

**REQUEST FOR PROPOSAL (RFP-BD-2021-041)**

NAME & ADDRESS OF FIRM	DATE: September 30, 2021
	REFERENCE: RFP-BD-2021-041

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm to promote, Anondomela, an online marketplace for CMSME (Cottage, Micro, Small and Medium Enterprises) entrepreneur.**

**Proposals shall be submitted on or before 04.30 pm (local BD Time) on Thursday, October 14, 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.**

*Ehab*

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,



**Senior Operations Manager**  
**September 30, 2021**



## Annex 1

## Description of Requirements

Context of the Requirement	<b>Hiring Firm to promote, Anondomela, an online marketplace for CMSME (Cottage, Micro, Small and Medium Enterprises) entrepreneur.</b>
Implementing Partner of UNDP	Women's Empowerment for Inclusive Growth (WING) Project
Brief Description of the Required Services	<p>Bangladesh has approximately seven million small and medium enterprises (SMEs) that employ nearly 25 million people, as per government statistics. However, in Bangladesh, women have long been underrepresented in entrepreneurship. The prolonged COVID-19 pandemic has further exacerbated the barriers for women entrepreneurs (e.g. informal business owners, self-employed women) in the country. A survey by BRAC shows that 65% of women entrepreneurs had no income, while 56% of women had no jobs during the February-June 2020 phase of the pandemic. A third of women entrepreneurs were forced to shut down their businesses while 41% had to lay off workers. At the same time, statistics shows only one- third of the Covid-stimulus packages dedicated for women and marginalized communities has been disbursed so far.</p> <p>Anondomela, which means "Fair of Happiness," brought new hope for SMEs to keep their business alive. Numerous firms and sellers uploaded their products on the platform and posted their ads, for which ekShop, a2i provided the technical and implementation support to onboard SMEs and develop the platform.</p> <p>Anondomela initiative will focus on achieving sustainable improvements in income of women entrepreneurs and economic security at a local level with more women having wider access to local economic opportunities, private and public financial services as well as income-generating activities.</p> <p>The Anondomela platform has been created as a not-for-profit initiative and does not charge sellers anything to participate in the transactions. It is an online marketplace that will directly link buyers and sellers online. Since this online selling is new to the entrepreneurs and the way of doing business offline and online is different, the need for training on the platform and other e-commerce topics has been visible. From the last more than one year experience, UNDP felt that the SMEs need systematic support from the government, development agencies, and business community to build and expand their businesses, develop their online business skills and sustain themselves in the long run.</p> <p><b>The main objectives of the activities are:</b></p> <ul style="list-style-type: none"> <li>• To educate the CMSME entrepreneur about Anondomela initiative and make it an economic solution for the marginalised entrepreneurs who are hit hard by COVID.</li> <li>• To promote Anondomela in urban and rural setting so that the people are interested to buy SME products from Anondomela.</li> </ul> <p>To benefit CMSME women entrepreneurs and women led CMSMEs with a fully facilitated online marketplace.</p>

List and Description of Expected Outputs to be Delivered	<b>Expected Results and Deliverables</b> <ul style="list-style-type: none"> <li>• CMSME entrepreneurs and specially women entrepreneurs who lost their businesses due to COVID are using Anondomela to run their SMEs and earning their livelihoods</li> <li>• Anondomela is used by consumers to buy products from the SMEs</li> <li>• Position Anondomela as a one stop solution for SMEs and consumers</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	The Manager of WING project of UNDP will supervise and review the performance/activities.
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 work will require 2.5 months.
Target start date	October 24, 2021
Latest completion date	December 31, 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"/> <b>must be inclusive of VAT and other applicable indirect taxes (please mention VAT in a separate line with percentage)</b>



