

**REQUEST FOR PROPOSAL (RFP-BD-2020-042)**  
**(For Low-Valued Services)**



NAME & ADDRESS OF FIRM	DATE: November 10, 2020
	REFERENCE: RFP-BD-2020-042

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm/ Institution for developing Policy Briefs and Policy Consultations to integrate urban poverty in the policy tools**

**Proposals shall be submitted on or before 04.30 pm (local BD Time) on Tuesday, November 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.**

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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/cond uct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond uct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**Krishna Raj Adhikari**  
**Senior Operations Manager**  
**November 10, 2020**

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## Annex 1

## Description of Requirements

Context of the Requirement	Hiring National Institutions/Firms for developing Policy Briefs and Policy Consultations to integrate urban poverty in the policy tools
Implementing Partner of UNDP	Livelihoods Improvement of Urban Poor Communities (LIUPC) Project
Brief Description of the Required Services	<p>LIUPCP/NUPRP being the largest urban poverty programme in Bangladesh is working in 5 major areas such as (i) urban planning and governance, (ii) urban communities' mobilization, (iii) socioeconomic and livelihoods development, (iv) land tenure security and housing, and (v) basic municipal services and climate resilient infrastructures. While implementing the activities at the city/town level, it brought about the positive changes to the poor communities' life and livelihoods and improved the urban local government's capacity to better deal with their poverty. A lot of best practices and lessons learnt are being delivered through this programme. This supports the urge to bring the issues to the national level policy stakeholders for further discussion and influence the national policy tools to integrate urban poverty more. So, the project cities benefit from the project, and all the urban areas and their development can be more promising to meet the government vision and the SDG by the targeted timeframe.</p> <p>The overall objective is to bring the national level policy stakeholders in a common platform to build a consensus understanding of the pressing and emerging urban issues to influence the relevant policy instruments.</p> <p>The specific objectives of the assignment are:</p> <ul style="list-style-type: none"> <li>• To identify the pressing and emerging issues related to urban poverty considering the LIUPCP and the 8<sup>th</sup> FYP</li> <li>• To develop 2 policy briefs based on the available data from LIUPCP as well as other sources</li> <li>• To organize 2 Policy Consultations with the effective participation of the concerned government ministries and departments</li> </ul>
List and Description of Expected Outputs to be Delivered	<p>The main expected results of this assignment will be as following:</p> <ul style="list-style-type: none"> <li>• The major pressing and emerging issues related to urban poverty will be identified and listed</li> <li>• The most important two issues will be framed into policy briefs</li> <li>• The national level government and non-government stakeholders will be brought together, and a consensus understanding will be built on the issues</li> <li>• National policy tools and instruments will be influenced</li> </ul> <p>The final deliverables will be:</p> <ul style="list-style-type: none"> <li>• Inception Report with the detailed work plan</li> <li>• 2 draft policy briefs</li> <li>• 2 final Policy briefs and report on policy consultations</li> </ul>

Person to Supervise the Work/Performance of the Service Provider	Technical guidance will be provided jointly by UNDP Sr. Management and the Project Manager of LIUPCP. Urban Planning and Governance Coordinator-LIUPCP will do necessary program coordination between the project and the selected organization. Contractual oversight will be provided by Operations Coordinator - LIUPC.
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 30 working days over a period of 03 months.
Target start date	November 23, 2020
Latest completion date	February 22, 2021
Travels Expected	As indicated in the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	As indicated in the TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<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 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	<b>Outputs and deliverables</b>		<b>Payments (% of total)</b>
	1 <sup>st</sup> payment will be paid after submission of Inception Report and accepted by the Contract Administrator		30%
	2 <sup>nd</sup> payment will be paid after submission of the draft policy briefs and accepted by the Contract Administrator;		30%
	3 <sup>rd</sup> payment will be paid after submission of final Policy briefs and report on policy consultations and accepted by the Contract Administrator;		40%
	<b>Total</b>		<b>100 %</b>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<b>Project Manager, LIUPC Project</b> Payment for services of the contractor will be made upon satisfactory certification by the contract administrator.		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract		
Criteria for Contract Award	<input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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	Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below: <b><u>Minimum Eligibility Criteria:</u></b> <b><u>The Organization</u></b> <ul style="list-style-type: none"> <li>• Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured</li> <li>• Written Self-Declaration that the organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List</li> <li>• Business Registration Certificate</li> <li>• Tax clearance certificate</li> <li>• VAT clearance certificate</li> <li>• Legally registered under concerned department of Government of Bangladesh</li> <li>• Latest 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 10 years of experience in the field of policy influencing related activities that includes development of policy briefs, policy papers, publishing journals/articles on urban poverty issues, etc.</li> </ul>		

