urban poverty in Bangladesh. NUPRP will work nationwide and cover poor people living in slums and informal settlements in cities and towns in Bangladesh. The ultimate intended beneficiaries of this intervention are the poor and vulnerable urban people, now and in future years. Based on evidence outlined in the previous Urban Partnerships for Poverty Reduction (UPPR) Project reviews and similar types of urban interventions in Bangladesh, the NUPRP reasonably expects a wide range of benefits to result from the interventions at community, municipal and national levels. Given the ever expanding size of the urban centres and the populations that will be linked to employment opportunities, interventions targeting urban poor people should affect overall economic growth, income inequality, employment and the poverty situation. Selected NUPRP cities/towns will either be City Corporations and Class A Pourashavas. NUPRP will initially focus on 12-15 cities/ towns in Phase 1.
Implementing Partner of UNDP	Local Government Division (LGD), Government of Bangladesh
Brief Description of the Required Services ¹	 The consultancy firm will be responsible for carrying out the following, but not limited to these duties; Review of the accounting and financial documents/books of SCGs through some randomly selected samples to assess whether the status of the funds as per the books and records are consistent; Interviewing the Community Facilitators, Community Leaders, CHDF leaders to understand how they are managing the financial products; Checking the bank accounts for Savings and Credit; Checking the borrower selection and project selection process Checking the loan follow up/monitoring system Checking the status of savings and credit performance and the status of credit or loan among the borrowers through document verification and interview with borrowers (UNDP personnel will facilitate accessing the borrowers for interview) Checking the Status of Cash –in-hand and related controls and associated fiduciary risks for SCGs group; Develop a Capacity-Building approach to strengthen the SCGs in the 7 towns based on existing SCG good practices/manuals. Conduct refresher training on SCG good practices based from existing SCG practices for community leaders and SCG members in the 7 selected towns.

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

List and Description of Expected Outputs to be Delivered	 Find solutions/process to handle the overdue loan/ bad debt and orient them to sustain the credit program Find out Group cohesive technique to strengthen the SCGs to reduce any social conflict and build social safety net through saving and Credit operation. The contractor is expected to deliver the below deliverables: An inception report A final report for Pillar 1, addressing the key issues highlighted in the present document; A final report for Pillar 2, addressing the key issues highlighted in the present document; A final report and PowerPoint presentation for NUPRP/UNDP on results of the consultancy.
Person to Supervise the Work/Performance of the Service Provider	The study will be overseen by the International Project Manager (IPM) of NUPRP. Contractual oversight will be provided by UNDP Operations Manager
Frequency of Reporting	As indicated in the ToR
Progress Reporting Requirements	As indicated in the ToR
Location of work	As indicated in the ToR
Expected duration of work	This consultancy will take place over 6 months and will require 50 working days, including visits to 7 selected cities/towns for reality check and capacity-building training and monitoring.
Target start date	1 July , 2016
Latest completion date	31 December, 2016
Travels Expected	As indicated in the ToR
Special Security Requirements	 ☑ Security Clearance from UN prior to travelling ☐ Completion of UN's Basic and Advanced Security Training ☐ Comprehensive Travel Insurance ☐ Others [pls. specify]
AFacilities 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.
Implementation Schedule indicating breakdown and timing of	⊠ Required □ Not Required



Names and curriculum vitae of individuals who will be involved in completing the services Currency of Proposal □ United States Dollars □ Euro □ Local Currency, BDT Value Added Tax on Price Proposal² Validity Period of Proposals (Counting for the last day of submission of quotes) 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 Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Payment Terms³ Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Payment Terms³ Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. Solve the proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal shall then confirm the extension in writing, without any modification whatso	activities/sub-			
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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ 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.

services and	
authorize the	
disbursement of	:
payment	
Type of Contract to	⊠ Purchase Order
be Signed	☐ Institutional Contract
	☐ Contract for Professional Services
	☐ Long-Term Agreement ⁴
	☐ Other Type of Contract
Criteria for Contract	☐ Lowest Price Quote among technically responsive offers
Award	☐ Highest Combined Score (based on the 70% technical offer and 30%
	price weight distribution)
	☑ 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.
Criteria for the	Evaluation and comparison of proposals: Prior to the technical evaluation
Assessment of	all proposals will be screened based on the minimum eligibility criteria
Proposal	mentioned below:
	Minimum Eligibility Criteria of the firm:
	The firm should be able to demonstrate that it has a specialist focus on
	audit and financial analysis in savings and credit schemes/financial
	products for the poor and extreme poor.
	Profile (which should not exceed fifteen (15) pages including any
	printed brochure relevant to the services being procured) – describing
	the nature of business, field of expertise, licenses, certifications,
	accreditations.
	• Business Licenses — Registration Papers, Tax Payment Certification,
	etc.
	Track Record-
	o The firm must have minimum 5 years of experience in
	undertaking audit and financial analysis of savings and credit
	schemes (NGO and Community based organization level). o Examples of at least 3 key studies/reports in the field must be
	provided (attached or links provided);
	o The firm must have previous experience of completing
	research studies/evaluation for a UN agency or bilateral
	donor;
	Latest Audited Financial Statement – income statement and balance
	sheet to indicate Its financial stability, liquidity, credit standing, and
	market reputation, etc.;
	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.; (Annex 5).



Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

Minimum Eligibility Criteria of key personnel:

Team Leader: The lead researcher will be a key liaison point between NUPRP and the firm. It is expected he/she will have overall responsibility for the consultancy work, the training, reporting and oversight of national team.

- The Leader Researcher must have Master's degree in Economics or equivalent degree, with sound experience on audit/financial analysis of financial products for the poor and extreme poor.
- At least 5 years of working experience in auditing and financial analysis on financial products, including savings and credit schemes at NGO and Community based organization level.

Researchers (minimum 2): The researchers must have experience in undertaking both quantitative and qualitative analysis for auditing or financial examining of savings and credit schemes at NGO and Community based organization level.

- The Researchers must have a Bachelor's degree in Economics and have experience auditing/financial analysis.
- Minimum 3 years of experience undertaking both quantitative and qualitative analysis for auditing or financial studies on financial products, including savings and credit schemes at NGO and Community based organization level. This should include at least 2 studies undertaken with the firm.

Capacity Building Team: The Capacity Building Team must have experience in leading capacity-building workshops with diverse populations /heterogeneous groups. While CVs are not required at this point, the firm is expected to meet this requirement. One page CVs outlining the relevant experience of proposed researchers will be required at the inception report phase.

 The Capacity Building Team must have Bachelors' degree in Social science or Development Studies with previous experience conducting participatory capacity-building workshops on at least three other studies/projects. This should include at least one study/project undertaken with the firm.

"All Proposers must submit necessary documentations to substantiate above Eligibility criteria. Failure to do so shall result in disqualification"

Technical Proposal (70%)

- ☑ Proposed Methodology and work Plan
- Skills and experience of Key Personnel

Tecl	Technical Proposal Evaluation	
Ехр	ertise of firms	
1.1	Experience in undertaking audit and financial analysis on financial products, including savings and credit schemes at NGO and Community based organization level.	10



	1.2	Previous experience of completing research studies/evaluation for a UN agency or bilateral donor;	10
	Prop	osed Methodology and Work Plan	
	2.1	Quality and relevance of proposed approach	10
		Quality of proposed analytical framework	
	2.2		10
	Skills	s and experiences of key personnel	
:	Tea	m Leader (Lead Researcher):	
	3.1	Relevance and level of education	10
		Working experience in auditing and financial analysis of	
	3.2	financial products, including savings and credit schemes at NGO and Community based organization level.	10
	Rese	earchers:	
	3.3	Relevance and level of education	5
	3.4	Experience undertaking both quantitative and qualitative analysis for auditing or financial analytical studies on financial products, including savings and credit schemes at NGO and Community based organization level.	5
	Fina	ncial	30
	Tota	ıl	100
	Finan	cial Proposal (30%)	
	1	computed as a ratio of the Proposal's offer to the lowest price roposals received by UNDP.	among
UNDP will award the contract to:		ne and only one Service Provider	_
	⊠ Fo	rm for Submission of Proposal (Annex 2)	
Annexes to this RFP⁵	⊠ G€	neral Terms and Conditions / Special Conditions (Annex 3) ⁶	
		etailed TOR (Annex 4)	
		hers ⁷ Written Self-Declaration (Annex 5)	
Contact Person for Inquiries	bd.pi	rocurement@undp.org	
(Written inquiries	Any delay in UNDP's response shall be not used as a reason for extendi		
only) ⁸	1	eadline for submission, unless UNDP determines that such an	
	Propo	sion is necessary and communicates a new deadline to the osers.	
		have any query, please write to us at the above given email a	7.1

⁵ Where the information is available in the web, a URL for the information may simply be provided.



⁶ 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.

A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸ 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL9

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[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

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.;
- 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. 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



⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

D. Cost Breakdown per Deliverable* (This portion to be provided in separate sealed envelope)

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3	••••		
	Total	100%	

^{*}This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration	Total Period of	No. of	Total Rate
	per Unit of Time	Engagement	Personnel	
I. Personnel Services				
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				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				<u> </u>
4. Reproduction				
5. Equipment Lease		_		
6. Others			<u> </u>	
III. Other Related Costs				

[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.
- 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.
- 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

- 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

Terms of Reference (TOR) For Strengthening UPPR Community Savings and Credit Groups

A. Project Title

National Urban Poverty Reduction Programme (NUPRP)

B. Project Description

National Urban Poverty Reduction Programme (NUPRP) is to provide support towards contributing to balanced, sustainable growth and reduction of urban poverty in Bangladesh. NUPRP will work nationwide and cover poor people living in slums and informal settlements in cities and towns in Bangladesh.

