



04 September 2019

REQUEST FOR PROPOSAL (RFP-BD-2019-036)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for hiring a Firm for conducting study on: **Framework for introduction of National Social Insurance Scheme in Bangladesh-SPPS**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Wednesday, September 18, 2019

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

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org>; using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest

Password: why2change

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

Your Proposal must be expressed in the English, and valid for a minimum period of 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 (with file name less than 60 characters) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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

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,



Operations Manager OIC
04 September 2019

Description of Requirements

Context of the Requirement	<p>Bangladesh was a global leader in the achievement of the Millennium Development Goals (MDGs) and shaping the discourse for the Post 2015 development, resilience, urban poverty reduction and social protection agendas. In the Sustainable Development Goals (SDGs) era, Social Security Policy Support (SSPS) Programme of the Cabinet Division and General Economics Division under TA support of UNDP Bangladesh look to continue to act on its portfolio of programmes to achieve the national objectives of Bangladesh and eliminate poverty. It has originated many of the most exciting and innovative solutions to development challenges.</p> <p>In the area of improved governance, UNDP and the Department of Foreign Affairs and Trade (DFAT: Australia) is partnering with the Government of Bangladesh in significant ways, particularly in improved institutional development in social protection and aid effectiveness. Specifically, Social Security Policy Support (SSPS) Programme, through expert, evidence-based support, is working with the government to reconfigure the current social security system so that economic growth is achieved in a more inclusive manner, with economic opportunities reaching the rural and urban poor and the protection of vulnerable groups against shocks. The programme is supporting the government in two areas namely governance of social protection and strengthening of systems. UNDP, DFAT, and the Government of Bangladesh recognize that a coherent and effective social protection system is central to Bangladesh's future economic and social development. As part of on-going NSSS technical support work, a series of professional, evidence-based research / diagnostic studies have and are being carried out to inform current and future reforms and serve as evidence for policy and decision-makers.</p> <p>One of the reform areas in the NSSS is social insurance schemes, and as a result, on 19 May 2019, the coordination meeting under the Chair of Senior Secretary, Coordination and Reforms of the Cabinet Division took decision that SSPS Programme will provide assistance in conducting such feasibility study, outlining a model of national social insurance programmes / schemes. This is of particular importance as Bangladesh continues to advance economically. In July 2015, Bangladesh advanced from Lower-Income-Country status to become a Lower-Middle-Income Country under the World Bank classification. Further, Bangladesh has met the threshold in 2018 to advance from the UN classification Least Developed Country category to Developing Country, which will be assessed again in 2021 and then formally announced in 2024. Therefore, it is</p>
----------------------------	--

important for Bangladesh to begin implementing employment policies and social insurance to address the emerging needs of a middle income, developing Bangladesh. The NSSS states, "social insurance schemes should enable those who have sufficient income to invest in an additional level of protection against lifecycle risks", and to begin "initiating a social insurance system that enables people to invest in their own social security, providing protection against the risks of old age, disability, unemployment and maternity". Specifically, possibilities to implement 1) a National Social Insurance Scheme (NSIS) to be managed under the Insurance Development & Regulatory Authority via the provision of the Insurance Act 2010 including the insurance components of:

- a) Unemployment
- b) Sickness
- c) Maternity
- d) Accidental

It should be noted that the Government of Bangladesh has made a declaration for a Universal Pension Scheme. Additionally, an examination of the differences between the formal and informal sector should be analyzed and reported on, discussing approaches such as targeted vs universal, and what would the implications be of targeting the informal sector; would it be feasible, practical?

Below is direct text taken from the NSSS that is relevant to the assignment:

The National Social Insurance Scheme (NSIS)

As means of preparing the country for a growing elderly population, the Government will explore the possibilities to design a National Social Insurance Scheme (NSIS), based on the principle of employers and employees jointly paying contributions into a national social insurance fund. It would provide pensions as well as addressing other contingencies (such as disability, sickness, workplace accidents/injury, unemployment and maternity, as discussed in other sections). Initially, the NSIS would be aimed at those in the formal sector from whom contributions can be collected relatively easily on a mandatory basis but will gradually be extended to the informal sector.