	<ul style="list-style-type: none"> <li>Experiences of organizing round tables, policy briefs/ consultations/workshops, etc. with higher level of the government, bilateral and multilateral organizations, and the other national and international stakeholders</li> <li>Two recent examples of similar assignment (attached, or with website link provided)</li> <li>Previous experience of working with a UN agency / International NGO / bilateral donor / Government</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><u>Team Leader/Lead Policy Advisor:</u></b></p> <p>The Team Leader will be a key liaison point between LIUPCP and the selected organization. It is expected he/she will have overall responsibility for the assignment, oversight of the team and oversee qualitative analysis and reporting.</p> <ul style="list-style-type: none"> <li>Minimum Masters in any relevant discipline in Urban Planning/Economics/ Social Sciences</li> <li>At least 15 years of experience with specific experience on urban development, urban poverty, and quantitative and qualitative research</li> <li>Working experience with high level of government, UNDP, other UN agencies as well as INGOs.</li> <li>Examples of at least two relevant publications through his/her leadership. Samples should be submitted.</li> </ul> <p><b><u>Technical Coordinator:</u></b></p> <p>There should be a Technical Coordinator in the team who will mainly be responsible to coordinate among the all stakeholders who are associated during development of policy briefs and organizing the policy consultations. Apart from that s/he will also be responsible to provide input the developing the policy briefs, concept notes, programme schedules as advised by the Team Leader/Lead Policy Advisor.</p> <ul style="list-style-type: none"> <li>Minimum Master's degree in Public Management, Project Management, Urban planning, Economics or relevant social science degree.</li> <li>At least 10 years of experience in coordinating projects, organizing the high-level policy forums/roundtables/workshop etc.</li> <li>Working experience with high level of government, UNDP, other UN agencies as well as INGOs.</li> </ul> <p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i></p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Criteria</th> <th style="width: 30%;">Weight</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Criteria	Weight		
Criteria	Weight				

	<b>Technical</b>	<b>70</b>
	<b>1. Expertise of firm</b>	<b>25</b>
	1.1 Length of relevant professional experiences	10
	1.2 Experiences of organizing round tables, policy briefs/ consultations/workshops, etc. with higher level of the government, bilateral and multilateral organizations, and the other national and international stakeholders	5
	1.3 Previous experience of working with a UN agency / International NGO / bilateral donor / Government	5
	1.4 Quality of samples submitted	5
	<b>2. Expertise of Team Leader/Lead Policy Advisor</b>	<b>20</b>
	2.1 Education qualification	5
	2.2 Professional experiences	10
	2.3 Quality of samples submitted	5
	<b>3. Expertise of Technical Coordinator</b>	<b>10</b>
	3.1 Education qualification	5
	3.2 Professional experiences	5
	<b>4. Methodology</b>	<b>15</b>
	Quality and relevance of proposed approach and methodology	15
	<b>Financial</b>	<b>30</b>
	<b>Total</b>	<b>100</b>
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>November 14, 2020 by 4.30 pm.</b>  <b><u>"Attn. BD Procurement- Queries on RFP-BD-20220-042- National Institutions/Firms for developing Policy Briefs and Policy Consultations to integrate urban poverty in the policy tools"</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.	

