

**REQUEST FOR PROPOSAL (RFP-BD-2020-024)**

Empowered lives.  
Resilient nations.

NAME & ADDRESS OF FIRM	DATE: August 24, 2020
	REFERENCE: RFP-BD-2020-024

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **hiring a firm for conducting a study on water and sanitation coverage and explore the opportunities of private sector investment in the safe water and sanitation sector in the 2 (two) SFLP pilot Upazilas**

**Proposals shall be submitted on or before 04.30 pm (local BD Time) on Sunday, September 7, 2020**

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

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

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

**Username:** event.guest

**Password:** why2change

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

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

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

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

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

*Ethiopia*

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Van Nguyen  
Deputy Resident Representative  
UNDP Bangladesh  
24/08/2020



**Annex 1****Description of Requirements**

Context of the Requirement	Hiring a Firm for conducting a study on water and sanitation coverage and explore the opportunities of private sector investment in the safe water and sanitation sector in the 2 (two) SFLP pilot Upazilas
Implementing Partner of UNDP	Strengthening Institutional Capacity for SDGs Achievement in Bangladesh (SC4SDG) Project
Brief Description of the Required Services	<p>“Strengthening Institutional Capacity for SDGs Achievement in Bangladesh (SC4SDG)”, is a multi-year initiative to support the Government of Bangladesh. This project aims to go beyond the conventional partnership with the government to private sector, NGOs, CSOs, think-tank, academia and media to ensure the ‘whole of the society’ approach to attain SDG goals and targets.</p> <p>One of the components of the project is SDG Financing and Localization Platform. With views to do SDG localization and to encourage and test the private sector engagement and investment in the SDGs attainment process of the country, SDG Financing and Localization Platform (SFLP) initiative of UNDP Bangladesh with support from Local Government Division (LGD) of Bangladesh Government in being implemented as pilot basis since September, 2018. Objectives of SFLP initiative are as follows:</p> <ul style="list-style-type: none"> <li>▪ To upsurge necessary awareness and commitment of the local stakeholders for contributing to the overall SDG attainment process of Bangladesh government.</li> <li>▪ To create necessary environment in the selected piloting areas for private sector engagement and investment for clean water in partnership with different stakeholders including District Administration, Local Government Institutions (LGIs), Private Sector Actors, and NGOs.</li> </ul>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>▪ Deliverable 01: Inception report with detailed methodology and work plan including tools for collection of data under the study;</li> <li>▪ Deliverable 02: Submission of final set of tools in English and Bangla and translated version of the SDG Financing and Localization toolkit in Bangla;</li> <li>▪ Deliverable 03: Submission of data collection completion report and database;</li> <li>▪ Deliverable 04: Submission of draft Upazila wise 2 complete study reports incorporating union wise fact sheets on situation of water and sanitation coverage and opportunities of private sector engagement in the sector and various business models in water and sanitation;</li> <li>▪ Deliverable 05: Submission of final Upazila wise reports addressing feedback on the draft reports.</li> </ul>

Person to Supervise the Work/Performance of the Service Provider	The work/performance of the Service Provider will be supervised by the Project Manager, SFLP project of UNDP.
Frequency of Reporting	<i>As indicated in the TOR</i>
Progress Reporting Requirements	As indicated in the TOR
Location of work	<input checked="" type="checkbox"/> As indicated in the TOR
Expected duration of work	This consultancy will require 45 working days over a period of 2.5 months.
Target start date	20 September, 2020
Latest completion date	4 December 2020
Travels Expected	As indicated in the ToR
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"/> Others Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs related to this assignment including logistics, office arrangements, accommodation, travel etc. shall be borne by the contractor. Whereas UNDP will pay the lump sum amount as per contract and shall be paid as achievement of milestones as per the ToR.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <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"/> <b>must be inclusive of VAT and other applicable indirect taxes</b>
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.



Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs and deliverables</th><th>Payments (% of total)</th></tr> </thead> <tbody> <tr> <td>1st payment will be paid after the submission of inception report with detailed methodology and work plan including tools for collection of data under the study</td><td>20%</td></tr> <tr> <td>2nd Payment will be paid after the submission of final set of tools in English and Bangla and Translated version of the SDG Financing and Localization toolkit in Bangla</td><td>20%</td></tr> <tr> <td>3rd Payment will be paid after the submission of data collection completion report and database</td><td>20%</td></tr> <tr> <td>4th Payment will be paid after the submission of draft Upazila wise 3 complete study report incorporating union wise fact sheets on situation of water and sanitation coverage and opportunities of private sector engagement in the sector and various business models in water and sanitation</td><td>20%</td></tr> <tr> <td>5th Payment will be paid after the submission of final Upazila wise reports addressing feedback on the draft reports</td><td>20%</td></tr> <tr> <td><b>Total</b></td><td><b>100 %</b></td></tr> </tbody> </table>	Outputs and deliverables	Payments (% of total)	1st payment will be paid after the submission of inception report with detailed methodology and work plan including tools for collection of data under the study	20%	2nd Payment will be paid after the submission of final set of tools in English and Bangla and Translated version of the SDG Financing and Localization toolkit in Bangla	20%	3rd Payment will be paid after the submission of data collection completion report and database	20%	4th Payment will be paid after the submission of draft Upazila wise 3 complete study report incorporating union wise fact sheets on situation of water and sanitation coverage and opportunities of private sector engagement in the sector and various business models in water and sanitation	20%	5th Payment will be paid after the submission of final Upazila wise reports addressing feedback on the draft reports	20%	<b>Total</b>	<b>100 %</b>
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, SFLP project of UNDP shall review/inspect/approve outputs/completed services and authorize the disbursement of payment.														
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ( <i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i> ) <input type="checkbox"/> Other Type of Contract [ <i>pls. specify</i> ]														
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</b>														

<p>Criteria for the Assessment of Proposal</p>	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b>Minimum eligibility criteria of the consultancy firm:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Business Licenses – Registration Papers, Tax and VAT Payment Certification, etc.</li> <li>• Last two years Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.</li> <li>• At least five years' experience in conducting research on water and sanitation</li> <li>• Have experience of conducting at least 3 (three) water and sanitation focused projects' baseline/ evaluation in the past 3 years</li> <li>• Have experience of LGIs with at least 2 (two) research studies.</li> <li>• Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.</li> </ul> <p>Along with other manpower required for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:</p> <p><b>Team composed of minimum three people, including a Chief Consultant/Team Leader, Study Specialist, Private Sector Specialist, and Field Assistant/Data Collector for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:</b></p> <p><b>Chief Consultant/Team Leader:</b></p> <ul style="list-style-type: none"> <li>• Ph.D. preferably in the field of economics, development studies, statistics, population science, political science, public administration, governance, environment, or any other relevant field.</li> <li>• Minimum 7 years' experience in conducting research / study / mapping / survey.</li> <li>• At least 3 assignments focusing on water and sanitation issues as team leader/in as a critical role in government, UN and/or development agencies. (List of completed research/survey or links of publications to be enclosed)</li> </ul> <p><b>Study Specialist:</b></p> <ul style="list-style-type: none"> <li>• Master's degree in economics, development studies, statistics, population</li> </ul>
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	<p>science, political science, public administration, governance, development studies or relevant fields.</p> <ul style="list-style-type: none"> <li>• At least 3 assignments focusing on water and sanitation issues preferably as team member in government, UN and/or development agencies</li> <li>• At least 3 experiences of preparing database by MS excel or software application.</li> </ul> <p><b>Private Sector Specialist:</b></p> <ul style="list-style-type: none"> <li>• Master's degree in Business, economics, development studies or relevant fields.</li> <li>• At least 5 experiences of conducting survey/ research/ study on relevant field</li> <li>• At least 2 assignments focusing on business models preferably on water and sanitation with special attention to private sector investment.</li> </ul> <p><b>Field Assistant/Data Collector</b> (The firm will propose the number of field assistants needed to assist the study):</p> <ul style="list-style-type: none"> <li>• At least Bachelor's degree in any field preferably in any social science.</li> <li>• Previous experience of assisting research, assessments, mapping, stock taking etc. on water and sanitation.</li> </ul> <p>Note: Necessary document must be submitted to substantiate the above eligibility criteria. Consultancy firm that do not meet the above eligibility criteria shall not be considered for further evaluation. The firm must provide CV's of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function or other related information.</p> <p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm [15%]</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [30%]</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel [25%]</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td><b>Technical</b></td> <td><b>70</b></td> </tr> <tr> <td><b><i>1. Expertise of firm</i></b></td> <td></td> </tr> <tr> <td>Overall experience of the firm, strength and relevant expertise</td> <td>5</td> </tr> <tr> <td>Experience of conducting water and sanitation focused projects' baseline/ evaluation and has experience of LGIs with research studies.</td> <td>10</td> </tr> </tbody> </table>	Criteria	Weight	<b>Technical</b>	<b>70</b>	<b><i>1. Expertise of firm</i></b>		Overall experience of the firm, strength and relevant expertise	5	Experience of conducting water and sanitation focused projects' baseline/ evaluation and has experience of LGIs with research studies.	10
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	<b>2. Proposed Methodology and Work Plan</b>	
	Quality and relevance of proposed methodology, approach and quality of proposal	15
	Work plan detailing out major activities with timeline	15
	<b>3. Management Structure and Qualification of Key Personnel</b>	
	<b>Chief Consultant/Team Leader</b>	
	Relevance and level of education	5
	Relevance of experience	10
	<b>Specialists</b>	
	Relevance and level of education	5
	Relevance of experience	5
	<b><u>Financial Proposal (30%)</u></b>  To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.	
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider	
Annexes to this RFP	<input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)</b> <input checked="" type="checkbox"/> <b>Detailed TOR (Annex 4)</b> <input checked="" type="checkbox"/> <b>Others [Written Self-Declaration] (Annex 5)</b>	
Contact Person for Inquiries (Written inquiries only)	UNDP Procurement Cluster, UNDP Bangladesh <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a> If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a> within <b>31 August 2020 by 10:00 am</b> .  <b><u>"Attn. BD Procurement- Queries on RFP-BD-2020-024- Hiring firm for conducting a study on water and sanitation coverage and explore the opportunities of private sector investment in the safe water and sanitation sector in the 2 (two) SFLP pilot Upazilas"</u></b> 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 [pls. specify]	<b>* For attention:</b> The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u> . Financial proposal must be 'password' protected.  <b>A pre-bid meeting:</b> Time – 2.00 PM (Bangladesh Local time) Date: 30 August 2020 Venue: Online Kindly join the meeting using following link- <a href="https://undp.zoom.us/j/97434810001">https://undp.zoom.us/j/97434810001</a> The UNDP focal point for the arrangement is: Md. Enamul Hassan Address: IDB Bhaban (19th floor), E/8-A Begum Rokeya Sharani, Sher-e Bangla Nagar, Dhaka-1207, Bangladesh Telephone: 55667788; E-mail: <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a>	

