

REQUEST FOR PROPOSAL (RFP-BD-2021-009)

NAME & ADDRESS OF FIRM	DATE: March 28, 2021
	REFERENCE: RFP-BD-2021-009

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm for Vacant Land Mapping in 5 Cities**

Proposals shall be submitted on or before 04.30 pm (local BD Time) on Sunday, April 11, 2021

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 **60 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 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/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Head of Procurement
March 28, 2021

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Annex 1

Description of Requirements

Context of the Requirement	Hiring Firm for Vacant Land Mapping in 5 Cities												
Implementing Partner of UNDP	NUPRP Project												
Brief Description of the Required Services	<p>Scope of the Work and Overall Objectives</p> <p>Under the direct guidance of the Project Manager and Housing Coordinator of LIUPCP, the work of the Firm aims to conduct Vacant Land Mapping and Reports of each of the demarcated towns.</p> <p>Scope of Work:</p> <p>Consultancy will entail the following scope of work (Ref: TOR)</p> <ol style="list-style-type: none"> 1. Collect/obtain relevant information and review documents 2. Prepare tools for Vacant Land Mapping (VLM) 3. Host a consultation meeting to introduce the activity to city/town authority/stakeholders 4. Undertake Field Reconnaissance 5. Recruit a team of surveyors 6. Train the survey team 7. Undertake the city-wide survey and quality control 8. Digitize boundaries of the identified vacant lands, tabulate the collected data, process and analyse the data 9. Confirm ownership of the identified vacant lands 10. Check if there are any pending court injunction on the identified vacant lands 11. Prepare vacant land inventory, map and profile 12. Organize workshop to present the results of VLM to city key stakeholders 13. Obtain formal approval of the Mayor and Councillors to city VLM profile, map and inventory <p>Overall objective:</p> <p>The overall objective of VLM is to facilitate the city/town governments in developing and designing Land Tenure Action Plan (LTAP) for the purpose of making land available and accessible to the urban poor communities for their land tenure security improvement and other pro-poor purposes. Such Action Plan is important for a comprehensive and dynamic urban poverty reduction strategy.</p> <p>Geographic Location of the work areas (Package):</p> <p>This work will be carried out in 5 cities with 81 Wards. The cities are:</p> <table border="1"> <thead> <tr> <th>Name of the City</th><th>Number of wards</th></tr> </thead> <tbody> <tr> <td>City 1: Narayangonj City Corporation*</td><td>27</td></tr> <tr> <td>City 2: Chandpur Paurashava*</td><td>15</td></tr> <tr> <td>City 3: Gopalganj Paurashava</td><td>9</td></tr> <tr> <td>City 4: Noakhali Paurashava</td><td>9</td></tr> <tr> <td>City 5: Kushtia Paurashava</td><td>21</td></tr> </tbody> </table> <p>* Need to assess already completed city vacant land map of NCC and CP, Multidimensional data and submit Final report based on those</p>	Name of the City	Number of wards	City 1: Narayangonj City Corporation*	27	City 2: Chandpur Paurashava*	15	City 3: Gopalganj Paurashava	9	City 4: Noakhali Paurashava	9	City 5: Kushtia Paurashava	21
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List and Description of	<p>Expected Results and Deliverables</p> <p>The main expected results of this work will be as following:</p>												

Expected Outputs to be Delivered	<ul style="list-style-type: none"> ○ All vacant lands (as defined in the guideline) of 5 cities are visible in maps with boundary ○ Multidimensional data related to all vacant lands ○ Legal documents related to vacant land validated by a proper authority such as DC (Deputy Commissioner) office, Settlement office, and Sub-registry office ○ Results validated by LGIs
Person to Supervise the Work/Performance of the Service Provider	The study will be directly supervised by the Housing Coordinator with overall guidance of Project Manager (PM) of LIUPCP. Contractual oversight will be provided by LIUPCP Operations Coordinator
Frequency of Reporting	<input checked="" type="checkbox"/> As indicated in the TOR
Progress Reporting Requirements	<input checked="" type="checkbox"/> As indicated in the TOR
Location of work	<input checked="" type="checkbox"/> As indicated in the TOR
Expected duration of work	This mapping work will require 100 working days over a period of 6 months.
Target start date	April 28, 2021
Latest completion date	October 27, 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)	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 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
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"/> must be exclusive of VAT and other applicable indirect taxes *Please mention VAT amount in the separate line
Validity Period of Proposals (Counting for the	<input checked="" type="checkbox"/> 60 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.