**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:**

The key qualifications of the institution/firm, Team Leader/ Lead Policy Advisor, and Technical Coordinator are listed below. Firms are welcome to propose additional team members in order to meet the objectives of the assignment within the allotted time period. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

- Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured
- Written Self-Declaration that the organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List
- Business Registration Certificate
- Tax clearance certificate
- VAT clearance certificate
- Legally registered under concerned department of Government of Bangladesh
- Audited Financial Statement – (income statement and balance sheet) to indicate its financial stability, liquidity, credit standing, and market reputation, etc
- Working experience in the field of policy influencing related activities that includes development of policy briefs, policy papers, publishing journals/articles on urban poverty issues, etc.
- Experiences of organizing round tables, policy briefs/ consultations/workshops, etc. with higher level of the government, bilateral and multilateral organizations, and the other national and international stakeholders
- Examples of similar assignment (attached, or with website link provided)
- Previous experience of working with a UN agency / International NGO / bilateral donor / Government

**Minimum eligibility criteria of key personnel:**

Minimum Eligibility Criteria for the Human resource:

This assessment requires senior and professional advice based on substantive experience and qualifications of the contracting entity, that call for a professional team that comprise of one Team Leader/Lead Policy Advisor, and one Technical Coordinator. The firm will be invited to submit a detailed proposal alongside CVs for the team leader, experts and any associate/assistant staff/s (see below).

**Team Leader/Lead Policy Advisor:**

The Team Leader will be a key liaison point between LIUPCP and the selected organization. It is expected he/she will have overall responsibility for the assignment, oversight of the team and oversee qualitative analysis and reporting.

- Educational Qualification
- Experience with specific experience on urban development, urban poverty, and quantitative and qualitative research
- Working experience with high level of government, UNDP, other UN agencies as well as INGOs.
- Examples of relevant publications through his/her leadership. Samples should be submitted.



**Technical Coordinator:**

There should be a Technical Coordinator in the team who will mainly be responsible to coordinate among the all stakeholders who are associated during development of policy briefs and organizing the policy consultations. Apart from that s/he will also be responsible to provide input the developing the policy briefs, concept notes, programme schedules as advised by the Team Leader/Lead Policy Advisor.

- Educational Qualification
- Working experience in coordinating projects, organizing the high-level policy forums/roundtables/workshop etc.
- Working experience with high level of government, UNDP, other UN agencies as well as INGOs.

**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.*

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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 submission of Inception Report and accepted by the Contract Administrator	30%	
2.	2 <sup>nd</sup> payment will be paid after submission of the draft policy briefs and accepted by the Contract Administrator;	30%	
3.	3 <sup>rd</sup> payment will be paid after submission of final Policy briefs and report on policy consultations and accepted by the Contract Administrator;	40%	
	<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
A Human Resources						
1	Team Leader / Lead Policy Advisor	person-day	1			
2	Technical Coordinator	person-day	1			
3	Add more, if required	person-day	1			
Sub Total						
B Policy brief development / Policy Consultations / Meeting / Workshops						
1	Online consultation workshop with larger stakeholders on 8th FYP	Nos.		1		
2	Development of policy briefs	Nos.		2		
3	Policy Consultation on the Policy Brief	Nos.		2		
Sub Total						
D Allowances						
1	Daily Allowances (if travelling out of Dhaka is required only then daily allowances will be applicable. In this case, the requirement needs to be reflected in the proposal)	Lump-sum				
2	Travel Allowance	lump-sum				
3	Mobile phone allowances	lump-sum				
4	Internet allowances	lump-sum				
5						
Sub Total						

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No	Items	Unit name	Qty	# Units	Unit Cost (BDT)	Total (BDT)
1	2	3	4	5	6	7
E    Printing and others						
1	Printing (please specify)	lump-sum				
2	Others (please specify)	lump-sum				
3						
Sub Total						
F    Total Programme Cost (A+B+C+D+E)						
G	Management Cost (Maximum 10%) (all admin and other costs of the organizations related to this work will have to bear from the overhead/management cost)					
H	VAT & Other Indirect Applicable Tax					
Grand Total Grand Total (F+G+H)						1,158,300

In Word:

**Note: Where necessary, please provide detail estimate of some of the line items (e.g. policy consultations) in separate tables.**

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

*[Designation]*

*[Date]*

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**Annex 3*****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.