At the start, it may be managed under the newly constituted Insurance Development and Regulatory Authority of Bangladesh (IDRA) under the Bank and Financial Institutions Division of Ministry of Finance. The Cabinet will agree the specific design of the NSIS, based on recommendations of the Bank and Financial Institutions Division of Ministry of Finance and IDRA and consultations with private business enterprises. The

NSSS in the main covers social allowances, with special emphasis to integrate the poorest and the most vulnerable members of society. However, with transition to Middle Income Country status there is a need to pay attention also to contributory social insurance. The NSIS would be a core component of the Government's long-term vision for Social Security in Bangladesh and play a major role in enabling Bangladesh deal with the challenge of ageing. A NSIS with gradually extended coverage would, over time, contribute to universal pension coverage in combination with Old Age Allowance.

Private Voluntary Pensions

The Government will encourage the growth of private pension for those who want additional protection in old age and are willing to finance these themselves. This process will start by the commissioning of a study of current private pensions in Bangladesh with a view to making recommendations on how to encourage the growth of private pension schemes and ensuring the security of investments by members of such schemes. The study will examine the viability of establishing a Pension Regulatory Authority that will be responsible for supervising private pensions, thereby ensuring their integrity, fairness and financial sustainability. The study will be carried out under the auspices of the Bank and Financial Institutions Division (BFID).

Explore possibilities to establish a National Social Insurance Scheme (NSIS), to be managed under the Insurance Development & Regulatory Authority (IDRA) under the provision of the Insurance Act-2010, based on the principle of employers and employees jointly paying contribution. The NSIS would provide pensions as well as address other contingencies (such as disability, sickness, unemployment and maternity).

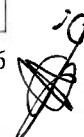
The NSIS and the PVP would be funded through employer and employee contributions.

The Government also understands that new proposals in NSSS such as the childcare proposals and the NSIS will initially benefit urban residents mostly owing to the location of the formal economic activities. Therefore, special efforts will be made to expand these benefits to the rural population.

Unemployment Insurance

A flexible labour market is a necessary component of a successful economy as it enables labour to move from business sectors that are failing to those that are emerging or growing. However, a flexible labour market is only possible if an effective system is in place to support those who may lose their jobs. Therefore, the Bank and Financial Institutions Division as the lead agency of this— as part of the NSIS (see Section 4.3.3) — will develop a system of unemployment insurance for

	<p>workers in the organized private sector. This insurance will be fully financed by employers and employees. Once consolidated, the scope will also be broadened to include insurance coverage for accidents and sickness while efforts to extend it to the informal sector will move forward.</p> <p>The Government will integrate a mechanism for providing all new mothers with maternity insurance within a new National Social Insurance Scheme (NSIS), which is described further in Section 4.3.3. The parameters of this mechanism will be established during the design of the NSIS but the Government will aim to provide all members with maternity payments of six months. As part of good practice, all members – male and female – will be obligated to pay the maternity insurance contribution since, if the burden for payment is placed on only women, this would increase the costs of female labour and discourage employers from contracting women. Payments will be shared by employees and employers.</p> <p>-----</p> <p>---</p> <p>Therefore, this assignment is about two components: 1) exploring the NSSS recommendations for establishing a NSIS and all its components; and 2) private voluntary pension.</p> <p>This framework output will directly serve to inform policy-maker on possible paths forward for creating and implementing specific national social insurance schemes considering experiences in some developing countries and the private voluntary pension. The output will specifically inform national dialogues, workshops, and discussions on the development of national social insurance scheme strategies and a private voluntary pension, and then corresponding action plans.</p> <p>The assignment should recommend options for a NSIS and a private voluntary pension, and include determining the viability of a Pensions Regulatory Authority.</p>
Implementing Partner of UNDP	SPPS
Brief Description of the Required Services	<p>Under this assignment, the firm will work to achieve the following tasks:</p> <p>Framework for Introduction of NSIS and Private Voluntary Pension:</p> <ul style="list-style-type: none"> • Output must: <ul style="list-style-type: none"> ○ identify key factors contributing to the topic of discussion, relevant actors, current state of affairs in relation to the topic, and contextual analysis; ○ be evidence-based (in country and outside country evidence-based good experiences), including fully sourced with citations;