## Annex 2

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

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

- 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 and VAT Payment Certification, etc.
- Last two years Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
- At least five years' experience in conducting research on water and sanitation
- Have experience of conducting at least 3 (three) water and sanitation focused projects' baseline/ evaluation in the past 3 years
- Have experience of LGIs with at least 2 (two) research studies.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989

**Minimum eligibility criteria of key personnel:**

Team composed of minimum four people, including a chief consultant/team leader, Study Specialist, Private Sector Specialist and Field Assistant/Data Collector for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

**Chief Consultant/Team Leader:**

- Ph.D. preferably in the field of economics, development studies, statistics, population science, political science, public administration, governance, environment, or any other relevant field.
- Minimum 7 years' experience in conducting research/study/mapping/survey.
- At least 3 assignments focusing on water and sanitation issues as team leader/in as a critical role in government, UN and/or development agencies. (List of completed research/survey or links of publications to be enclosed)

**Study Specialist:**

- Master's degree in economics, development studies, statistics, population science, political science, public administration, governance, development studies or relevant fields.
- At least 3 assignments focusing on water and sanitation issues preferably as team member in government, UN and/or development agencies
- At least 3 experiences of preparing database by MS excel or software application.

**Private Sector Specialist:**

- Master's degree in Business, economics, development studies or relevant fields.
- At least 5 experiences of conducting survey/ research/ study on relevant field
- At least 2 assignments focusing on business models preferably on water and sanitation with special attention to private sector investment.

**Field Assistant/Data Collector** (The firm will propose the number of field assistants needed to assist the study):

- At least Bachelor's degree in any field preferably in any social science.
- Previous experience of assisting research, assessments, mapping, stock taking, etc. on water and sanitation.