*ans*



**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.

*ans*

**Terms of Reference (TOR)****Hiring Firm/ Institutions for developing Policy Briefs and Policy Consultations to integrate urban poverty in the policy tools**

**Location:** Dhaka, BANGLADESH  
**Application Deadline:** November 2020  
**Additional Category:** Livelihoods Improvement of Urban Poor Communities Project (LIUPCP)  
**Type of Contract:** National Institution/Firm  
**Languages Required:** English and Bangla  
**Expected Duration of Assignment:** 30 working days over a period of 3 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). The programme aims to support balanced, sustainable and pro-poor development for up to 4 million poor people: dwellers of slum and low-income settlements comprising some 1.2 million households living in urban areas. The programme will contribute to more effective and inclusive urbanisation by working across three different levels of interventions: (i) the community level, (ii) municipal level, and (iii) national level. The programme is being implemented in 20 Towns (12 City Corporations and 8 Pourashavas) across the Country.

At its heart, LIUPCP is a governance programme. LIUPCP seeks to address urban poverty issues, not through the direct implementation of infrastructure improvements or charitable giving to selected urban poor beneficiaries; rather, it influences the environment in which poverty reduction policies and thinking take place, 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 national and local governments, empowering urban poor communities to understand issues and advocate for their needs, and to improve urban governance 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.

**Developing the Policy Briefs and organizing policy consultations**

LIUPCP/NUPRP being the largest urban poverty programme in Bangladesh is working in 5 major areas such as (i) urban planning and governance, (ii) urban communities' mobilization, (iii) socioeconomic and livelihoods development, (iv) land tenure security and housing, and (v) basic municipal services and climate resilient infrastructures. While implementing the activities at the city/town level, it brought about the positive changes to the poor communities' life and livelihoods and improved the urban local government's capacity to better deal with their poverty. A lot of best

practices and lessons learnt are being delivered through this programme. This supports the urge to bring the issues to the national level policy stakeholders for further discussion and influence the national policy tools to integrate urban poverty more. So, the project cities benefit from the project, and all the urban areas and their development can be more promising to meet the government vision and the SDG by the targeted timeframe.

### **Objectives:**

The overall objective is to bring the national level policy stakeholders in a common platform to build a consensus understanding of the pressing and emerging urban issues to influence the relevant policy instruments.

The specific objectives of the assignment are:

- To identify the pressing and emerging issues related to urban poverty considering the LIUPCP and the 8<sup>th</sup> FYP
- To develop 2 policy briefs based on the available data from LIUPCP as well as other sources
- To organize 2 Policy Consultations with the effective participation of the concerned government ministries and departments

### **C. Scope of Work**

Under the direct guidance of UNDP and the Project Manager of LIUPCP, the selected organization will entail for the following scopes of work:

#### **1. Organize online consultation with relatively larger stakeholders to get opinion and feedback from them on the 8<sup>th</sup> Five Year Plan**

- Review the 8<sup>th</sup> Five Year Plan (especially the Chapter 9: Urban Development Strategy) and brainstorm the issues where they can be improved and draft a concept note for organizing an online consultation on 8<sup>th</sup> Five Year Plan.
- Identify the stakeholders to participate in the online consultations and share the list with LIUPCP/UNDP for their consent and feedback before finalizing the list.
- Organize the online Consultation Workshop on Urban Chapter of 8<sup>th</sup> Five Year Plan. The workshop should focus on the following points:
  - Chapter 9 - Urban Development Strategy is huge and covers a lot of issues in country perspective. However, for the purpose of the assignment, the focus of the discussion should be on the urban poverty and urban governance.
  - Explore at which level urban poverty has been addressed and where are the big gaps that needs to be addressed in the plan
  - Explore to what extent the capacity development of the urban local governments is addressed so that the urban local governments are better able to deal with their poverty
  - Explore to what extent the 8<sup>th</sup> FYP has considered the national-level programs to reduce the urban poverty.