<i>last day of submission of quotes)</i>																											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																										
Payment Terms	<table border="1"> <thead> <tr> <th>Deliverables/Outputs</th><th>Estimated Duration to Complete (business days)</th><th>Target Due Dates</th><th>Percentage of Payment</th></tr> </thead> <tbody> <tr> <td>1. Inception Report including detailed work plan</td><td>10</td><td>10 May 2021</td><td>10%</td></tr> <tr> <td>2. Report, Data and maps for 1 city</td><td>25</td><td>16 Jun 2021</td><td>20%</td></tr> <tr> <td>3. Report, Data and maps for another 2 cities</td><td>35</td><td>15 Aug 2021</td><td>30%</td></tr> <tr> <td>4. Report, Data and maps for the rest 2 cities</td><td>20</td><td>22 Sept 2021</td><td>30%</td></tr> <tr> <td>5. Assignment Completion Report</td><td>10</td><td>27 Oct 2021</td><td>10%</td></tr> </tbody> </table>	Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	Percentage of Payment	1. Inception Report including detailed work plan	10	10 May 2021	10%	2. Report, Data and maps for 1 city	25	16 Jun 2021	20%	3. Report, Data and maps for another 2 cities	35	15 Aug 2021	30%	4. Report, Data and maps for the rest 2 cities	20	22 Sept 2021	30%	5. Assignment Completion Report	10	27 Oct 2021	10%		
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<p>The study will be directly supervised by the Housing Coordinator with overall guidance of Project Manager (PM) of LIUPCP. Contractual oversight will be provided by LIUPCP Operations Coordinator</p> <p>Payment for services of the contractor will be made upon satisfactory certification by the contract administrator.</p>																										
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract																										
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> 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.																										
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><u>Minimum Eligibility Criteria:</u></p> <p><u>The Firm</u></p> <p>The Firm should demonstrate that it has the capacity and skills of community based participatory mapping and assessment with experience of managing partners. Implementation of this work requires engagement of various types of stakeholders like community surveyors, leaders of community organizations, elected public representatives, and city/Municipality authority at the local level to complete the main field work. Therefore, the Firm should be able to demonstrate that they have well connection with the local organizations. Along with all other information, the Organization should demonstrate in the Proposal:</p> <ul style="list-style-type: none"> • 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 • Latest VAT and Tax clearance certificate 																										

	<ul style="list-style-type: none"> • Latest Audited Financial Statement (2019 and 2020)– income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc • At least 3 years of working experience, with focus on community-based participatory mapping and assessment • Demonstrated 2 years of experience in providing training on Vacant Land Mapping and Data Management. • Have experience in using and operating GIS Software, such as – Esri ArcGIS, BatchGeo, Google Earth Pro, Google Maps API ect. • Minimum two recent examples of similar assignment types in an urban context (attached, or provide website link) • Previous experience of working with a UN agency / International NGO / bilateral donor / Government • List of Clients: Name of the Organization, address, name of the contact person, e-mail address, and contact number <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><u>Key personnel</u></p> <p><u>Team Leader cum Survey Specialist (01):</u></p> <p>The Team Leader will be a key liaison point between LIUPCP and the Firm. It is expected he/she will have overall responsibility for the consultancy work, the training and oversight of national team and oversee qualitative and quantitative analysis and reporting.</p> <ul style="list-style-type: none"> • Minimum Master’s degree in any relevant discipline in Social Sciences/Urban Planning/Geography/Development Studies, with demonstrated knowledge on urban poverty and participatory poverty mapping. • At least 10 (ten) years of experience in urban poverty and participatory poverty mapping, managing diverse work teams and partners, quality reporting. • Prior experience to work with UN Project in a leading position.. <p><u>GIS and Database Officer cum Deputy Team Leader (01):</u></p> <p>The GIS and Database Expert will be responsible for overseeing and providing technical support on map digitalization, data input, area demarcation and map production.</p> <ul style="list-style-type: none"> • Minimum Bachelor’s degree in urban planning/Geography/Civil Engineering /Computer Science/GIS or related degree, with strong background in GIS mapping (academic background or certification in Geographic Information System (GIS) and database management). • At least 7 (seven) years of experience in mapping, database management and satellite image processing. Experience in the urban context is an asset. <p><u>City Coordinators (minimum two):</u></p> <p>There should be a City Coordinator assigned to the city when activities take place. He/she should coordinate the overall field activities, work with LIUPCP Town Team and liaise with representatives from the local government.</p> <ul style="list-style-type: none"> • At least Bachelor’s degree with sound knowledge in managing participatory surveys and mapping in urban areas • At least 5 (five) years of experience in coordinating projects, field survey and mapping activities in urban context. Experience of working with local government is highly desirable. <p><u>Survey Supervisor (minimum two):</u></p>
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While performing the task, at least one Survey Supervisor for each town who will be responsible for undertaking field reconnaissance, recruiting Land Surveyors and Enumerators, train the survey team as well as supervising and monitoring the entire survey processes.