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

**B. Proposed Methodology for the Completion of Services**

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

**C. Qualifications of Key Personnel**

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

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

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

SL No.	Outputs and deliverables	Payments (% of total)	Value
1.	1st payment will be paid after the submission of inception report with detailed methodology and work plan including tools for collection of data under the study	20%	
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5.	5th Payment will be paid after the submission of final Upazila wise reports addressing feedback on the draft reports	20%	
	<b>Total</b>	<b>100 %</b>	

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

Items	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
Chief Consultant/Team Leader				
Study Specialist				
Private Sector Specialist				
Field Assistant/Data Collector				
<b>II Out of Pocket expenses</b>				
Travel cost				
Daily Allowances for Project Staffs				
Communication				

Items	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
Reproduction				
Others				
III Other related costs				
.....				
.....				
Sub-Total (I+II+III)				
VAT				
Grand Total				

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



*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or

omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

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

**13.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

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

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

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

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

## **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

## **15.0 TERMINATION**

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

## **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL

Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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



## Annex 4

**TERMS OF REFERENCE (ToR)**

<b>ASSIGNMENT TITLE:</b>	Conduct a study on water and sanitation coverage and explore the opportunities of private sector investment in the safe water and sanitation sector in the 2 (two) SFLP pilot Upazilas.
<b>AGENCY/PROJECT NAME:</b>	SC4SDG Project (Component: 06 - SDG Financing and Localization Platform (SFLP) Democratic Governance Portfolio, UNDP Bangladesh)
<b>COUNTRY OF ASSIGNMENT:</b>	Bangladesh
<b>SUPERVISOR:</b>	Project Manager, SFLP Project, UNDP
<b>DURATION OF CONTRACT:</b>	45 working days over a period of 2.5 months tentatively from 20 September 2020

**1. GENERAL BACKGROUND**

“Strengthening Institutional Capacity for SDGs Achievement in Bangladesh (SC4SDG)”, is a multi-year initiative to support the Government of Bangladesh. This initiative is the successor of “Support to Sustainable and Inclusive Planning (SSIP)” project and “Engaging with Institutions (EI)”, IP project and aims at providing technical assistance in the formulation of evidence-based policy formulation, implementation, localization, monitoring, evaluation, reporting and outreach of SDGs in Bangladesh. UNDP has been a long-standing partner of the GoB in achieving global goals since MDGs era. In previous interventions, UNDP worked largely with the public sector; but for SDGs, it cannot be achieved without support of the non-state stakeholders given its wideness and depth of the 2030 Global Development Agenda. This project aims to go beyond the conventional partnership with the government to private sector, NGOs, CSOs, think-tank, academia and media to ensure the ‘whole of the society’ approach to attain SDG goals and targets.

One of the components of the project is SDG Financing and Localization Platform. With views to do SDG localization and to encourage and test the private sector engagement and investment in the SDGs attainment process of the country, SDG Financing and Localization Platform (SFLP) initiative of UNDP Bangladesh with support from Local Government Division (LGD) of Bangladesh Government in being implemented as pilot basis since September, 2018. Objectives of SFLP initiative are as follows:

- To upsurge necessary awareness and commitment of the local stakeholders for contributing to the overall SDG attainment process of Bangladesh government.
- To create necessary environment in the selected piloting areas for private sector engagement and investment for clean water in partnership with different stakeholders including District Administration, Local Government Institutions (LGIs), Private Sector Actors, and NGOs.

The SFLP component aims to test the multi-stakeholder platforms for working together at the local and national level on SDGs with the following particulars:

- Special focus of this component is SDG 6;
- Encourage and facilitate opportunities for private sector investment through innovative solutions;
- Building partnership with the private sector, INGOs, NGOs and Development Partners for maximizing project impact; and
- Raising peoples awareness on SDGs particularly on SDG 6 for their engagement.

## 2. OBJECTIVES OF THE ASSIGNMENT

Conduct a study on water and sanitation coverage and practices in the 2 (two) SFLP pilot Upazilas namely Dacope Upazila of Khulna and Kurigram (Sadar) Upazila of Kurigram District. The selected firm will also explore the opportunities of private sector investment in the safe water and sanitation sector in the same areas.