Validity Period of Proposals (Counting for the last day of submission of quotes)	<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.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<p><b>1<sup>st</sup> payment:</b> 20% of total contract value will be paid after submission and acceptance of Agreed Work Plan, Project Implementation Plan (PIP) and delivery plan for implementing the activity.</p> <p><b>2<sup>nd</sup> payment:</b> 40% of total contract value will be paid after submission and acceptance of</p> <ol style="list-style-type: none"> <li>1. Collaborating with all community radios in Bangladesh to broadcast the news and stories on Anondomela to educate the marginalised women in rural areas</li> <li>2. Use local Cable lines to promote Anondomela for the rural people</li> <li>3. Partnership with any one national TV channel who have existing programmes for rural women and also popular in urban areas</li> <li>4. Partnership with any leading Bangla daily newspaper to publish at least 3 features about Anondomela and 5 social media contents for their online platforms</li> <li>5. Make an explainer animation in 2/3 mins about Anondomela for people to easily understand</li> <li>6. Make 2 print and video tutorials about the process of buying and selling products from website and mobile app.</li> <li>7. Develop and produce 2 Audio Visuals on problem and solution for SMEs</li> <li>8. Make 2 TVCs on Anondomela which will also be promoted on social media.</li> </ol> <p><b>3<sup>rd</sup> payment:</b> 40% of total contract value will be paid after submission and acceptance of</p> <ol style="list-style-type: none"> <li>1. Design at least 20 Social media posts to promote Anondomela and boost the contents.</li> <li>2. Make at least 1000 promotional items like jute bag with Anondomela logo, for SMEs</li> <li>3. Overall programme completion report</li> </ol>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<p>The assignment will be directly supervised by the Project Manager of WING.</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	<p><b>☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b></p> <p><b>☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</b></p>
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b><u>Minimum Eligibility Criteria:</u></b></p> <p><b><u>The Firm</u></b></p> <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>• The vendor must have valid trade license or business registration certificate and/or corporate documents (Articles of Association and so on), TIN, BIN and VAT Registration certificate.</li> <li>• The firm should have at least 8 years of experience in ATL/BTL activation.</li> <li>• The firm should have 5 years of experience of designing and printing communications materials</li> <li>• The firm should have separate units for producing social media content with at least 3 years of experience.</li> <li>• Must have experience of conducting at least 3 similar assignments with Government/International Development Agencies/UN (please share work samples/links/ reports etc.)</li> <li>• Proven understanding and knowledge of the development issue in Bangladesh and how COVID has affected the economy of the country.</li> <li>• List of Clients: Name of the Organization, address, name of the contact person, e-mail address, and contact number</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>Key personnel</u></b></p> <p>Qualifications of Key Personnel</p> <ul style="list-style-type: none"> <li>• <b>Team leader</b> <ul style="list-style-type: none"> <li>- Minimum master's from any reputed university and professional degree in marketing, communications, advertising or any relevant field.</li> <li>- The team leader should at least have 8 years' experience in leading a large team</li> <li>- The team leader must have demonstratable experience of coordinating nationwide campaign</li> </ul> </li> </ul>

- **Campaign Coordinator**
  - Minimum graduate in any discipline.
  - At least 5 years of experience in campaign.
- **Graphic Designer**
  - Minimum graduate degree in any relevant field
  - Minimum 3 years of experience as a graphic designer
- **Digital Content producer**
  - Minimum graduate in any relevant subject
  - At least 3 years of experience in producing digital content
- **Audio Visual producer/Editor**
  - Minimum graduate in any relevant subject
  - At least 3 years of experience in producing AVs
- **Animator**
  - Minimum graduate in any relevant subject
  - At least 3 years of experience in producing Animation

**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. Point
<b>Technical</b>	<b>700</b>	
<b>1. Overall experience and Expertise of the organization/Firm</b>		
1.1: Organizational strength and relevant expertise as required in the ToR		100
1.2: Previous relevant experience in relation to the ToR		100
<b>2. Expertise of Key personnel</b>		
2.1: Educational qualification and working experiences of the Team Leader		50
2.2: Management Structure		50
2.3: Educational qualification and working experiences of the staff5		100
<b>3. Methodology proposed in the technical proposal</b>		
3.1: Understanding of the assignment and proposed methodology and implementation plan		150
3.2: Work plan detailing out major activities with timeline		100
3.3: Possible risk and its mitigation plan, Monitoring, quality assurance technique		50