- At least Diploma in Survey Engineering with sound knowledge in managing participatory surveys and mapping in urban areas.
- The Survey Surveyors must be affiliated by Government and have working experience of land survey for at least 2 (two) years.

Data Entry Operator:

Data entry operators are responsible for entering data that come from the vacant land information sheet and others relevant activities into the computer database, manage and maintain effective record keeping.

- Data Entry Operator should have a minimum education level of HSC having good computer literacy, high typing speed
- S/he must have certification of Training on Microsoft Office from recognized Government Authority/Institute.
- At least 2 (two) years of experience as Data Entry Operator

Technical Proposal (70%)

☒ Expertise of the Firm *[indicate percentage]*

☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

☒ Management Structure and Qualification of Key Personnel

Criteria	Weight	Max Points
Technical	70	70
1. Expertise of Firm	15	15
Profile of the Firm and list of clients	3	3
Experience of conducting relevant assessment / mapping / studies / surveys	5	5
Demonstrated experience in providing training on Vacant Land Mapping and Data Management	4	4
Previous experience of working with a UN agency / International NGO / bilateral donor / Government	3	3
2. Team Leader cum Survey Specialist	10	10
Relevance of education	4	4
Experience in urban poverty and participatory poverty mapping, managing diverse work teams and partners, quality reporting.	6	6
3. GIS and Database Officer cum Deputy Team Leader	8	8
Relevance of education	3	3
Years of experience in GIS, mapping, database management and satellite image processing Experience in the urban context is an asset.	5	5
4. Expertise of City Coordinators (minimum 2)	7	7
Relevance of education	3	3
Years of experience in coordinating projects, field survey and mapping activities in urban context.	4	4
5. Expertise of Survey Supervisors (minimum 2)	5	5
Relevance of education	2	2
Years of experience in land survey and mapping activities in urban context.	3	3

	2. Methodology		
	Quality and relevance of proposed approach and methodology	15	15
	Quality of proposed analytical framework	10	10
	Financial	30	
	Total	100	
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Others [Written Self-Declaration] (Annex 5)		
Contact Person for Inquiries (Written inquiries only)	<p>UNDP Procurement Cluster, UNDP Bangladesh bd.procurement@undp.org</p> <p>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 bd.procurement@undp.org within April 05, 2021 by 04:30 pm (local time).</p> <p><u>"Attn. BD Procurement- Queries on RFP-BD-2021-009- Hiring Firm for Vacant Land Mapping in 5 Cities."</u></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>* For attention:</p> <p>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>A pre-bid meeting will be held through Zoom on 05 April, 2021 at 11:00 AM (local time). Please click the link below</p> <p>https://undp.zoom.us/j/81057704001?pwd=V2trcnFxeDQ2SnNSQzhCTjN5cCtLdz09;</p>		

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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 and the key personnel:****AS PER RFP DOCUMENT**

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)
AS PER RFP DOCUMENT (please refer to page #5)

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

No	Items	Unit name	Qty	# Units/ days	Unit Cost (BDT)	Total (BDT)
1	2	3	4	5	6	7
Direct Programme Cost						
A Human Resources						
1	Team Leader / Survey Specialist	person-day	1			
2	GIS and Database Officer cum Deputy Team Leader	person-day	1			
3	City Coordinators	person-day	2			
4	Survey Supervisors	person-day	2			
5	Data Entry Operator	person-day	1			
Sub Total						
B Town Level Workshop						
1	Town Level Consultation Meeting/Workshop - 1 in each city	lump-sum	3			
2	Town Level Result Sharing Workshop - 1 in each city	lump-sum	5			
Sub Total						
C Ward Level Workshop and Survey						
1	08 (eight) Orientation workshop (39 Wards, 5 Wards In each workshop, 2 enumerators from each Ward) (in each batch of workshop the participants are: 10 Enumerators, 1 Surveyors, 1 Supervisor, 2/3 other team members, 7/9 Ward Councilors, 5 Ward Secretary, 2 LIUPC Project staff, 2/3 City Official, 5/7 CDC Leaders) = 35 X TK... X 8 batch	Batch		8		
2	Surveyor for preliminary data collection and vacant land mapping (2 Surveyors (1 Land Surveyors +1 Enumerator)) X 2 days X 50 Wards X BDT /Surveyor)	person-days/ward		50		

