

**REQUEST FOR PROPOSAL (RFP-BD-2020-025)**

Empowered lives.  
Resilient nations.

NAME & ADDRESS OF FIRM	DATE: September 3, 2020
	REFERENCE: RFP-BD-2020-025

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **hiring a firm for comprehensive design, supervision for Low-cost Housing in Gopalganj.**

**Proposals shall be submitted on or before 04.30 pm (local BD Time) on Thursday, September 17, 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.**

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

*Handwritten signature*

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  
03/09/2020



## Annex 1

## Description of Requirements

Context of the Requirement	Hiring a Firm for Comprehensive Design, supervision for Low-cost Housing in Gopalganj
Implementing Partner of UNDP	Livelihoods Improvement of Urban Poor Communities (LIUPC) Project
Brief Description of the Required Services	<p>Housing condition of urban poor communities in Bangladesh is very poor-physically, economically, socially and environmentally. Unsanitary, poorly serviced, and densely populated environments – frequently situated in environmentally hazardous areas – mean ill health is both endemic and chronic, playing a routine and devastating role in the lives of the urban poor. Urban poor spend substantial share of their income in housing and according to a study by Bangladesh University in 2017, average house rent for a slum resident is twice than that for decent housing in areas such as Dhanmondi, Dhaka. The situation is going to be worsen as migration rate of rural to urban areas are increasing rapidly and ratio of urban to total population has been forecasted to be 33% by 2021 (GED, Planning Commission, Perspective Plan of Bangladesh 2010-2021). Moreover, The National Sustainable Development Strategy (2010-21) of Government of Bangladesh identified housing as one of the key challenges and the World Bank estimated that demand for new houses in next five years will be 8.5 million. Housing and associated amenities to this large number of urban poor and SDG's 11<sup>th</sup> goal 'Sustainable Cities and communities' will only be achievable once Government, private sector and city bodies work jointly. Government of Bangladesh has addressed this issue in recently approved 'National Housing Policy 2016' and has set target to reduce percentage of urban population living in slums by 25% for the period of 2016 to 2020 in 7<sup>th</sup> Five Year Plan (FYP).</p> <p>The consulting firm will administer the job that aims to complete all designs (i.e. structural, electrical, plumbing &amp; sanitary, firefighting, ensure different cross-cutting issues into design like climate resilient, Gender diversity &amp; disable friendly, culturally acceptable etc) with approval from competent relevant authorities and regular monitoring/supervision of the site following the approved design to ensure expected standard quality throughout its construction period. The consulting firm will also follow the “no harm approach” from environmental consideration. However, all designs should follow the relevant government policies on low-cost community housing with necessary acceptable standards in Bangladesh.</p>
List and Description of Expected Outputs to be Delivered	<p><b>The main expected results of this work will be as following:</b></p> <ul style="list-style-type: none"> <li>• All designs and drawings of Low-cost and Climate resilient housing units are prepared as per prevailing rule of GOB</li> <li>• All designs and drawings of Low-cost and Climate resilient housing units are approved and validated by appropriate authority</li> <li>• A suitable contractor has been selected through Tender Process for</li> </ul>

	<p>constructing Low-cost and Climate resilient housing units</p> <ul style="list-style-type: none"> <li>• Ensure quality and compliances in carrying out efficient, timely construction works of Low-cost and climate resilient housing</li> <li>• Ensure site safety so that various risks can be abated during construction period</li> </ul> <p><b>The main deliverables will be:</b></p> <ul style="list-style-type: none"> <li>• Inception Report including detailed work plan</li> <li>• Conduct soil test and submit soil test report</li> <li>• Taking approval of architectural design and drawings from appropriate authority</li> <li>• Preparation of structural (both sub and superstructure) design of all buildings and submission of all above-mentioned approved design and drawings both in soft and printed copy after securing approval from competent authorities</li> <li>• Preparation of electrical, plumbing &amp; sanitary and firefighting design of all buildings and submission of all above-mentioned approved design and drawings both in soft and printed copy after securing approval from appropriate authority</li> <li>• Submission of environmental No Objection Certificate (NOC) both in soft and printed copy after securing that from appropriate authority</li> <li>• Completion and submission of detail BOQ and Tender Documents</li> <li>• Submission of major construction or bi-weekly site supervision report comprise with checklists</li> <li>• Final Report</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	The Contracted Organization will report to Project Manager of LIUPC Project of UNDP with technical supervision from Housing Coordinator of LIUPC Project.
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 work will require 121 working days over a period of 2 years and 10 months.