	<ul style="list-style-type: none"> ○ where applicable, make use of proper statistical methods; ○ engage a local Bangladesh team member (if not the lead author); • *The output is expected to be produced at an academic quality level, providing rigorous and well researched supporting evidence, sound and logical analysis, contextualized to Bangladesh, and be clear and concise in written format (jargon language and hyperbole phrasing are unacceptable). The author and support team for each research and diagnostic study must provide bibliographies and correct APA (or agreed upon formatting) formatting for all work. <p>Assignment Details:</p> <ul style="list-style-type: none"> a. 1 pre-assignment meeting with the Member (Senior Secretary) GED, Bangladesh Planning Commission, and SSPS project team to ensure that all parties are in specific agreement on the detailed research areas to be conducted. b. 1 methodology briefing meeting with the SSPS project team to approve planned activities around developing preliminary analysis and frameworks for: <ul style="list-style-type: none"> i. A National Social Insurance Scheme (NSIS) to be managed under the Insurance Development & Regulatory Authority via the provision of the Insurance Act 2010 including the components of: <ol style="list-style-type: none"> 1. Unemployment 2. Sickness 3. Maternity 4. Accidental ii. Private Voluntary Pension and schemes. iii. Both above with possible examination of contributions from employers. iv. Both above examination of voluntary vs forced contributions. v. A diagnosis analysis based on what is laid out in the NSSS of the current situation. vi. Examination of implications of a NSIS in the formal and informal sector and contextual response to each sector.
--	---

	<ul style="list-style-type: none"> c. Review and analysis of NSSS provisions and objectives related to social insurance type schemes in Bangladesh. d. At least 5 Key Informant Interviews with NSSS related GoB officials (support for meeting arrangement from SPPS project). e. Secondary literature review (at least 3 resources) that relate to and provide information on responding to the question of the feasibility of social insurance type schemes in Bangladesh. f. Comparative, in-depth analysis of best international practices in terms of implementing and operating national social insurance schemes with a focus on examining at least 1 developed country and at least 2 developing countries that can be contextualized to Bangladesh. g. Recommendations, including pros and cons, on possible and plausible paths forward for Bangladesh on implementing national social insurance schemes, including potential designs and indicating financial implications. h. Consolidation of recommendations into a policy options framework for beginning the process of establishing the NSIS and Private Voluntary Pensions. i. Prepare a draft report / framework including 1) Financing; 2) Feasibility; 3) Institutional Structure; and 4) Operationalization, and present it in a roundtable with key stakeholders (to be organized by SPPS project team and take place in Dhaka). j. Submit the output for independent peer review (outside author's team) at the firm's expense, if any (include in financial proposal if expense necessary). k. Prepare the final report / framework based on feedback from the roundtable presentation. l. Present a policy brief and present to policy makers on final major findings, recommendations, challenges, best international practices, and feasibility (presentation forum to be organized by SPPS / GED). m. Include a Team Leader and at least 1 supporting Team Member for the delivery of the output.
--	--