- Brainstorm for some ideas for next stage of policy consultation. Bring out some topics for some specific issues on which policy briefs can be developed for the next stages of policy consultations.
  - Ensure the press and media coverage (print, electronic and online) are done for this online consultation workshop.
  - After the workshop, prepare a short report on the online consultation on 8<sup>th</sup> FYP with outcome of the workshop and submit to LIUPCP of UNDP.
- 2. Identify the pressing and emerging issues related to urban poverty considering the LIUPCP and the 8th FYP**
- Based on the outcome of the online consultation workshop and the internal expert's ideas, explore and dig deep to find to what extent poverty is addressed in those policy tools from an urban context. Apart from the 8<sup>th</sup> FYP, other national policy tools related to urban poverty may also be considered to see to what extent the urban poverty is prioritized.
  - Explore the materials available on urban poverty from LIUPCP as well as other sources
  - Meet with UNDP and LIUPCP management and discuss the preliminary ideas on the pressing and emerging issues related to urban poverty for which policy briefs might be developed
  - Finalize a list of issues/topics for developing the policy briefs and subsequent policy consultations. It is expected that 10-15 topics should come out of this exercise.
  - In the consensus of UNDP/LIUPCP, select 2 topics to develop the policy briefs.
- 3. Develop 2 policy briefs based on the available data from LIUPCP as well as other sources**
- Deploy and mobilize the concerned sector expert for developing the policy briefs.
  - Since the specific topics are not preselected, and it will be done after the concerned institution/firm is on board, it is expected that a list of potential sector experts are ready with the organization, so that once the topics are finalized they can immediately involve the concerned sector expert to develop the policy briefs.
  - Draft the policy briefs and share with LIUPCP/UNDP for review and inputs. Policy brief should include but not limited to the following: (i) a contextual background of the topics of the policy brief, (ii) why and how the issue is pressing/emerging, (iii) what is the present policy stand especially the 8<sup>th</sup> FYP on addressing the issue, (iv) what the areas that need to be improved in the existing and upcoming policy tools, (v) what are some specific and overall policy recommendations on this matter are, and (vi) what are some way forward to achieve the policy recommendations.
  - It is advised to consult with various government and the sector experts while developing the policy briefs so that it is aligned with the efforts made by different agencies as well as the medium- and long-term vision of the government.

- Incorporate the comments and feedback on the draft policy briefs received from LIUPCP/UNDP as well as from the online consultation workshop. It is also encouraged to share the draft policy brief with the wider internal networks of the selected institution / firm to receive feedback.
- Finalize the policy briefs and submit the LIUPCP. The final policy brief should be concrete, and each of them should not be longer than 15 pages.

#### **4. Organize 2 Policy Consultations with effective participation of the concerned government ministries and departments**

- After developing the policy briefs, at least one policy consultation for each of the Policy briefs will have to be done.
- Identify the policy stakeholders with specific names of individuals and share the list with the LIUPCP/UNDP for feedback and any modifications. The list of the policy stakeholders should include but not limited to the following: (i) government – concerned ministries, division and departments, (ii) development partners – FCDO, WB, ADB, JICA, GIZ, USAID, etc. (iii) UN agencies – UNDP, UNHABITAT, UNICEF, WFP, WHO, ILO, UNEP, FAO etc. (iv) INGOs- as deemed necessary, and (v) research institutions, academies, and universities – as deemed necessary, (vi) press and media- as deemed necessary. The total number of participants excluding the press and media should be 25-30 for each of the Policy Consultation.
- Share with LIUPCP/UNDP the programme schedule, list of participants, and the concept note of the policy consultation workshop (detailing how the steps of the policy consultation and it will be organized, who will be presenting what, where is the venue, etc.) with any other necessary details.
- Develop press release prior to Policy Consultations to distribute to the press and media on the day of the policy consultation.
- Conduct Policy Consultation ensuring the necessary measures in light of the COVID-19.
- Incorporate feedback received from the Policy Consultation (if any) and submit the final policy briefs to UNDP with a Report of the Policy Consultation. While doing the Policy Consultation, necessary good quality photos and video clips need to be taken and will have to be submitted to the LIUPCP/UNDP during the final deliverables. A softcopy of the deliverables should also be submitted including the photos and video clips.