Target start date	1 October 2020								
Latest completion date	31 July 2023								
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>1<sup>st</sup> payment will be paid after the submission of Inception Report including detailed work plan;</td><td>10%</td></tr> <tr> <td>2nd Payment will be paid after the submission of soil test report;</td><td>20%</td></tr> <tr> <td>3rd payment will be paid after submission of BOQ &amp; Tender Documents</td><td>5%</td></tr> </tbody> </table>	Outputs and deliverables	Payments (% of total)	1 <sup>st</sup> payment will be paid after the submission of Inception Report including detailed work plan;	10%	2nd Payment will be paid after the submission of soil test report;	20%	3rd payment will be paid after submission of BOQ & Tender Documents	5%
Outputs and deliverables	Payments (% of total)								
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3rd payment will be paid after submission of BOQ & Tender Documents	5%								

	4th payment will be paid after the submission of approved land use plan, architectural, structural, plumbing & sanitary and Firefighting design and drawings	28%
	5th payment will be paid after the submission of environmental No Objection Certificate (NOC) from appropriate authority	5%
	6th payment will be paid after the submission of 1 <sup>st</sup> six-month bi-weekly site supervision report.	8%
	7th payment will be paid after the submission of 2nd six-month bi-weekly site supervision report along with assignment completion report.	8%
	8th payment will be paid after the submission of 3rd six-month bi-weekly site supervision report along with assignment completion report.	8%
	Final payment will be paid after the submission of 4th six-month bi-weekly site supervision report along with assignment completion report.	8%
	<b>Total</b>	<b>100 %</b>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager and Housing Coordinator of LIUPC Project 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>	
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b>Minimum eligibility criteria of the consultancy firm:</b></p> <ul style="list-style-type: none"> <li>• Legally registered under concerned department of Government of Bangladesh</li> <li>• At least 10 years of working experience, with capability of design structural, electrical, plumbing, fire protection and site supervision</li> </ul>	

	<p>Experience in preparing Tender Document as per PPA-2006 and PPR-2008</p> <ul style="list-style-type: none"> <li>• Three recent examples of similar assignment types in an urban context (attached, or with website link provided)</li> <li>• Previous experience of working with a UN agency / International NGO / bilateral donor / Government</li> <li>• Latest Audited Financial Statement or audited report for last two fiscal years– (income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.)</li> <li>• Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.</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 two people, including a Design and Supervision Engineer and Quality Assurance (QA) and Safety Engineer for carrying out the assignment.</b></p> <p><b>Design and Supervision Engineer:</b></p> <p>Design &amp; Supervision Engineer will be the liaison point between LIUPCP and the firm. He/she will coordinate the overall activities of this consultancy work, supervision and ensuring safety &amp; quality in construction work. It is expected he/she will also have responsibility for preparing BOQ and tender documents and confirm design and overall progress &amp; reporting.</p> <ul style="list-style-type: none"> <li>• At least Bachelor's degree in any relevant discipline in Civil Engineering/ Architecture with demonstrated knowledge and experience in Bangladesh Government's Procurement Act and Rules</li> <li>• At least fifteen years of experience in project design, construction, supervision and 10 years' experience of tender preparation for Government/ UN agency / International NGO / bilateral donor project and quality reporting.</li> <li>• Curriculum Vitae of respective Certified Designer must be submitted.</li> <li>• Prior experience of working with Government/UN agency/donor/ International Agencies.</li> <li>• Proven knowledge of current site management techniques, CPM, PART and relevant software</li> </ul>
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**Quality Assurance (QA) and Safety Engineer:**

Quality Assurance and Safety Engineer will be responsible for monitoring, inspecting and proposing measure to correct or improve construction work as well as safety and processes in order to comply the national/international codes. He/she will also be accountable for developing checklists and reporting template for timely reporting with relevant and meaningful feedback.