	<b>Financial</b>	<b>300</b>	
	<b>Total</b>	<b>1000</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>October 7, 2021 by 04:30 pm (local time)</b> .  <b><u>"Attn. BD Procurement- Queries on RFP-BD-2021-041- Hiring Firm to promote, Anondomela, an online marketplace for CMSME (Cottage, Micro, Small and Medium Enterprises) entrepreneur. 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.</u></b>		
Other Information <i>[pls. specify]</i>	<b><u>* For attention:</u></b> The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u> . Financial proposal must be 'password' protected.  <b>A pre-bid meeting will be held through Zoom on <b>October 7, 2021 at 11:00 AM (local time)</b>. Please click the link below</b>  <a href="https://undp.zoom.us/j/87957013642?pwd=UVBadHJ1SjQ0NTk3VGVNQmNQOEpEUT09">https://undp.zoom.us/j/87957013642?pwd=UVBadHJ1SjQ0NTk3VGVNQmNQOEpEUT09</a>		

## Annex 2

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

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

- Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured
- The vendor must have valid trade license or business registration certificate and/or corporate documents (Articles of Association and so on), TIN, BIN and VAT Registration certificate.
- The firm should have at least 10 years of experience in ATL/BTL activation.
- The firm should have 5 years of experience of designing and printing communications materials
- The firm should have separate units for producing social media content. And at least 5 years of experience
- At least 5 years of experience working with Government/International Development Agencies/UN
- Portfolio with a minimum of five (5) recent examples of videos and Digital Contents
- Proven understanding and knowledge of the development issue in Bangladesh and how COVID has affected the economy of the country.
- List of Clients: Name of the Organization, address, name of the contact person, e-mail address, and contact number

**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)

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=AxB
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
Communications				
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

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]*

**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.

## Annex 4

## TERMS OF REFERENCE

<b>TITLE:</b>	<b>Hiring a firm to promote, Anondomela, an online marketplace for CMSME (Cottage, Micro, Small and Medium Enterprises) entrepreneur</b>
<b>AGENCY/PROJECT NAME:</b>	Women's Empowerment for Inclusive Growth (WING)
<b>COUNTRY OF ASSIGNMENT:</b>	Bangladesh
<b>SUPERVISOR:</b>	Manager of WING
<b>DURATION OF CONTRACT:</b>	2.5 Months
<b>A. Project Description:</b>	
<p>United Nations Development Programme (UNDP) with assistance from its a2i (Ekshop) project; launched Anondomela, an online business platform (<a href="https://www.anondomela.shop/">https://www.anondomela.shop/</a>) in April 2020, for responding to the COVID-19 crises. During the lock down period Anondomela provided the opportunity to many entrepreneurs to continue their business activities and survive. The online platform also tried to improve capacity of the members through different trainings. Targeting different festivals like the Pahela Baishakh, Eids, Puja, Christmas etc. Anondomela strategized expediting sale of their products. Though the platform includes both male and female entrepreneurs, a significant number of women entrepreneurs (around 80%) are doing their online business through this platform.</p> <p>Bangladesh has approximately seven million small and medium enterprises (SMEs) that employ nearly 25 million people, as per government statistics. However, in Bangladesh, women have long been underrepresented in entrepreneurship. The prolonged COVID-19 pandemic has further exacerbated the barriers for women entrepreneurs (e.g. informal business owners, self-employed women) in the country. A survey by BRAC shows that 65% of women entrepreneurs had no income, while 56% of women had no jobs during the February-June 2020 phase of the pandemic. A third of women entrepreneurs were forced to shut down their businesses while 41% had to lay off workers. At the same time, statistics shows only one- third of the Covid-stimulus packages dedicated for women and marginalized communities has been disbursed so far.</p> <p>Anondomela, which means "Fair of Happiness," brought new hope for SMEs to keep their business alive. Numerous firms and sellers uploaded their products on the platform and posted their ads, for which ekShop, a2i provided the technical and implementation support to onboard SMEs and develop the platform.</p> <p>Anondomela initiative will focus on achieving sustainable improvements in income of women entrepreneurs and economic security at a local level with more women having wider access to local economic opportunities, private and public financial services as well as income-generating activities.</p> <p>The Anondomela platform has been created as a not-for-profit initiative and does not charge sellers anything to participate in the transactions. It is an online marketplace that will directly link buyers and sellers online. Since this online selling is new to the entrepreneurs and the way of doing business offline and online is different, the need for training on the platform and other e-commerce topics has been visible. From the last more than one year experience, UNDP felt that the SMEs need systematic support from the government, development agencies, and business community to build and expand their businesses, develop their online business skills and sustain themselves in the long run.</p>	