#### **D. Expected Results and Deliverables**

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

- The major pressing and emerging issues related to urban poverty will be identified and listed
- The most important two issues will be framed into policy briefs
- The national level government and non-government stakeholders will be brought together and a consensus understanding will be built on the issues

- National policy tools and instruments will be influenced

The final deliverables will be:

- Inception Report with the detailed work plan
- 2 draft policy briefs
- 2 final Policy briefs and report on policy consultations

## E. Methodology

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

- Desk work and review: The team will have to do a lot of review works that include collection and review of the policy tools associated with the urban poverty, collection and review of various assessments and reports from LIUPCP as well as from any other organization
- Strong team mobilization: This work requires the deployment of concerned sector expert in developing the policy briefs. A pre exercise to identify the concerned sector expert would be an innovative way to save time and reduce any associated complexities.
- Networking and media publication: The ultimate target is to influence the national policy tools by bringing the concerned policy stakeholders under a common umbrella and building a consensus understanding of the policy issues. The selected organization need to have a very good connection with different government ministries, division, departments as well as with other national and international stakeholders who have significant contributions in influence on the policy tools and instruments. Therefore, in the technical proposal, a potential list of sector experts in contact with the organization might be included. Besides, active involvement of the online and print news and media in this activity is required for wider circulation of the policy consultation and policy recommendations.

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
1. Inception Report with detailed work plan	2 days	26 Nov 2020	Payment will be made upon confirmed acceptance by the Project Manager;
2. Draft policy briefs	20 days	28 Dec 2020	
3. Final Policy briefs and report on policy consultations	8 days	25 Feb 2021	

## F. Institutional Arrangement

Technical guidance will be provided jointly by UNDP Sr. Management and the Project Manager of LIUPCP. Urban Planning and Governance Coordinator-LIUPCP will do necessary program coordination between the project and the selected organization. Contractual oversight will be provided by Operations Coordinator - LIUPC.

## G. Duration of the Work and Duty Stations

This consultancy will require 30 working days over a period of 3 months.

The expected start date is 23 November 2020. The organization is expected to work from their own offices, attend meetings at LIUPCP HQ/virtual as required.

## **H. Qualifications of the Successful Contractor**

The key qualifications of the institution/firm, Team Leader/ Lead Policy Advisor, and Technical Coordinator are listed below. Firms are welcome to propose additional team members in order to meet the objectives of the assignment within the allotted time period. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

### **Minimum Eligibility Criteria:**

#### **The Organization**

- Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured
- Written Self-Declaration that the organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List
- Business Registration Certificate
- Tax clearance certificate
- VAT clearance certificate
- Legally registered under concerned department of Government of Bangladesh
- Latest two years Audited Financial Statement – (income statement and balance sheet) to indicate its financial stability, liquidity, credit standing, and market reputation, etc
- At least 10 years of experience in the field of policy influencing related activities that includes development of policy briefs, policy papers, publishing journals/articles on urban poverty issues, etc.
- Experiences of organizing round tables, policy briefs/ consultations/workshops, etc. with higher level of the government, bilateral and multilateral organizations, and the other national and international stakeholders
- Two recent examples of similar assignment (attached, or with website link provided)
- Previous experience of working with a UN agency / International NGO / bilateral donor / Government

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:

### **Team Leader/Lead Policy Advisor:**

The Team Leader will be a key liaison point between LIUPCP and the selected organization. It is expected he/she will have overall responsibility for the assignment, oversight of the team and oversee qualitative analysis and reporting.

- Minimum Masters in any relevant discipline in Urban Planning / Economics / Social Sciences
- At least 15 years of experience with specific experience on urban development, urban poverty, and quantitative and qualitative research
- Working experience with high level of government, UNDP, other UN agencies as well as INGOs.
- Examples of at least two relevant publications through his/her leadership. Samples should be submitted.

**Technical Coordinator:**

There should be a Technical Coordinator in the team who will mainly be responsible to coordinate among the all stakeholders who are associated during development of policy briefs and organizing the policy consultations. Apart from that s/he will also be responsible to provide input the developing the policy briefs, concept notes, programme schedules as advised by the Team Leader/Lead Policy Advisor.

- Master's degree in Public Management, Project Management, Urban planning, Economics or relevant social science degree.
- At least 10 years of experience in coordinating projects, organizing the high-level policy forums/roundtables/workshop etc.
- Working experience with high level of government, UNDP, other UN agencies as well as INGOs.