- Bachelor's degree in civil engineering with strong background in construction site management, safety compliances and reporting.
- At least 10 years of experience in construction site management and supervision which includes not only civil works but also electrical, plumbing, sanitary and fire protection works.
- He/she should have good understanding of current BNBC, Building Construction Rule and other International Codes to perform his duty efficiently and effectively.

Note: Necessary documents 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 signed 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.

**Technical Proposal (70%)**

☒ Expertise of the Firm [20%]

☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [20%]

☒ Management Structure and Qualification of Key Personnel [30%]

Criteria	Weight
<b>Technical</b>	<b>70</b>
<b>1. Expertise of firm</b>	
Profile of the firm and list of clients	5
Experience of conducting relevant works	10
Previous experience of working with a UN agency / International NGO / bilateral donor / Government	5
<b>2. Design and Supervision Engineer</b>	
Relevance of education	5
Experience in Design and Supervision of building construction, managing diverse work teams and partners, quality reporting.	10
Experience of tender preparation	5
<b>3. Quality Assurance (QA) and Safety Engineer</b>	
Relevance of education and Years of experience and numbers of construction site supervision following BNBC and standard International codes	10
<b>4. Methodology</b>	
Quality and relevance of proposed approach and methodology	10
Quality of proposed analytical framework	10

	<p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<p><input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b></p> <p><input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)</b></p> <p><input checked="" type="checkbox"/> <b>Detailed TOR (Annex 4)</b></p> <p><input checked="" type="checkbox"/> <b>Others [Written Self-Declaration] (Annex 5)</b></p>
Contact Person for Inquiries (Written inquiries only)	<p>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>9 September 2020 by 11am</b>.</p> <p><b><u>"Attn. BD Procurement- Queries on RFP-BD-2020-025- Hiring Firm for Comprehensive Design, supervision for Low-cost Housing in Gopalganj"</u></b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p><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.</p> <p><b>A pre-bid meeting:</b>          Time – 2.00 PM (Bangladesh Local time)          Date: 8 September 2020          Venue: Online          Kindly join the meeting using following link-  <a href="https://undp.zoom.us/j/98047710873">https://undp.zoom.us/j/98047710873</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></p>

## 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:**

- Legally registered under concerned department of Government of Bangladesh
- At least 10 years of working experience, with capability of design structural, electrical, plumbing, fire protection and site supervision Experience in preparing Tender Document as per PPA-2006 and PPR-2008
- Three recent examples of similar assignment types in an urban context (attached, or with website link provided)
- Previous experience of working with a UN agency / International NGO / bilateral donor / Government
- Latest Audited Financial Statement or audited report for last two fiscal years– (income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.)
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.
- 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.

**Minimum eligibility criteria of key personnel:**

Team composed of minimum two people, including a Design and Supervision Engineer and Quality Assurance (QA) and Safety Engineer for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

**Design and Supervision Engineer:**

- At least Bachelor's degree in any relevant discipline in Civil Engineering/ Architecture with demonstrated knowledge and experience in Bangladesh's Procurement Act and Rules
- At least fifteen years of experience in project design, construction, supervision and
- 10 years' experience of tender preparation for Government/ UN agency / International NGO / bilateral donor project and quality reporting.
- Curriculum Vitae of respective Certified Designer must be submitted.
- Prior experience to work with Government/ UN agency/ International Agencies/donor/
- Knowledge of current site management techniques, CPM, PART and relevant software

**Quality Assurance (QA) and Safety Engineer:**

- Bachelor's degree in civil engineering with strong background in construction site management, safety compliances and reporting.
- At least 10 years of experience in construction site management and supervision which includes not only civil works but also electrical, plumbing, sanitary and fire protection works.
- He/she should have good understanding of current BNBC, Building Construction Rule and other International Codes to perform his duty efficiently and effectively.