The ultimate intended beneficiaries of this intervention are the poor and vulnerable urban people, now and in future years. Based on evidence outlined in the previous Urban Partnerships for Poverty Reduction (UPPR) Project reviews and similar types of urban interventions in Bangladesh, the NUPRP reasonably expects a wide range of benefits to result from the interventions at community, municipal and national levels. Given the ever expanding size of the urban centres and the populations that will be linked to employment opportunities, interventions targeting urban poor people should affect overall economic growth, income inequality, employment and the poverty situation.

Selected NUPRP cities/towns will either be City Corporations and Class A Pourashavas. NUPRP will initially focus on 12-15 cities/ towns in Phase 1.

The UPPR Project

Urban Partnerships for Poverty Reduction Project (UPPR) (2008- August 2015) was the single largest urban poverty reduction programme in Bangladesh. It supported the improvement of living conditions and livelihoods of 3 million poor and extreme poor, especially women and girls of 23 cities (City corporations) and Municipalities. Implementation of the project was led by more than 3,000 community organizations in collaboration with Local Government Institutions (LGIs) and technical support of UNDP and UN-Habitat. The executing agency of the project was Local Government Engineering department (LGED) under the Ministry of Local Government, Rural development and Cooperatives (MoLGRD&C). UK-Aid was the key financing partner of the project and provided USD 120 million for the entire project period. By June 2014, the project had achieved or exceeded its targets. The following were the key outputs of UPPR:

- Urban poor communities mobilized to form representative and inclusive groups and prepare community action plans;
- Poor urban communities have healthy and secure living environments;
- Urban poor and extremely poor people acquire the resources, knowledge and skills to increase their income and assets; and,
- Pro-poor urban policies and partnerships supported at the national and local levels

With the closure of the UPPR project, UNDP hired a consultancy Firm to assess the performance and effectiveness of the UPPR financial products and the associated fiduciary risks and sustainability of these interventions. In particular, the study examined UPPR's Savings and Credit Groups (SCGS) to capture the performance of SCGs.

UPPR's community banking Savings and Credit Groups (SCGs) were mainly devised as a key driver of mobilization within UPPR. Similar to Sri Lanka's Women's Bank, the idea behind their creation was to help



build solidarity and empowerment among community members through the promotion of savings habits and building financial management skills. A total of number of 398,247 households have participated in the Community Banking scheme (Savings and Credit Group) over the duration of the UPPR project.

The assessment on the performance and effectiveness of UPPR financial products, particularly SCGs, noted that UPPR financial products were found to be very much effective as huge saving funds being generated by the poor urban community under the umbrella of UPPR from where credit provided to the group members is also massive. However, some areas of the SCGs required additional attention after the closure of UPPR to ensure the sustainable success of the funds. Seven cities/towns have been identified that will be part of this Strengthening and Capacity-Building consultancy.

C. Scope of Work, Overall Objectives and Study Questions

Under the direct guidance of the International Project Manager for NUPRP, the work of the Consultancy aims at strengthening existing Savings and Credit Groups of 7 previous UPPR towns.

This work rests upon two pillars. The first pillar aims at reviewing the current SCGs practices of the 7 selected towns to identify potential gaps. The consultancy will design an approach based from existing SCG manual and the previous Assessment to strengthen the identified weaknesses and conduct refresher training on proper SCG practices. The second pillar aims at building the capacity of SCGs members on the ground to implement good practices and to monitor the progress of the trainings.

1st Pillar: Reviewing the current SCGs practices of the 7 selected towns to identify potential gaps in good practices.

The first pillar aims at reviewing the current SCGs practices of the 7 selected towns to identify potential gaps and prepare an approach to strengthen the SCGs based on existing SCG good practices/manuals.

The consultancy firm will be responsible for carrying out the following, but not limited to these duties;

- Review of the accounting and financial documents/books of SCGs through some randomly selected samples to assess whether the status of the funds as per the books and records are consistent;
- Interviewing the Community Facilitators, Community Leaders, CHDF leaders to understand how they are managing the financial products;
- Checking the bank accounts for Savings and Credit;
- Checking the borrower selection and project selection process
- Checking the loan follow up/monitoring system
- Checking the status of savings and credit performance and the status of credit or loan among the borrowers through document verification and interview with borrowers (UNDP personnel will facilitate accessing the borrowers for interview)
- Checking the Status of Cash –in-hand and related controls and associated fiduciary risks for SCGs group;
- Develop a Capacity-Building approach to strengthen the SCGs in the 7 towns based on existing SCG good practices/manuals.