**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 work completed.

**1<sup>st</sup> payment: 20%** of total contract value will be paid after submission of Inception Report and accepted by the Contract Administrator;

**2<sup>nd</sup> payment: 40%** of total contract value will be paid after submission of the draft policy briefs and accepted by the Contract Administrator;

**3<sup>rd</sup> payment: 40%** of total contract value will be paid after submission of final Policy briefs and report on policy consultations and accepted by the Contract Administrator;

**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 undertaking large scale data collection, and list of current and past assignments of the Firm;
3. Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product which, after selection of the contractor, will be agreed upon by the Project in consultation with the Advisory Panel of Experts in the early stages of the commencement.
4. Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. survey analysis, field management, etc.
5. Tools and Methodologies – Outlining how your firm’s specific approach to qualitative research, including participatory methods, are relevant to the questions under study and meet the highest research standards. This should also include a detailed approach to qualitative data analysis.
6. Quality assurance – The firm must outline how it will ensure quality at all stages of the assignment with an emphasis on assessment and data analysis; policy brief developing, fruitfully organizing the policy consultations and reporting. This will be subject to review by LIUPCP during project implementation.
8. Risk management – The firm must identify key risks and outline how it will mitigate against them. Attention should also be paid on how to deal with the activities amid the pandemic COVID-19.

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

- (i) The Financial Proposal shall specify a total delivery amount (in BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems, printing costs, policy 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:

**Template for Budget Estimate.**

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	Team Leader / Lead Policy Advisor	person-day	1			
2	Technical Coordinator	person-day	1			
4	Add more, if required	person-day				
<b>Sub Total</b>						
<b>B Policy brief development / Policy Consultations / Meeting / Workshops</b>						
1	Online consultation workshop with larger stakeholders on 8 <sup>th</sup> FYP	Nos.		1		
2	Development of policy briefs	Nos.		2		
3	Policy Consultation on the Policy Brief (if possible, provide a detail break down in a separate page. The tentative number of participants in each Policy Consultation should be around 30. However, the number may change as per the proposal of the organizations).	Nos.		2		
4	Add more, if required					
<b>Sub Total</b>						
<b>D Allowances</b>						
1	Daily Allowances (if travelling out of Dhaka is required only then daily allowances will be applicable. In this case, the requirement needs to be reflected in the proposal)	Lump-sum				
2	Travel Allowance	lump-sum				
3	Mobile phone allowances	lump-sum				
4	Internet allowances	lump-sum				
5	Add more, if required					
<b>Sub Total</b>						
<b>E Printing and others</b>						
1	Printing (please specify)	lump-sum				
2	Others (please specify)	lump-sum				

3	Add more, if required	lump-sum		
<b>Sub Total</b>				
<b>F Total Programme Cost (A+B+C+D+E)</b>				
<b>G Management Cost (Maximum 10%)</b> (all admin and other costs of the organizations related to this work will have to bear from the overhead/management cost)				
<b>H VAT &amp; Other Indirect Applicable Tax</b>				
<b>Grand Total (F+G+H)</b>			1,158,300	

In Word:

**Note: Where necessary, please provide detail estimate of some of the line items (e.g. policy consultations) 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.

#### **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 responsible for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on the lowest price.

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

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

Criteria	Weight	Max Points
<b>Technical</b>	<b>70</b>	
<b>1. Expertise of firm</b>	<b>25</b>	
1.1 Length of relevant professional experiences	10	
1.2 Previous experience of working with a UN agency / International NGO / bilateral donor / Government	5	
1.3 Quality of samples submitted	10	
<b>2. Expertise of Team Leader/Lead Policy Advisor</b>	<b>20</b>	
2.1 Education qualification	5	
2.2 Professional experiences	10	
Quality of samples submitted	5	
<b>3. Expertise of Technical Coordinator</b>	<b>10</b>	
3.1 Education qualification	5	

3.2 Professional experiences	5	
<b>4. Methodology</b>	<b>15</b>	
Quality and relevance of proposed approach and methodology	15	
<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 the 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.

*ans*

**Declaration**

Date:

**United Nations Development Programme**

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

Assignment: **Hiring Firm/ Institutions for developing Policy Briefs and Policy Consultations to integrate urban poverty in the policy tools**

**Reference:** RFP-BD-2020-042

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,

*ans*