**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:*

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

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

SL No.	Outputs and deliverables	Payments (% of total)	Value
1.	1 <sup>st</sup> payment will be paid after the submission of Inception Report including detailed work plan;	10%	
2.	2nd Payment will be paid after the submission of soil test report;	20%	
3.	3rd payment will be paid after submission of BOQ & Tender Documents	5%	
4.	4th payment will be paid after the submission of approved land use plan, architectural, structural, plumbing & sanitary and Firefighting design and drawings	28%	
5.	5th payment will be paid after the submission of environmental No Objection Certificate (NOC) from appropriate authority	5%	
6.	6th payment will be paid after the submission of 1 <sup>st</sup> six-month bi-weekly site supervision report.	8%	
7.	7th payment will be paid after the submission of 2nd six-month bi-weekly site supervision report along with assignment completion report.	8%	
8.	8th payment will be paid after the submission of 3rd six-month bi-weekly site supervision report along with assignment completion report.	8%	
9.	Final payment will be paid after the submission of 4th six-month bi-weekly site supervision report along with assignment completion report.	8%	
	<b>Total</b>	<b>100 %</b>	

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

No	Items	Unit name	Qty	# Units	Unit Cost (BDT)	Total (BDT)
1	2	3	4	5	6	7
<b>Direct Programme Cost</b>						
<b>A Human Resources</b>						
1	Design & supervision Engineer (site visit)	person-day	1	121		

2	QA and Safety Engineer	person-day	1	56		
<b>Sub Total</b>						
<b>B Testing</b>						
1	Geo Technical Investigation / Soil test	Nos		36		
<b>Sub Total</b>						
<b>C Design &amp; Drawing</b>						
1	Structural Design comprising both substructure and superstructure as per BNBC Standard including printing and others expenditure	sft	4	28000 (avg)		
2	Electrical Design, both internal and external, as per BNBC Standard including printing and others expenditure	sft	4	28000 (avg)		
3	Plumbing & Sanitary Design as per BNBC Standard including printing and others expenditure	sft	4	28000 (avg)		
4	Fire Protection Design as per BNBC/ BFDS standard including printing and others expenditure	sft	4	28000 (avg)		
5	Preparation of BOQ and Tender Document as per PPR and PPA	Package	1	1		
<b>Sub Total</b>						
<b>D Design approval from competent Authority</b>						
1	Land Use and all kinds of design approval with all relevant cost from appropriate authority	Place-nos		1		
2	Environmental No Objection Certificate (NOC) from appropriate authority including all relevant cost	Place-nos		1		
<b>Sub Total</b>						

<b>E</b>	<b>Total Programme Cost (A+B+C+D)</b>	
<b>F</b>	<b>Management Cost</b> (all admin and other costs of vendor HQ office related to this work will have to bear from the overhead/management cost)	
	<b>Grand Total</b>	

In word:

**Note: Where necessary, please provide detail estimate of some of the line items (like allowances, printing etc.) in separate tables.**

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.

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

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

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

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

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **15.0 TERMINATION**

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

## **16.0 SETTLEMENT OF DISPUTES**

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

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

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

## **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

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

is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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

**TERMS OF REFERENCE (ToR)****Terms of Reference (TOR) for hiring a Firm/organization for “Comprehensive Design, supervision for Low-cost Housing in Gopalganj**

**Location:** Gopalganj, Bangladesh  
**Additional Category:** Livelihoods Improvement of Urban Poor Communities (LIUPC) Project  
**Type of Contract:** Firm hiring  
**Languages Required:** English and Bangla  
**Expected Duration of Assignment:** 121 days over a period of 2 years 10 months

**A. Project Title**

Livelihoods Improvement of Urban Poor Communities Project (LIUPCP)

**B. Project Description**

The Livelihoods Improvement of Urban Poor Communities Project (LIUPCP) is a six-year programme that targets sustainable improvements in the livelihoods and living conditions of the urban poor across towns and cities of Bangladesh. Funded by the Department for International Development (DFID) and the Government of the United Kingdom, it is being implemented by the Local Government Division (LGD) of the Government of Bangladesh together with the United Nations Development Programme (UNDP). At its heart LIUPCP is a governance programme. LIUPCP seeks to address urban poverty issues not only through the direct implementation of infrastructure improvements, or charitable giving to selected urban poor beneficiaries; but also, to influence the environment in which poverty reduction policies and thinking take place, and thereby having a potentially much more widespread and lasting effect.