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No	Items	Unit name	Qty	# Units/ days	Unit Cost (BDT)	Total (BDT)
1	2	3	4	5	6	7
3	Land surveyor / Amin (Local / Paurashava / City / other) to demarcat es boundaries of identified land parcel in survey base map and mouza map	Lump-sum				
Sub Total						
D Allowances						
1	Daily Allowances for Organization Staffs	Lump-sum				
2	Travel Allowance	Lump-sum				
3	Mobile phone allowances for project staffs	Lump-sum				
4	Internet allowances for concerned project staffs	Lump-sum				
Sub Total						
E Printing and photo copying						
1	Report printing	Lump-sum				
2	Map printing	Lump-sum				
3	Questionnaire Printing	Lump-sum				
Sub Total						
F Total Programme Cost (A+B+C+D+E)						
G	Management Cost (all admin and other costs of vendor HQ office related to this work will have to bear from the overhead/management cost)					
H	Total Cost (F+G)					
I.	VAT/any other taxes (if any) with percentage					
Grand Total in BDT (H+I)						

In Word:

Note: Where necessary, please provide detail estimate of some of the line items 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.

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.

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Annex 4**Terms of Reference (TOR) for Hiring Firm for Vacant Land Mapping in 5 Cities**

Location:	5 Cities in BANGLADESH
Additional Category:	Livelihoods Improvement of Urban Poor Communities (LIUPC) Project
Type of Contract:	National Firm
Languages Required:	English and Bangla
Expected Duration of Assignment:	100 business days over 6 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 multi-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 Foreign, Commonwealth & Development Office (FCDO) 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). 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.

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 central 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.

The project has five components 1. Climate-resilient housing for low income people 2. Building community organizations 3. Skills and employment generation for women and girls 4. Climate Change Adaptive capacity through community-based infrastructure 5. Strengthening municipal capacity towards improved urban management, policy and planning.

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. 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.

Vacant Land Mapping (VLM)

Universally no formal or standardized definition of vacant land exists. However, VLM exercise defines both publicly owned (including non-agricultural khas land) and privately-owned vacant land that is either unused, or under-used, for a long period of time (e.g. minimum 10 years) and the area is not less than one-third an acre. Vacant Land Mapping (VLM) is a process that will help building repository of information which will be used to improve long/short term tenure security, housing, and local economic development for the urban poor by documenting the existence and characteristics of vacant lots in the cities and towns. This is a participatory process that involves City Mayors and Councillors, Assistant Commissioner-Land/Deputy Commissioner Office, local government officials (e.g. City/Town Planners and Slum Development Officers), local community leaders, local land surveyors, community facilitators and LIUPCP staffs. VLM is a community-led and participatory process, which is a new mechanism introduced to Bangladesh by LIUPCP. Pilot experiences show that on an average the number of vacant lands identified in a Ward is less than 10.

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C. Scope of the Work and Overall Objectives

Under the direct guidance of the Project Manager and Housing Coordinator of LIUPCP, the work of the Firm aims to conduct Vacant Land Mapping and Reports of each of the demarcated towns.

Scope of Work:

Consultancy will entail the following scope of work:

Collect/obtain relevant information and review documents

A team comprising key LGI staffs, LIUPCP staff and consultant firm need to be formed for collecting/obtaining and reviewing Urban Poor Settlement Map (UPSM) and all relevant documents in order to gain preliminary indication about the probable numbers, locations and distribution pattern of the potential vacant land parcel (especially the khas land) across the city/town. These information and documents are particularly important and useful for collecting and preparing survey base maps and mouza maps to conduct VLM field survey.

Following major tasks need to be carried out to prepare the required tools and materials:

- Collect latest master plan, development plan, land use plan and other relevant plans of the city/town.
- Collect satellite imagery, city/town map and mouza map.
- Collect other relevant information and documents.

Prepare tools for Vacant Land Mapping (VLM)

Maps

Basically, two types of maps are used to identify, locate, and collect information of vacant lands by thorough field investigation: a) survey base map and b) mouza map.