List and Description of Expected Outputs to be Delivered	Output	Days
	Inception Report detailing planned methodology and timeline	5 days
	Draft Report / Framework	37 days
	Final Report / Framework	8 days
Person to Supervise the Work/Performance of the Service Provider	<i>Project Manager, SPPS</i>	
Frequency of Reporting	<i>As indicated in the ToR</i>	
Progress Reporting Requirements	<i>As indicated in the ToR</i>	
Location of work	<input type="checkbox"/> Exact Address/es <i>As indicated in the ToR</i>	
Expected duration of work	Duration of the assignment will be 50 days	
Target start date	September 2019	
Latest completion date	October 2019	
Travels Expected	<i>As indicated in the ToR</i>	
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others <i>[pls. specify]</i>	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency, BDT	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT	
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>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.</p>	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted	
Payment Terms	<ul style="list-style-type: none"> - 1st Installment: 15% of the Total Contract amount will be paid after submission of Inception Report detailing planned methodology and timeline and upon acceptance by the Contract Administrator. - 2nd Installment: 50% of the total Contract amount will be paid after submission of Draft Report / 	

	<p>Framework and upon acceptance by the Contract Administrator.</p> <ul style="list-style-type: none"> - Final Installment: 35% of the total Contract amount will be paid after submission of Final Report / Framework and upon acceptance by the Contract Administrator.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, SPPS
Type of Contract to be Signed	<p><input type="checkbox"/> Purchase Order</p> <p><input type="checkbox"/> Institutional Contract</p> <p><input checked="" type="checkbox"/> Contract for Professional Services</p> <p><input type="checkbox"/> Long-Term Agreement</p> <p><input type="checkbox"/> Other Type of Contract</p>
Criteria for Contract Award	<p><input type="checkbox"/> Lowest Price Quote among technically responsive offers</p> <p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><input checked="" type="checkbox"/> 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.</p>
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> <ul style="list-style-type: none"> • Minimum eligibility criteria of the consultancy firm: Business Licenses – Registration Papers, Tax Payment Certification, etc. • 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; • The company must have at least 3 years of business under the same name from the day of Certification of Incorporation till the day of submission of the bid. • The firm must have experience of at least 3 completed or ongoing research, development, or advisory services work within the past 3 years. <p>Minimum eligibility criteria of the key personnel:</p> <p>Team Leader:</p> <ul style="list-style-type: none"> • Minimum Master's in social sciences, economics, social policies, social insurance, public administration, or any relevant field.

- Minimum 10 years of working experience in research/study in social protection with focus on social insurance or related social sciences

Team Members:

- Minimum Master's in social sciences in social sciences or any relevant field;
- Minimum 5 years of working experience in research/study in social protection, or related social sciences.

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

Technical Proposal (70%)

☒ Background experience/ Expertise of Firm

☒ Adequacy and comprehensiveness of the proposal (concept, approach, work plan)

☒ Qualifications and competence of the key staff for the Assignment

BASIS OF TECHNICAL EVALUATION

Criteria	Weight	Max. Points
Technical	70	
Expertise of the firm		
<i>Overall working experience of a similar development advisory services level, including research, policy support, evaluation, and related services.</i>	5	
Expertise of Team		
<i>Team Leader: level and relevance of education</i>	10	
<i>Team Leader: experience working in similar assignments / research outputs as leading role</i>	20	
<i>Team Member(s): experience working in similar assignments / research outputs</i>	10	
Methodology/Work approach		
<i>Quality and relevance of proposed approach and methodology</i>	25	
<ul style="list-style-type: none"> - Overall understanding of the assignment and proposed research methodology - (10) - Appropriateness and relevance of tools and 		