In order to bring about improvements in living conditions and the livelihoods of the urban poor, LIUPCP's task is to work together with central and local governments, empowering urban poor communities to understand issues and advocate for their needs, and to improve livelihood overall. Ultimately the design and implementation of pro-poor policymaking and planning will rely on key stakeholders of the programme, that include urban poor communities, civil society, the private sector, and local and national governments. This programme sees its goal to develop tools, methods, and facilitate processes that can help to build capacity, experience, and confidence to do that, at the community, city and national levels.

LIUPCP will reduce urban poverty through both direct, and indirect, means, and in doing so positively improve the lives of over four million of Bangladesh's urban poor. LIUPCP will work in up to 35 cities, in twelve cities during a first phase (2016-2018), and then between twenty-three and thirty-three further cities in a second phase (2018 to 2022). These towns and cities range in size and location, from tertiary and secondary cities, to the large city corporations, and are spread all over the country. As such LIUPCP will be touching the lives of people in different urban poverty contexts, all throughout Bangladesh.

***Low cost housing for urban poor***

Housing condition of urban poor communities in Bangladesh is very poor-physically, economically, socially and environmentally. Unsanitary, poorly serviced, and densely populated environments – frequently situated in environmentally hazardous areas – mean ill health is both endemic and chronic, playing a routine and devastating role in the lives of the urban poor. Urban poor spend substantial share of their income in housing and according to a study by Bangladesh University in 2017, average house rent for a slum resident is twice than that for decent housing in areas such as Dhanmondi, Dhaka. The situation is going to be worsen as migration rate of rural to urban areas are increasing rapidly and ratio of urban to total population has been forecasted to be 33% by 2021 (GED, Planning Commission, Perspective Plan of Bangladesh 2010-2021). Moreover, The National Sustainable Development Strategy (2010-21) of Government of Bangladesh identified housing as one of the key challenges and the World Bank estimated that demand for new houses in next five years will be 8.5 million. Housing and associated amenities to this large number of urban poor and SDG's 11<sup>th</sup> goal 'Sustainable Cities and communities' will only be achievable once Government, private sector and city bodies work jointly. Government of Bangladesh has addressed this issue in recently approved 'National Housing Policy 2016' and has set target to reduce percentage of urban population living in slums by 25% for the period of 2016 to 2020 in 7<sup>th</sup> Five Year Plan (FYP).

**C. Scope of Work and Overall Objectives**

Under the direct guidance of the Project Manager of LIUPCP & Housing Coordinator (LIUPCP), the consulting firm will administer the job that aims to complete all designs (i.e. structural, electrical, plumbing & sanitary, firefighting, ensure different cross-cutting issues into design like climate resilient, Gender diversity & disable friendly, culturally acceptable etc) with approval from competent relevant authorities and regular monitoring/supervision of the site following the approved design to ensure expected standard quality throughout its construction period. The consulting firm will also follow the “no harm approach” from environmental consideration. However, all designs should follow the relevant government policies on low-cost community housing with necessary acceptable standards in Bangladesh.

**Scope of Work:**

Consultancy will consist of the following scope of works:

**1. Regular Coordination/Liaison with the Town authority/PHQ-Dhaka and other relevant stakeholders:**

- Firm has to maintain regular contact with the relevant town authorities, other stakeholders and LIUPCP's Housing coordinator to understand the overall objectives of the project and understand the geographical, cultural, environmental and technical context of the particular location site based on which the design of Community housing will be established.
- Regular coordination with different relevant government authorities to know the different low-cost housing policy/circulars by GoB and accordingly, design the community housing free from any GoB objections/audit findings.
- Coordinate with all relevant stakeholders to know the appropriate best practices and lessons learnt of low-cost housing so as to replicate in designing. Moreover, explore

climate friendly low-cost construction material to be used as housing construction material.