Survey Base Map

Firm need to prepare survey base maps by obtaining the satellite imagery from open source at first and then geo-referencing. Firm, also, have to follow LIUPCP's Poverty Map (UPSM) where ward boundaries, mahalla boundaries along with major physical features are already demarcated. Survey base map will be developed considering mahallas as the unit of survey for undertaking vacant land mapping.

Mouza Map

Firm will also be responsible to collect Mouza Map from DC Office/LGI and superimpose that in survey base maps to have a comprehensive VLM. Mouza maps help to identify and mark the number of plots occupied by the identified vacant lands. This information is used to know the extent of the vacant lands as per mouza map, to verify with land departments of the government to get confirmation about the actual owner of land and to check with the judge court if there are any pending court injunctions on the identified vacant lands.

Develop and filling of Vacant Land Information (VLI) Sheet

Since Vacant Land Information Sheet will provide the most fundamental information of the identified land parcels, a well-organized vacant land information sheet as well as systematic field survey of the vacant lands across a city/town is required. Firm will be liable to develop VLI sheet based on LIUPCP's supplied one and finalize that in consultation with LIUPCP. Firm will use that approved VLI sheet to collect and record information of the identified vacant land parcels during field survey.

3. Host a consultation meeting to introduce the activity to city/town authority/ stakeholders

Firm, with the cooperation of LIUPCP Town team, will conduct an initial Consultation Meeting with City corporation/Municipality to inform the city stakeholders about VLM, its importance & outcomes and the activities to be done in step-by-step process. Objective of this meeting is also to take consent from the city authority to start mapping activities at Ward level and fix the schedule and venue for holding training for the vacant land surveyors and conducting mapping. In this meeting Mayor, all Ward Councillors, relevant city officials, community leaders, representative of different government and non-government agencies' representation need to be ensured.

4. Undertake Field Reconnaissance

Firm will also accountable to undertake field reconnaissance in some selected wards immediately after completion of consultation meeting. City/municipality key stakeholders, LIUPCP staffs, LGI key staffs (preferably Slum Development Officer and Town Planner), ward councilors (preferably Panel Mayor 1, 2 & 3) and community leaders (preferably President of Town Federation, CDC and CHDF, where available) will be participants in Field Reconnaissance event. The purpose of this field reconnaissance is to obtain a reality-based overview of general conditions and distribution of vacant lands within the city/town. Besides, it helps them to gain actual understanding and to remove ambiguity about what is vacant land and what is not as per the definition of vacant land provided here. The step of field reconnaissance is completed in the following sub-steps:

- Select Ward for field reconnaissance
- Undertake field reconnaissance
- Brief mayor, Ward Councilors & LGI staff

5. Recruit a team of surveyors

Firm will then form a survey team comprised of a Land Surveyor and an Enumerator for each ward to carry out VLM survey in each ward and thereby, in the entire city. A Survey Supervisor, appointed by Firm, will supervise, manage, and guide the survey teams in each city. For performing VLM efficiently and effectively, selection of eligible Land Surveyors and Enumerators with desired quality is a vital prerequisite. Land Surveyors and Enumerators must be hired by the consulting Firm with assistance from LIUPCP Town Team, Slum Development Officer, Town Planner, and Paurashava Surveyor. Expected number of land surveyors and enumerators are selected and hired considering the following eligibility criteria strictly.

- The expected Land Surveyors and Enumerators must be residents, preferably be inhabitants of the respective ward where they will be engaged to conduct vacant land survey.
- The desired Land Surveyors must be resident of that town/ city having working experience of land survey for at least 2 years. S/he must have certification of Training on survey from recognized Government Authority/Institute.
- Enumerators should have minimum education level of SSC and prior experience of undertaking survey. Besides, they must be selected from local poor communities.
- Preference will be given to the candidates who are energetic and willing to work on vacant land mapping.

6. Train the survey team

Firm must orient and provide appropriate training about VLM survey to the selected surveyors and enumerators. The training needs to cover concepts of vacant land, importance and process of vacant land mapping, data filing and data management. The training can be conducted in more than one batch depending on number of participants. One training session covers maximum 20 participants for the sake of effective learning. The training is held at meeting/conference/training room of LGI or any convenient place as decided/provided by the city/municipality authority. The training workshop takes place as per the schedule prepared during consultation meeting with city/municipality key stakeholders. Presence of VLM surveyors as well as councilors of general seat, female councilors of reserved seat, key LGI staffs (Slum Development Officer and Town Planner), and poor community representatives (Cluster/Federation/CHDF leaders) must be ensured in the training workshop.