	methodology - (10) - Proposed work plan and timeline relevant to the assignment as per the ToR - (5)		
	Financial	30	
	Total	100	
	<p>Financial Proposal (30%) 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:</p> <p>Rating the Technical Proposal (TP): $TP\ Rating = (Total\ Score\ Obtained\ by\ the\ Offer / Max.\ Obtainable\ Score\ for\ TP) \times 100$ Rating the Financial Proposal (FP): $FP\ Rating = (Lowest\ Priced\ Offer / Price\ of\ the\ Offer\ Being\ Reviewed) \times 100$ Total Combined Score: $(TP\ Rating) \times (Weight\ of\ TP,\ e.g.\ 70\%) + (FP\ Rating) \times (Weight\ of\ FP,\ e.g.,\ 30\%)$ =Total Combined and Final Rating of the Proposal</p> <p>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</p>		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)		
Contact Person for Inquiries (Written inquiries only)	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 10 September 2019.</i> <i><u>"Queries on RFP-BD-2019-036"</u></i> 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.		
Other Information	A pre-bid meeting will be held at IDB Bhaban, (19 th floor), meeting room, for the clarification on the bidding document and ToR <u>on 10 September 2019 at 11.00 M.</u> Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.		

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

Minimum eligibility criteria of the consultancy firm:

- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- 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;
- The company must have at least 3 years of business under the same name from the day of Certification of Incorporation till the day of submission of the bid.
- The firm must have experience of at least 3 completed or ongoing research, development, or advisory services work within the past 3 years.

Minimum eligibility criteria of the key personnel:

Team Leader:

- Minimum Master's in social sciences, economics, social policies, social insurance, public administration, or any relevant field.
- Minimum 10 years of working experience in research/study in social protection with focus on social insurance or related social sciences

Team Members:

- Minimum Master's in social sciences in social sciences or any relevant field;
- Minimum 5 years of working experience in research/study in social protection, or related social sciences.

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria. Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

A. 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.

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

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

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

D. Cost Breakdown by Cost Component [This is only an Example] (The file with the "FINANCIAL PROPOSAL" must be encrypted with a password):

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
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				
4. Reproduction				
5. Equipment Lease				
6. Others				
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.
- 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 it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar

operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference (TOR)

Terms of Reference (TOR) for hiring a Firm for conducting study on: Framework for introduction of National Social Insurance Scheme in Bangladesh

A. Project Title: Social Insurance Diagnostics and Feasible Model for Bangladesh

B. Project Description:

Bangladesh was a global leader in the achievement of the Millennium Development Goals (MDGs) and shaping the discourse for the Post 2015 development, resilience, urban poverty reduction and social protection agendas. In the Sustainable Development Goals (SDGs) era, Social Security Policy Support (SSPS) Programme of the Cabinet Division and General Economics Division under TA support of UNDP Bangladesh look to continue to act on its portfolio of programmes to achieve the national objectives of Bangladesh and eliminate poverty. It has originated many of the most exciting and innovative solutions to development challenges.

In the area of improved governance, UNDP and the Department of Foreign Affairs and Trade (DFAT: Australia) is partnering with the Government of Bangladesh in significant ways, particularly in improved institutional development in social protection and aid effectiveness. Specifically, Social Security Policy Support (SSPS) Programme, through expert, evidence-based support, is working with the government to reconfigure the current social security system so that economic growth is achieved in a more inclusive manner, with economic opportunities reaching the rural and urban poor and the protection of vulnerable groups against shocks. The programme is supporting the government in two areas namely governance of social protection and strengthening of systems. UNDP, DFAT, and the Government of Bangladesh recognize that a coherent and effective social protection system is central to Bangladesh's future economic and social development. As part of on-going NSSS technical support work, a series of professional, evidence-based research / diagnostic studies have and are being carried out to inform current and future reforms and serve as evidence for policy and decision-makers.