## **2. Ensure site visit and conduct Soil test for foundation design**

- Site has to be visited before commencing the design work to realize the actual scenario so that during design phase all issues such as environmental, construction, availability of material and transportation problems are reflected in the design.
- Conduct soil test sufficiently as per BNBC/international standard and the guidance of housing coordinator or LIUPCP project staff so that number of boreholes, depth of boreholes and relevant tests are covered to design the housing foundation. Perform sub-soil investigation by 100mm wash boring and collect adequate disturbed and undisturbed soil samples, conduct SPT, Stratify soil layers, analyse physical parameters of soil such as Atterberg limit, specific gravity, grain size distribution (by wet sieve, hydrometer if required), ground water table location, direct shear test, unconfined compression test, unit weight (dry & moist), natural moisture content,  $c-\phi$  values and other strength parameters to confirm bearing capacity, skin friction, end bearing etc at every 1.5m interval. In case of low bearing capacity of soil, Consulting firm must recommend improving the bearing capacity measures of the foundation soil based on which the foundation will be designed.
- A report has to be submitted in necessary tables & graphs where all these data & information are accumulated and duly signed by competent engineer & contacted firm.
- In case of soil filling for low land, the firm must certify that the compaction work has been conducted properly and % (percentage) of compaction are in desired level.

## **3. Liaison with the Architectural team and Complete all detail designs and drawings**

- Necessary liaison with the Architectural team to know about the architectural design and drawing.
- All designs and drawings that includes structural, architectural, plumbing, firefighting etc have to be completed according to current BNBC and Building Construction Rule and must be signed by competent Design Engineer in accordance with the Law/policy of GoB.
- Designs and drawings have to be validated and approved by the appropriate authority locally and centrally. If environmental clearance certificate is required, firm would be responsible to collect that.
- Design must ensure the cross-cutting issues like gender and disable friendly, climate resilient, culturally acceptable. Moreover, while designing the same, climate friendly construction materials should be explored.

## **4. Prepare Detail BOQ**

- Detail BOQ, align with e-GP procurement, has to be completed where each and every item needed will be mentioned with required quantity/DRS -government department approved rate (PWD/LGED etc). If any additional item/work quantity need to be done

while implementation due to unforeseen item/activity during estimate time, then Consulting firm will raise the issue to the LIUPCP management and necessary approval of any additional item must be taken before implementation.

## **5. Prepare tender documents**

- All relevant tender documents have to be prepared in accordance to the latest Public Procurement Act-2006 and Public Procurement Rules-2008 under the guidance of LIUPCP Housing Coordinator.

## **6. Site Supervision to ensure safety and quality**

- Prepare a site supervision checklist upon agreement with LIUPCP management.
- Sites must be supervised and report at least twice in each month during the construction period
- Design & supervision Engineer of the firm will supervise and steer the construction work as well as responsible for confirming safety and quality construction work
- Concern QA and safety Engineer will also guide the construction firm to ensure safety and quality construction work in the site
- Before starting the work, a small workshop with the concern construction workers, suppliers and contractor must be carried out to aware them about the checklist, safety precaution
- Firm/company appropriate representative has to check and validate all major construction work before and during construction work

### **Objectives:**

#### **Overall objective:**

Completion of design and supervision of construction work for Low-cost Housing that will help to construct housing units to facilitate housing and ensure tenure security for urban poor to improve their livelihoods and living conditions in LIUPCP cities of Bangladesh.

#### **Specific objectives**

- Development of design and drawings of Low-cost housing to execute the construction work effectively and efficiently
- Commencement of Procurement process for selecting appropriate construction firm properly following PPA-2006 and PPR-2008 for constructing Low-cost housing
- Supervision of the construction work to ensure design and drawings are executed properly through various checklist and reports
- Ensure safety and safeguard issues in the site by developing and using various safety initiatives and measures

**Geographic Location of the work areas:**

This work will be carried out in Gopalganj. Details are as follows:

Name of the City/ Paurashava	Area of the site
Gopalganj Paurashava	3.19 acres (similar type of 4 buildings and related infrastructures)

**D. Expected Results and Deliverables**

The main expected results of this work will be as following:

- All designs and drawings of Low-cost and Climate resilient housing units are prepared as per prevailing rule of GOB
- All designs and drawings of Low-cost and Climate resilient housing units are approved and validated by appropriate authority
- A suitable contractor has been selected through Tender Process for constructing Low-cost and Climate resilient housing units
- Ensure quality and compliances in carrying out efficient, timely construction works of Low-cost and climate resilient housing
- Ensure site safety so that various risk can be abated during construction period