## 3. SCOPE OF WORK

The following list reflects the main activities that the firm is expected to carry out within the contractual period:

- Translation of SDG Financing and Localization Toolkit to be supplied by UNDP into Bangla.
- With the assistance from SDG Financing and Localization Toolkit and using the firm expertise, prepare tools for data collection that will include Household Survey, Key Informant Interview and Focus Group Discussion.
- Conduct field testing of the tools and finalize the tools addressing field test experiences/ findings and prepare a guideline
- Determine statistically appropriate sample size and distribute samples in a way so that every union and pourashabha of the pilot upazilas get appropriate coverage
- Provide training to the data collectors
- Manage and administrate data collection from the unions and city using the tools developed and tested.
- Collect data on existing water and sanitation business models and conduct desk review to recommend other appropriate business models that has been successfully implemented in Bangladesh
- Analysis of data and based on the analyzed data prepare Upazila wise report on situation of water and sanitation coverage and practices and opportunities of private sector engagement in the sector.
- Sharing the draft report with UNDP and with District SFLP members based on invitation by SFLP, UNDP.
- Finalizing the report incorporating feedback from the stakeholders and present this before the audiences.

The primary audiences for this study are the citizen of the households in the unions and pourashobha areas, representative of LGIs and members of the District SFLP Platform including appropriate persons from District Administration, DPHE, LGED, City Corporation/ Pouroshabha, NGO representatives and Others.

## 4. EXPECTED OUTPUTS AND DELIVERABLES:

The firm will be responsible for submitting the following deliverables:

Deliverable 01: Inception report with detailed methodology and work plan including tools for collection of data under the study;

Deliverable 02: Submission of final set of tools in English and Bangla and translated version of the SDG Financing and Localization toolkit in Bangla;

Deliverable 03: Submission of data collection completion report and database;

Deliverable 04: Submission of draft Upazila wise 2 complete study reports incorporating union wise fact sheets on situation of water and sanitation coverage and opportunities of private sector engagement in the sector and various business models in water and sanitation;

Deliverable 05: Submission of final Upazila wise reports addressing feedback on the draft reports.

#### 5. DURATION OF ASSIGNMENT, WORKING AREAS

The study will be conducted by 45 working days over a period of 2.5 months tentatively from 20 September 2020. The data for the situation analysis shall be collected from the below geographical location where SFLP exists.

District	Upazila
Khulna	Dacope
Kurigram	Kurigram Sadar

#### 6. METHODOLOGY

The firm will select appropriate methodologies to conduct the study i.e. collection of primary data, analysing secondary sources of information, tools for study, setting the size of key informants' interview/FGD, preparing tools and methodology, etc. The study plan and overall methodology have to be presented in the inception report.

#### 7. SUPERVISION, REPORTING AND PERFORMANCE EVALUATION

The firm will be supervised by and reported to the Project Manager, SFLP project who will also carry out a performance evaluation at the end of the assignment. While arranging consultation and sharing workshop with stakeholders both in Dhaka and districts, the SFLP Project will provide necessary logistic supports in organizing any event with project costs.

#### 8. PAYMENT SCHEDULE

Deliverables/Outputs	Estimated no. of days	% of the total contract value and tentative timeline	Review and Approvals Required
Inception report with detailed methodology and work plan including tools for collection of data under the study	5 days	20% by 1st week of October 2020	To be reviewed and approved by the Project Manager, SC4SDG project
Submission of final set of tools in English and Bangla and Translated version of the SDG Financing and Localization toolkit in Bangla	5 days	20% by 2 <sup>nd</sup> week of October 2020	To be reviewed and approved by the Project Manager, SC4SDG project
Submission of data collection completion report and database	20 days	20% by 2 <sup>nd</sup> week of November 2020	To be reviewed and approved by the Project Manager, SC4SDG project
Submission of draft Upazila wise 3 complete study report incorporating union wise fact sheets on situation of water and sanitation coverage and opportunities of private sector engagement in the sector and various business models in water and sanitation	10 days	20% by 1st week of December 2020	To be reviewed and approved by the Project Manager, SC4SDG project

Submission of final Upazila wise reports addressing feedback on the draft reports	5 days	20% by 2nd week of December 2020	To be reviewed and approved by the Project Manager, SC4SDG project
	45 Days		

## 9. SKILLS AND EXPERIENCE OF THE FIRM AND HUMAN RESOURCES

### Qualification of the Firm:

The minimum eligibility criteria of the firm are as follows-

- 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 and VAT Payment Certification, etc.
- Last two years Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
- At least five years' experience in conducting research on water and sanitation
- Have experience of conducting at least 3 (three) water and sanitation focused projects' baseline/ evaluation in the past 3 years
- Have experience of LGIs with at least 2 (two) research studies.