One of the reform areas in the NSSS is social insurance schemes, and as a result, on 19 May 2019, the coordination meeting under the Chair of Senior Secretary, Coordination and Reforms of the Cabinet Division took decision that SSPS Programme will provide assistance in conducting such feasibility study, outlining a model of national social insurance programmes / schemes. This is of particular importance as Bangladesh continues to advance economically. In July 2015, Bangladesh advanced from Lower-Income-Country status to become a Lower-Middle-Income Country under the World Bank classification. Further, Bangladesh has met the threshold in 2018 to advance from the UN classification Least Developed Country category to Developing Country, which will be assessed again in 2021 and then formally announced in 2024. Therefore, it is important for Bangladesh to begin implementing employment policies and social insurance to address the emerging needs of a middle income, developing Bangladesh. The NSSS states, "social insurance schemes should enable those who have sufficient income to invest in an additional level of protection against lifecycle risks", and to begin "initiating a social insurance system that enables people to invest in their own social security, providing protection against the risks of old age, disability, unemployment and maternity". Specifically, possibilities to implement 1) a National Social Insurance Scheme (NSIS) to be managed under the Insurance Development & Regulatory Authority via the provision of the Insurance Act 2010 including the insurance components of:

- e) Unemployment
- f) Sickness
- g) Maternity
- h) Accidental

It should be noted that the Government of Bangladesh has made a declaration for a Universal Pension Scheme. Additionally, an examination of the differences between the formal and informal sector should be analyzed and reported on, discussing approaches such as targeted vs universal, and what would the implications be of targeting the informal sector; would it be feasible, practical?

Below is direct text taken from the NSSS that is relevant to the assignment:



The National Social Insurance Scheme (NSIS)

As means of preparing the country for a growing elderly population, the Government will explore the possibilities to design a National Social Insurance Scheme (NSIS), based on the principle of employers and employees jointly paying contributions into a national social insurance fund. It would provide pensions as well as addressing other contingencies (such as disability, sickness, workplace accidents/injury, unemployment and maternity, as discussed in other sections). Initially, the NSIS would be aimed at those in the formal sector from whom contributions can be collected relatively easily on a mandatory basis but will gradually be extended to the informal sector.

At the start, it may be managed under the Insurance Development and Regulatory Authority of Bangladesh (IDRA) under the Financial Institutions Division (FID) of Ministry of Finance. The Cabinet may agree the specific design of the NSIS, based on recommendations of the FID of Ministry of Finance and IDRA and consultations with Ministry of Labour and Employment (MoLE) including public and private business enterprises. In the NSSS social allowances emphasis to integrate the poorest and the most vulnerable members of society. However, with transition to Middle Income Country status there is a need to pay attention also to contributory social insurance. The NSIS would be a core component of the Government's long-term vision for Social Security in Bangladesh and play a major role in enabling Bangladesh deal with the challenge of ageing. A NSIS with gradually extended coverage would, over time, contribute to universal pension coverage in combination with Old Age Allowance.

Private Voluntary Pensions

The Government will encourage the growth of private pension for those who want additional protection in old age and are willing to finance these themselves. This process will start by the commissioning of a study of current private pensions in Bangladesh with a view to making recommendations on how to encourage the growth of private pension schemes and ensuring the security of investments by members of such schemes. The study will examine the viability of establishing a Pension Regulatory Authority that will be responsible for supervising private pensions, thereby ensuring their integrity, fairness and financial sustainability. The study will be carried out under the auspices of the Bank and Financial Institutions Division (BFID).

Explore possibilities to establish a National Social Insurance Scheme (NSIS), to be managed under the Insurance Development & Regulatory Authority (IDRA) under the provision of the Insurance Act-2010, based on the principle of employers and employees jointly paying contribution. The NSIS would provide pensions as well as address other contingencies (such as disability, sickness, unemployment and maternity).

The NSIS and the PVP would be funded through employer and employee contributions.

The Government also understands that new proposals in NSSS such as the childcare proposals and the NSIS will initially benefit urban residents mostly owing to the location of the formal economic activities. Therefore, special efforts will be made to expand these benefits to the rural population.