**The main deliverables will be:**

- Inception Report including detailed work plan
- Conduct soil test and submit soil test report
- Taking approval of architectural design and drawings from appropriate authority
- Preparation of structural (both sub and superstructure) design of all buildings and submission of all above-mentioned approved design and drawings both in soft and printed copy after securing approval from competent authorities
- Preparation of electrical, plumbing & sanitary and firefighting design of all buildings and submission of all above-mentioned approved design and drawings both in soft and printed copy after securing approval from appropriate authority
- Submission of environmental No Objection Certificate (NOC) both in soft and printed copy after securing that from appropriate authority
- Completion and submission of detail BOQ and Tender Documents
- Submission of major construction or bi-weekly site supervision report comprise with checklists
- Final Report

**E. Methodology**

The consulting firm will undertake the following methodology to achieve the objective of this assignment:

- Strong team formation and mobilization: This work requires deployment of highly efficient manpower. The Consultant will place the proposed manpower on board and will ensure engaging qualified Structural, Electrical, Plumbing & sanitary and Fire Fighting

<p>Design Engineer and QA &amp; Safety Engineer with proper orientation to conduct the construction and supervision properly. Couple of expert draftsmen will also be required to draw the drawings properly.</p> <ul style="list-style-type: none"> <li>• <u>Consultation meeting with Architects</u>: The organization will conduct consultation meeting with the architect, whenever require, to understand and complete the design and drawings clearly following current BNBC and Building Construction Rules.</li> <li>• <u>QA and site safety</u>: Construction site's safety is highest priority in performing the work. Usage of quality materials &amp; work is also critical for executing the design and drawing on field. Hired firm will be liable to ensure quality compliances regarding material, work and safety issues.</li> <li>• <u>Reporting</u>: In order to track the progress and ensure the work is on right track the organization will have to produce and submit the reports as outlined in the Expected Results and Deliverables section of this ToR.</li> </ul>			
<b>Deliverables/Outputs</b>	<b>Estimated Duration to Complete (business days)</b>	<b>Target Due Dates</b>	<b>Review and Approvals Required</b> <i>(Indicate designation of person who will review output and confirm acceptance)</i>
1. Inception Report including detailed work plan	3 days	5-Oct-2020	<ul style="list-style-type: none"> <li>• Payment will be made upon confirmed acceptance by the Project Manager;</li> <li>• Need approval of work plan to be prepared and submitted with inception report;</li> </ul>
2. Submission of soil test report	10 days	19-Oct-2020	
3. Submission of BOQ and Tender Documents	8 days	29-Oct-2020	
4. Submission of approved architectural, structural, plumbing & sanitary, firefighting design and drawings from appropriate authority	28 days	12-Dec-2020	
5. Submission of environmental No Objection Certificate (NOC) from appropriate authority	0 days (if needed & this days will be within the deliverable 3)	12-Dec-2020	
6. Submission of 1st six-month bi-weekly site supervision report comprise with checklist.	18 days under 6 months	11-Aug-2021	
7. Submission of 2nd six-month bi-weekly site supervision report	18 days under 6 months	15-Mar-2022	

comprise with checklist along with assignment completion report.			
8. Submission of 3rd six-month bi-weekly site supervision report comprise with checklist along with assignment completion report.	18 days under 6 months	15-Sep-2022	
9. Submission of 4 <sup>th</sup> and last six-month bi-weekly site supervision report comprise with checklist along with assignment completion report.	18 days under 6 months	15-Apr-2023	

#### **F. Institutional Arrangement**

The study will be overseen by the Project Manager (PM) & Housing Coordinator of LIUPCP. Contractual oversight will be provided by LIUPCP Operations Coordinator.

#### **G. Duration of the Work and Duty Stations**

This Job will require 121 workdays over a period of 2 years and 10 months.

The expected start date is 01 October 2020. The Organization is expected to work from their own offices, attend meetings at LIUPCP HQ as required, and visit field sites.

#### **Competencies**

##### **Corporate Competencies:**

- Demonstrates integrity by modelling the UN's values and ethical standards (human rights, peace, understanding between peoples and nations, tolerance, integrity, respect, and impartiality)
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

##### **Functional Competencies:**

- Demonstrates openness to change, flexibility, and ability to manage complexities;
- Proven strong written, analytical and communication skills.