### Qualifications of the Human Resources:

#### **1. Chief Consultant/ Team Leader: 01**

##### **Minimum eligibility criteria of Team Leader -**

- Ph.D. preferably in the field of economics, development studies, statistics, population science, political science, public administration, governance, environment, or any other relevant field.
- Minimum 7 years' experience in conducting research/study/mapping/survey.
- At least 3 assignments focusing on water and sanitation issues as team leader/in as a critical role in government, UN and/or development agencies. (List of completed research/survey or links of publications to be enclosed)

#### **2. Study Specialist: 01**

- Master's degree in economics, development studies, statistics, population science, political science, public administration, governance, development studies or relevant fields.
- At least 3 assignments focusing on water and sanitation issues preferably as team member in government, UN and/or development agencies
- At least 3 experiences of preparing database by MS excel or software application.

#### **3. Private sector Specialist: 01**

- Master's degree in Business, economics, development studies or relevant fields.
- At least 5 experiences of conducting survey/ research/ study on relevant field
- At least 2 assignments focusing on business models preferably on water and sanitation with special attention to private sector investment.

**4. Field Assistant/ Data Collector:** (The firm will propose the number of field assistants needed to assist the study).

- At least Bachelor's degree in any field preferably in any social science.
- Previous experience of assisting research, assessments, mapping, stock taking, etc. on water and sanitation.

## **10. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSAL**

**Interested firm are requested to submit:**

Interested firm must submit the following detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm and 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, and audited financial statements);

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 detailed 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 relevant stakeholders.

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. study 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.

7. Quality assurance – The firm must outline how it will ensure quality at all stages of the project but with an emphasis on sampling; data collection; data analysis; and reporting. This will be subject to review by Project management team during project implementation.

8. Risk management – The firm must identify key risks and outline how it will mitigate against them. Specific attention should be paid to how natural and political hazards will be handled.

Two references must be provided by the contractor from firm's 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)**

1. 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 and overhead charges.
2. 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.
3. 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.

- **CV of Team Leader, Specialists and Field Assistants/ Data Collectors**

All applications must include (as an attachment) the above documents. Applications without financial proposal will be treated as incomplete and will not be considered for further assessment.

## **11.EVALUATION**

The firm will be selected on the basis of the relevant expertise and financial offer received.

In the second stage, the price proposal of all qualified firm, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the firm offering the best value for money based on the cumulative method.

In this methodology, technical criteria weight is 70 and Financial Criteria weight is 30. According, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proposal.

A formula is as follows:

$$P = y (\mu/z)$$

Where

P = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

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.

The technical and financial proposal should be submitted following the UNDP guideline and formats. UNDP Procurement reserves the right to accept or reject any.

Only firm obtaining a minimum of 49 points and above would be considered for the financial Evaluation.

## **12.BASIS OF EVALUATION**

<b>Criteria</b>	<b>Weight</b>	<b>Max. Point</b>
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<b>Expertise of firms</b>	<b>70%</b>	<b>70</b>
1. Overall experience of the firm, strength and relevant expertise	5%	5
2. Experience of conducting water and sanitation focused projects' baseline/ evaluation and has experience of LGIs with research studies.	10%	10
<b>Proposed Methodology and Work Plan</b>		
1. Quality and relevance of proposed methodology, approach and quality of proposal	15%	15
1.		
2. Work plan detailing out major activities with timeline	15%	15
<b>Team Leader</b>		
1. Relevance and level of education	5%	5
2. Relevance of experiences	10%	10
<b>Specialists:</b>		
1. Relevance and level of education	5%	5
2. Relevance of experiences	5%	5
<b>Financial:</b>	<b>30%</b>	<b>30</b>
<b>Total</b>	<b>100%</b>	<b>100</b>

**Annex 5**

**Declaration**

Date:

**United Nations Development Programme**

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

Assignment: **Hiring Firm for conducting a study on water and sanitation coverage and explore the opportunities of private sector investment in the safe water and sanitation sector in the 2 (two) SFLP pilot Upazilas**

**Reference:** RFP-BD-2020-024

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,