To test the effectiveness of the training, the survey teams undertake a pilot survey in a selected vacant land/mahalla. The training and test will enable the surveyors to know the methods and improve their surveying skills. The results of the pilot survey must be checked for accuracy and corrective measures are taken if any deviation arises.

7. Undertake the city-wide survey and quality control

Once the VLM survey teams are oriented with the process of field survey and are well prepared with survey tools and materials, firm need to deploy them in the field to undertake survey in their respective wards. The mahallas are used as the unit of survey for undertaking vacant land mapping in each ward of the city/municipality. This step is completed in the following three sub-steps.

i. Complete city-wide survey of vacant lands

The trained vacant land survey teams are mobilized to undertake survey in each ward under the leadership, and with active support and presence of the respective ward councilors to avoid potential ambiguities and risks from the local residents. Each pair walks through all areas of their survey mahalla, identifies vacant land parcels, draws the parcels on the survey map and marks the plot number(s) and parcels in mouza map, assembles residents/landowners/key informants into a focus group. Together with the focus group, the surveyors complete the vacant land information sheet with all required fundamental information related to the identified land parcels.

ii. Quality assurance

At the end of each day, the LIUPCP town staffs and LGI staffs review the maps and vacant land information sheets along with the surveyors. In case of any ambiguities or missing data, the teams revisit the field to verify or collect information. The result of

cross-checking also helps the surveyors to collect accurate information for the vacant land parcels to be surveyed in the next. At least 10% of the identified vacant lands in each ward is cross-checked each day. Besides, cross-checking at the starting of field survey helps the surveyors to be rectified since the very beginning.

iii. Councilor's validation of collected information

All survey teams work in close collaboration with and under the leadership of respective councilors. Though the councilors are always kept informed by the surveyors about the status, progress and quality of survey, the survey team shares the raw results of survey with them after completion of the survey. The purpose of taking their consent is to validate that VLM survey has been properly completed in their wards with desired quality and accuracy, and no vacant land is left behind.

8. Digitize boundaries of the identified vacant lands, tabulate the collected data, process and analyse the data

After the completion of data collection in each mahalla and then in each ward of the city through VLM field survey, Firm will collect all survey documents and digitize boundaries of the identified vacant lands. After that those data will be tabulated, processed and analyzed to produce vacant land maps and vacant land profile. The whole journey is completed in the following sub-steps.

- Collect all field survey maps & vacant land information sheets from VLM surveyors
- Design database structure and enter data into database
- Digitize vacant land boundaries with plot numbers and plot extents
- Correct digitization error with proper georeferencing
- Compile shapefiles of all wards
- Link database with GIS shapefiles
- Analyze data and prepare vacant land maps and database

9. Confirm ownership of the identified vacant lands

Firm will prepare a table of all identified vacant lands along with respective mouza names and plot numbers. Then the list has to be checked with the respective land department of the government to get confirm and current ownership information of the land parcels. The selected Firm will seek assistance from LGI for collecting this official information. This goes into following two steps:

- Prepare a list of identified vacant lands
- Confirm ownership of vacant lands from the local land office

10. Check if there are any pending court injunction on the identified vacant lands

Firm will not only the confirm information on current ownership of vacant land is enough but also check whether there is any pending court injunction on the land for the purpose to target any vacant land parcel to initiate negotiation with the land owners for improving land tenure security of vulnerable poor communities. It is logical to choose and target those land parcels that have no court injunction pending on it. Judge Court or Nejarat Section of DC Office can confirm this information. The selected Firm will seek assistance from LGI for collecting this official information. In this concern, this step is completed as follows.