Unemployment Insurance

A flexible labour market is a necessary component of a successful economy as it enables labour to move from business sectors that are failing to those that are emerging or growing. However, a flexible labour market is only possible if an effective system is in place to support those who may lose their jobs. Therefore, the Bank and Financial Institutions Division as the lead agency of this– as part of the NSIS (see Section 4.3.3) – will develop a system of unemployment insurance for workers in the organized private sector. This insurance will be fully financed by employers and employees. Once consolidated, the scope will also be broadened to include insurance coverage for accidents and sickness while efforts to extend it to the informal sector will move forward.

The Government will integrate a mechanism for providing all new mothers with maternity insurance within a new National Social Insurance Scheme (NSIS), which is described further in Section 4.3.3. The parameters of this mechanism will be established during the design of the NSIS but the Government will aim to provide all members with maternity payments of six months. As part of good practice, all members – male and female – will be obligated to pay the maternity insurance contribution since, if the burden for payment is placed on only women, this would increase the costs of female labour and discourage employers from contracting women. Payments will be shared by employees and employers.

Therefore, this assignment is about two components: 1) exploring the NSSS recommendations for establishing a NSIS and all its components; and 2) private voluntary pension.

This framework output will directly serve to inform policy-maker on possible paths forward for creating and implementing specific national social insurance schemes considering experiences in some developing countries and the private voluntary pension. The output will specifically inform national dialogues, workshops, and discussions on the development of national social insurance scheme strategies and a private voluntary pension, and then corresponding action plans.

The assignment should recommend options for a NSIS and a private voluntary pension and include determining the viability of a Pensions Regulatory Authority.

C. Scope of work:

Under this assignment, the firm will work to achieve the following tasks:

Framework for Introduction of NSIS and Private Voluntary Pension:

- Output must:
 - identify key factors contributing to the topic of discussion, relevant actors, current state of affairs in relation to the topic, and contextual analysis;
 - be evidence-based (in country and outside country evidence-based good experiences), including fully sourced with citations;
 - where applicable, make use of proper statistical methods;
 - engage a local Bangladesh team member (if not the lead author);
- *The output is expected to be produced at an academic quality level, providing rigorous and well researched supporting evidence, sound and logical analysis, contextualized to Bangladesh, and be clear and concise in written format (jargon language and hyperbole phrasing are unacceptable). The author and support team for each research and diagnostic study must provide bibliographies and correct APA (or agreed upon formatting) formatting for all work.

Assignment Details:

- n. 1 pre-assignment meeting with the Member (Senior Secretary) GED, Bangladesh Planning Commission, and SPPS project team to ensure that all parties are in specific agreement on the detailed research areas to be conducted.
- o. 1 methodology briefing meeting with the SPPS project team to approve planned activities around developing preliminary analysis and frameworks for:
 - i. A National Social Insurance Scheme (NSIS) to be managed under the Insurance Development & Regulatory Authority via the provision of the Insurance Act 2010 including the components of:
 1. Unemployment
 2. Sickness
 3. Maternity
 4. Accidental
 - ii. Private Voluntary Pension and schemes.
 - iii. Both above with possible examination of contributions from employers.
 - iv. Both above examination of voluntary vs forced contributions.
 - v. A diagnosis analysis based on what is laid out in the NSSS of the current situation.
 - vi. Examination of implications of a NSIS in the formal and informal sector and contextual response to each sector.
- p. Review and analysis of NSSS provisions and objectives related to social insurance type schemes in Bangladesh.
- q. At least 5 Key Informant Interviews with NSSS related GoB officials (support for meeting arrangement from SPPS project).
- r. Secondary literature review (at least 3 resources) that relate to and provide information on responding to the question of the feasibility of social insurance type schemes in Bangladesh.
- s. Comparative, in-depth analysis of best international practices in terms of implementing and operating national social insurance schemes with a focus on examining at least 1 developed country and at least 2 developing countries that can be contextualized to Bangladesh.