2nd pillar: Capacity-Building Workshops and Monitoring

This second pillar aims at building the capacity of good practices for SCGs at the local level and to monitor adoption and practice of such activities. The consultancy, in particular the Capacity-Building Facilitators of the team, will be responsible for carrying out the following, but not limited to these duties:

• Conduct refresher training on SCG good practices based from existing SCG practices for community leaders and SCG members in the 7 selected towns.



- Find solutions/process to handle the overdue loan/ bad debt and orient them to sustain the credit program
- Find out Group cohesive technique to strengthen the SCGs to reduce any social conflict and build social safety net through saving and Credit operation.
- Perform periodic monitoring activities of SCGs to ensure compliance with good practices

D. Expected Results and Deliverables

The main expected results of this consultancy are the strengthening of SCGs and building capacity of community leaders on good SCG practices.

The main deliverables will be:

- An inception report
- A final report for Pillar 1, addressing the key issues highlighted in the present document;
- A final report for Pillar 2, addressing the key issues highlighted in the present document;
- A final report and PowerPoint presentation for NUPRP/UNDP on results of the consultancy.

E. Methodology

The Consultancy will undertake the following tasks to achieve the objective of this assignment:

- Reality check in the 7 targeted towns: Field visits will be organized to the 7 targeted towns to conduct a capacity review of SCGs practices and identify gaps.
- <u>Capacity-Building Workshops and Monitoring</u> in the 7 targeted towns: Capacity-building workshops will be conducted with the Savings and Credit Groups. Periodic monitoring visits will take place during the consultancy to measure compliance with good practices guidelines.

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
Inception report	2	5 July 2016	
Pillar One: Capacity and Practices Review of 7 selected cities/towns. Presentation of approach to strengthen the SCGs based on existing SCG manual	14	31 August 2016	Payment will be made upon confirm acceptance by the International Project Manager;
Pillar Two: Report on On- the-ground capacity- building training and monitoring of Savings and Credit Groups in 7 selected cities/towns	32	15 December 2016	 Need approval of work plan to be prepared and submitted with inception report; Need prior approval for any mission
Final report with PowerPoint presentation for NUPRP and UNDP Senior Management on the results of the consultancy	2	31 December 2016	outside of UNDP with the provision of TA and DSA as per organization policy.



F. Institutional Arrangement

The study will be overseen by the International Project Manager (IPM) of NUPRP. Contractual oversight will be provided by UNDP Operations Manager

G. Duration of the Work and Duty Stations

This consultancy will take place over 6 months and will require 50 working days, including visits to 7 selected cities/towns for reality check and capacity-building training and monitoring. The expected start date is 1 July 2016. The firm is expected to work from their own offices and visit NUPRP Headquarters for meetings. The Capacity-Building Team will travel to the selected cities/towns for capacity-building training and monitoring.

H. Final Products

Each study phase should result in a report that should be formatted to A4 size paper, and be in a condition that can be published without any further work. It should be submitted in both hard and soft copy (MS Word Version). All data sets and analysis must be returned to the project.

I. Scope of Price Proposal and Schedule of Payments

Remuneration of the successful contractor will be fixed and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this ToR. The price should take into account all HR costs and professional fees, travel costs, subsistence and ancillary expenses. The financial proposal shall specify the total lump sum amount and must be all inclusive (professional fees, travel costs, living allowances, medical allowances, communications costs etc.)

UNDP shall effect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by NUPRP/UNDP of the deliverables specified in the ToR. Payments will be based on milestone deliverables upon submission of invoice and upon certification of the work completed.

- •! 1st payment 20% of total contract value will be paid after submission and acceptance of the inception report.
- 2nd payment 40% of total contract value will be paid after submission and acceptance of the Final Report for Pillar 1.
- 3rd payment 40% of total contract value will be paid after submission and acceptance of the Final Report on Pillar 2 and the Final report with PowerPoint presentation for NUPRP and UNDP Senior Management on the results of the consultancy.

J. Responsibilities of the Contractor regarding cost component

All costs related to this assignment including logistics, office arrangements, accommodation, travel etc. shall be borne by the contractor

K. Responsibilities of UNDP regarding cost component

UNDP shall pay the lump sum amount quoted in the financial proposal and shall be paid as achievement of milestones as per the ToR

Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the NUPRP team along with a plan to remedy the delay

L. Identification of Risk and Risk Mitigation Plan

The firm will be solely responsible for the deliverables and will be responsible to achieve these milestones. Any delay should be reported prior the time point of the milestones as per the submitted work plan.



Declaration

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United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: "Strengthening UPPR Community Savings and Credit Groups"

Reference: RFP-BD-2016-007

Yours Sincerely,