- Prepare a list of identified vacant lands
- Confirm about court injunction on vacant land

11. Prepare vacant land inventory, map and profile

Based on the VLM survey results and information from land office and court, Firm will produce final ward and city level vacant land inventory and feed those into GIS shapefiles. Then, both final database and GIS shape files need to be analyzed to prepare ward and city level vacant land maps and city vacant land profile. This step is completed in the following sub-steps:

- Analyze VLM data and map for vacant land assessment
- Prepare ward and city vacant land maps
- Prepare city vacant land profile

12. Organize workshop to present the results of VLM to city key stakeholders

With the assistance of LIUPCP HQ and Town team, Firm will organize a workshop to make a formal presentation of the survey findings to the key stakeholders in the city, especially the Mayor, councilors and key LGI staffs. Stakeholders also include LIUPCP town staffs, representatives from government land offices, NGOs, universities, local surveyors and community leaders. The purpose of this workshop is to raise their (especially the Mayor, Councilors, LGI staffs and Communities) awareness of the city-level vacant land situation and help preparing pro-poor vacant land use strategy to address the land tenure insecurity of the urban poor communities. To complete this step, it needs to follow the following major sub steps:

- Organize the workshop with the assistance of LIUPCP Town team
- Brief LGI, communities and other stakeholders about the products of VLM
- Take verbal endorsement from the Stakeholders
- Aware LGI to regularly update the VLM annually

13. Obtain formal approval of the Mayor and Councillors to city VLM profile, map and inventory

At the completion of presenting the results of VLM to the city key stakeholders, LIUPCP seeks all of the councilors' formal approval and endorsement of respective ward vacant land maps and inventory, and Mayor's formal approval and endorsement of the city vacant land map, inventory and profile. This step is completed in the follow two sub-steps:

- Obtain Ward Councilors' endorsement of ward VLM maps & inventory
- Obtain Mayor's endorsement of City VLM profile, maps & inventory

Objectives:

Overall objective:

The overall objective of VLM is to facilitate the city/town governments in developing and designing Land Tenure Action Plan (LTAP) for the purpose of making land available and accessible to the urban poor communities for their land tenure security improvement and other pro-poor purposes. Such Action Plan is important for a comprehensive and dynamic urban poverty reduction strategy.

Specific objectives

- Developing an inventory of city/municipality-wide vacant lands, which is a very useful resource for the city governments to support improving access to land for the poor. A citywide approach is more beneficial to local authorities and communities rather than piecemeal approaches as such an approach can cover all urban poor communities with proper city level land use plans.
- Raising awareness of the city stakeholders about the existence and availability of vacant lands in cities as well as their importance and potentials for pro-poor purposes, especially for improving land tenure security of the urban poor communities.
- Making vacant land information available to the settlements that face the possibility of eviction, or are vulnerable to climate hazards, and that face high risks needing alternative living spaces for immediate relocation or resettlement.
- Analysing and identifying appropriateness and suitability of vacant lands for housing of the urban poor communities. Such analytical approach is important to inform an overall strategy of building climate resilience and reducing urban poverty.
- Supporting a practical advocacy approach which could accompany the implementation of relocation processes and support vulnerability reduction.

Geographic Location of the work areas (Package):

This work will be carried out in 5 cities with 81 Wards. The cities are:

Name of the City	Number of wards
City 1: Narayangonj City Corporation*	27
City 2: Chandpur Paurashava*	15
City 3: Gopalganj Paurashava	9
City 4: Noakhali Paurashava	9
City 5: Kushtia Paurashava	21

* Need to assess already completed city vacant land map of NCC and CP, Multidimensional data and submit Final report based on those

D. Expected Results and Deliverables

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

- All vacant lands (as defined in the guideline) of 5 cities are visible in maps with boundary
- Multidimensional data related to all vacant lands
- Legal documents related to vacant land validated by a proper authority such as DC (Deputy Commissioner) office, Settlement office, and Sub-registry office

- Results validated by LGIs

The main deliverables will be:

- Soft copy of following documents:
 - Inception Report (Size: A4, word and PDF)
 - GIS Shape files of Vacant Land Maps,
 - GIS and Excel datasets of vacant lands
 - GIS shape files and datasets of supporting documents like Ward Boundary, city boundary, base map features – road network, drains, water bodies, major, structures, etc.
 - Mahalla-wise Vacant Land Maps (Size: A3; Format: MXD, PDF, TIFF)
 - Ward and city level maps (Size: 3ft X 4ft, Format: MXD, PDF, TIFF)
 - High resolution photos of (i) Kick-off/Consultation workshop, (ii) Validation/Result sharing workshop, (iii) Ward Level Workshop/orientation, (iv) Field Survey, (v) Ward Level Validation (vi) Meeting with other agencies/stakeholders
 - Data and relevant legal land documents of the vacant lands (scanned/other available soft format)
 - City specific reports (Size: A4, word and PDF)
 - Assignment Completion Report (Size: A4, Word and PDF)
- Hard copy of following documents:
 - Inception Report (Size: A4, word and PDF)
 - Mahalla-wise Vacant Land Maps (Size: A3; Offset paper, 3 sets)
 - Ward and city level maps (Size: 3ft X 4ft, PVC, 1 Set. Ward Maps must be endorsed by Ward Councilors, City level map endorsed by Mayor).
 - Data and relevant legal land documents of the vacant lands (1 set, organized in accordance with serial number of data sheet)
 - City specific reports (Size A4, Offset paper, 3 Sets)
 - Assignment Completion Report (Size: A4, Offset paper, 3 sets)