- t. Recommendations, including pros and cons, on possible and plausible paths forward for Bangladesh on implementing national social insurance schemes, including potential designs and indicating financial implications.
- u. Consolidation of recommendations into a policy options framework for beginning the process of establishing the NSIS and Private Voluntary Pensions.
- v. Prepare a draft report / framework including 1) Financing; 2) Feasibility; 3) Institutional Structure; and 4) Operationalization and present it in a roundtable with key stakeholders (to be organized by SPPS project team and take place in Dhaka).
- w. Submit the output for independent peer review (outside author's team) at the firm's expense, if any (include in financial proposal if expense necessary).
- x. Prepare the final report / framework based on feedback from the roundtable presentation.
- y. Present a policy brief and present to policy makers on final major findings, recommendations, challenges, best international practices, and feasibility (presentation forum to be organized by SPPS / GED).
- z. Include a Team Leader and at least 1 supporting Team Member for the delivery of the output.

D. Expected Outputs:

As per RFP Document

E. Institutional Arrangement:

- The firm will work under the guidance of the Project Manager of SSPS.
- The firm will facilitate its own logistics, and any other related costs needed for conducting the research studies.
- The firm will report bi-weekly of their progress (every 14 days) from the day of contract signing to the Project Manager through either email or 1-page hard copy delivered submission.
- The firm will interact and receive instructions from the above on an as needed basis until the contract is completed.
- The company is responsible for all travel to and from work sites, including meeting any study team or focal points for discussion. All envisaged travel costs must be included in the financial proposal.

F. Duration of the Work:

- 50 days. September 2019 and the tasks to be completed by no later than 31 October 2019

G. Duty Station:

- The Firm is expected to work from their own offices, attend meetings at SPPS office at GED as required, and visit field sites

H. Qualifications of the Successful Contractor:

As per RFP document

I. Scope of Bid Price and Schedule of Payments:

- The contract will be fixed and is output-based regardless of extensions of the herein specific duration.

As per RFP document

Recommended Presentation of proposal

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

Technical Proposal

1. Firm information – Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
2. Relevant Experience – Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in undertaking large scale data collection, and list of current and past assignments of the Firm;
3. Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for

completion/delivery of the final product which, after selection of the contractor, will be agreed upon by the Project in consultation with the Advisory Panel of Experts in the early stages of the commencement.

4. Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. survey analysis, field management, etc.
5. Tools and Methodologies – Outlining how your firm’s specific approach to qualitative research, including participatory methods, are relevant to the questions under study and meet the highest research standards. This should also include a detailed approach to qualitative data analysis.
6. Sampling strategy – The firm must give a detailed overview of what sampling strategy it will use to select a sample for this study (for any surveys, where applicable).
7. Quality assurance – The firm must outline how it will ensure quality at all stages of the project but with a particular emphasis on sampling; data collection; data analysis; and reporting. This will be subject to review by SPSS during project implementation.

Two references must be provided by the contractor from firms’ previous work has been undertaken. These should be from the past two years and should relate to projects on which proposed team members worked.

Financial Proposal (including fee, travel cost, DSA, and other relevant expenses)

- (i) The Financial Proposal shall specify a total delivery amount (in USD or BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overheard recharges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working.

The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

Evaluation

In response to the invitation of tender, the contractor will have to submit a Technical Proposal as per the Terms of Reference of the scheme and a Financial Proposal separately (in 2 separate envelopes). The tender selection committee will first evaluate the technical proposal of the firms/institutions. Any firms/institutions getting more than 70% of the maximum achievable points in the technical proposal will be considered responsive for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

A cumulative analysis weighted-score method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:

- Responsive/compliant/acceptable with reference to this ToR, and;

Having received the highest score out of a pre-determined set of weighted technical and financial criteria to this solicitation, with the ratio at 70:30 respectively.

Technical Evaluation Criteria (Total 70 marks)

As per RFP document

Financial Evaluation (Total 30 marks)

As per RFP document

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon

Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment _____

Reference: RFP-BD-2019-036

Dear Sir,

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

Yours Sincerely,