#### **I. Scope of Price Proposal and Schedule of Payments**

Remuneration of the successful contractor will be fixed, and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per

this ToR. The price should take into account all HR costs and professional fees, travel costs, subsistence and ancillary expenses. The financial proposal shall specify the total lump sum amount and must be all inclusive (professional fees, travel costs, living allowances, medical allowances, communications costs etc.)

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

1<sup>st</sup> payment: 10% of total contract value will be paid after submission and acceptance of Inception Report including detailed work plan;

2<sup>nd</sup> payment: 20% of total contract value will be paid after submission and acceptance soil test report

3<sup>rd</sup> payment: 5% of total contract value will be paid after submission and acceptance of BOQ & Tender Documents

4<sup>th</sup> payment: 28% of total contract value will be paid after submission and acceptance of approved land use plan, architectural, structural, plumbing & sanitary and Firefighting design and drawings

5<sup>th</sup> payment: 5% of total contract value will be paid after submission and acceptance of environmental No Objection Certificate (NOC) from appropriate authority

6<sup>th</sup> payment: 8% of total contract value will be paid after submission and acceptance of 1<sup>st</sup> six-month bi-weekly site supervision report.

7<sup>th</sup> payment: 8% of total contract value will be paid after submission and acceptance of 2<sup>nd</sup> six-month bi-weekly site supervision report along with assignment completion report.

8<sup>th</sup> payment: 8% of total contract value will be paid after submission and acceptance of 3<sup>rd</sup> six-month bi-weekly site supervision report along with assignment completion report.

9<sup>th</sup> and final payment: 8% of total contract value will be paid after submission and acceptance of 4<sup>th</sup> six-month bi-weekly site supervision report along with assignment completion report.

#### **J. 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 completing comprehensive design, supervision and tender document preparation 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 accomplish 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. design, field management, etc.
5. Tools and Methodologies – Outlining how your firm’s specific approach to perform the task which include detailed activity and timeline.
6. Quality assurance – The firm must outline how it will ensure quality at all stages of the project with emphasis on design, drawing, supervision, Tender Document Preparation and reporting. This will be subject to review by LIUPCP during project implementation.
7. Risk management – The firm must identify key risks and outline how it will take mitigation measure against them. Particular attention should be paid to how approval of designs will be dealt, how it will maintain liaison with the contracted constructing firm during construction work and political disruption will be handled, especially Hartals and blockades, local unrest in the city etc. In addition to the above-mentioned risk, natural risk such as flood are also be managed through proper planning and mitigation initiatives.

Two references of previous works must be provided by the contractor firms. These 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 overhead charges.
- (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.

Please use the following template to prepare your budget estimate:

**K. 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:

- a) Responsive/compliant/acceptable with reference to this ToR, and;
- b) 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.

Criteria	Weight	Max Points
<b>Technical</b>	<b>70</b>	
<b>1. Expertise of firm</b>		
Profile of the firm and list of clients	5	
Experience of conducting relevant works	10	
Previous experience of working with a UN agency / International NGO / bilateral donor / Government	5	
<b>2. Design and Supervision coordinator</b>		
Relevance of education	5	
Experience in Design and Supervision of building construction, managing diverse work teams and partners, quality reporting.	10	
Experience of tender preparation	5	
<b>3. QA and Safety Engineer</b>		
Relevance of education and Years of experience and numbers of construction site supervision following BNBC and standard International codes	10	
<b>4. Methodology</b>		
Quality and relevance of proposed approach and methodology	10	
Quality of proposed analytical framework	10	
<b>Financial</b>	<b>30</b>	
<b>Total</b>	<b>100</b>	

**L. Responsibilities of the Contractor regarding cost component**

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

**M. Responsibilities of UNDP regarding cost component**

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

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

**N. Identification of Risk and Risk Mitigation Plan**

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

**Declaration**

Date:

**United Nations Development Programme**

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

Assignment: **Hiring Firm for Comprehensive Design, supervision for Low-cost Housing in Gopalganj**

**Reference:** RFP-BD-2020-025

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,