E. Methodology

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

- Strong team mobilization: This work requires deployment of highly efficient manpower. The Consultant will place the proposed manpower on board and will ensure engaging qualified Mapping & Survey Supervisors and capable community surveyors with proper orientation to conduct the survey and mapping exercise step by step.
- Desk work and review: The team will collect necessary base maps, satellite images as well as other materials and will do the desk work to prepare field maps for vacant land mapping and survey. Some of the UPPRP and LIUPCP documents including maps and database of Settlement and Land Maps (SLM), Urban Poor Settlement Maps (UPSM) and Vacant land Maps (VLM) prepared under UPPRP and LIUPCP may also be used by the team during the desk work.
- Participatory consultation meeting and workshops: The Organization will conduct consultation meeting at city level following up ward level workshops in participatory manner and engaging community people in the survey and mapping processes. Proper motivation is one of the major prerequisites to make the workshops and field activities participatory and effective. Crowd-sourced information focus group discussion, participatory rapid appraisal techniques etc. are also to be used in different stages of communication, mapping and data collection. To finalize the result on consensus basis ward level validation needs to be done immediately after completing the vacant land demarcation and data collection.
- Regular coordination/Liaison with Land offices, Town Project Team and other relevant stakeholders: Firm need to maintain regular contact with relevant government, non-government authorities for identifying vacant land, assessing land related documents and completing VLM process. The Firm also needs to coordinate with other relevant stakeholders to explore the appropriate best practices and lessons learnt of VLM so as to replicate in current VLM activity.

- Result sharing Workshop: A result sharing workshop must be organized to validate the result by the City Corporation/municipality before finalization.
- Reporting: 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.

Deliverables/Outputs:

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates
6. Inception Report including detailed work plan	10	10 May 2021
7. Report, Data and maps for 1 city	25	16 Jun 2021
8. Report, Data and maps for another 2 cities	35	15 Aug 2021
9. Report, Data and maps for the rest 2 cities	20	22 Sept 2021
10. Assignment Completion Report	10	27 Oct 2021

F. Institutional Arrangement

The study will be directly supervised by the Housing Coordinator with overall guidance of Project Manager (PM) of LIUPCP. Contractual oversight will be provided by LIUPCP Operations Coordinator.

G. Duration of the Work and Duty Stations

This mapping work will require 100 working days over a period of 6 months.

The expected start date is 28 April 2021. The Organization is expected to work from their own offices, attend meetings at LIUPCP HQ as required, and visit field sites.

Scope of Price Proposal and Schedule of Payments

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	Percentage of Payment
11. Inception Report including detailed work plan	10	10 May 2021	10%
12. Report, Data and maps for 1 city	25	16 Jun 2021	20%
13. Report, Data and maps for another 2 cities	35	15 Aug 2021	30%
14. Report, Data and maps for the rest 2 cities	20	22 Sept 2021	30%
15. Assignment Completion Report	10	27 Oct 2021	10%

I.

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); Recent income tax certificate, 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 project with a particular emphasis on mapping, data collection; data analysis; 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 mitigate against them. Particular attention should be paid to how political disruption will be handled, especially Hartals and blockades, local unrest in the city etc.

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 overheard charges such as VAT.
- (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

<p>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.</p>
<p>Technical Criteria</p> <p>AS PER RFP DOCUMENT</p>
<p>L. Responsibilities of the Contractor regarding cost component</p> <p>All costs related to this assignment including logistics, office arrangements, accommodation, etc. shall be borne by the contractor</p> <p>M. Responsibilities of UNDP regarding cost component</p> <p>UNDP shall pay the lump sum amount quoted in the financial proposal and shall be paid as achievement of milestones as per the ToR.</p> <p>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.</p> <p>N. Identification of Risk and Risk Mitigation Plan</p> <p>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.</p>

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Annex 5

Declaration

Date:

United Nations Development Programme

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

Assignment:

Reference: RFP-BD-2021-009

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,

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