Considering the above context, UNDP is looking to hire a creative agency to educate women led SMEs about Anondomela and also popularize this online marketplace among the potential consumers.

**The main objectives of the activities are:**

- To educate the CMSME entrepreneur about Anondomela initiative and make it an economic solution for the marginalised entrepreneurs who are hit hard by COVID.
- To promote Anondomela in urban and rural setting so that the people are interested to buy SME products from Anondomela.
- To benefit CMSME women entrepreneurs and women led CMSMEs with a fully facilitated online marketplace.

**The key expected outputs of the service are:**

- CMSME entrepreneurs and specially women entrepreneurs who lost their businesses due to COVID are using Anondomela to run their SMEs and earning their livelihoods
- Anondomela is used by consumers to buy products from the SMEs
- Position Anondomela as a one stop solution for SMEs and consumers

**• Scope Of The Work**

To support creating awareness and to help bringing more customers for Anondomela entrepreneurs into the online marketplace, the selected firm will design, make and publish required contents for print and digital media for promotions and campaigns. The key components are suggested as below,

1. Collaborating with all community radios in Bangladesh to broadcast the news and stories on Anondomela to educate the marginalised women in rural areas
2. Use local Cable lines to promote Anondomela for the rural people
3. Partnership with any one national TV channel who have existing programmes for rural women and also popular in urban areas
4. Partnership with any leading Bangla daily newspaper to publish at least 3 features about Anondomela and 5 social media contents for their online platforms
5. Make an explainer animation in 2/3 mins about Anondomela for people to easily understand
6. Make 2 print and video tutorials about the process of buying and selling products from website and mobile app.
7. Develop and produce 2 Audio Visuals on problem and solution for SMEs
8. Make 2 TVCs on Anondomela which will also be promoted on social media.
9. Design at least 20 Social media posts to promote Anondomela and boost the contents.
10. Make at least 1000 promotional items like jute bag with Anondomela logo, for SMEs

The creative agency can also provide their own ideas to promote Anondomela

### • Expected Outputs/Deliverables

Based on the “scope of work” outlined above, the selected vendor will deliver the following deliverables:

- An inception plan with the methodology for this promotional campaign
- Report on collaboration with Community Radios
- Report on Cable TV promotion
- Report on Partnership with the national TV channel
- Report on Partnership with any leading Bangla daily
- Script and final explainer animation
- 2 print (leaflets) and video tutorials about the process of buying and selling products.
- Script of 2 Audio Visuals (2/3mins each) and the final AVs
- 2 TVCs (Max 60sec each) on Anondomela
- 20 Social media posts and report on social media boost
- 1000 promotional items
- Increase the number of buyers and sellers on Anondomela platform
- A comprehensive report in the end of the promotion

### Duration of the Work

The total contract period is 2.5 months.

The expected date of the starting of the contract will be from 15th October 2021 to 31st December 2021, including submitting the final report and the deliverables.

### Duty Station

All activities will be designed and prepared from the hired firm’s workstation in Dhaka. The hired firm is expected to primarily work from their own offices (local office Bangladesh).

### • Qualification of Successful vendor

#### Core requirements of the firm

- Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured
- The vendor must have valid trade license or business registration certificate and/or corporate documents (Articles of Association and so on), TIN, BIN and VAT Registration certificate.
- The firm should have at least 10 years of experience in ATL/BTL activation.
- The firm should have 5 years of experience of designing and printing communications materials
- The firm should have separate units for producing social media content. And at least 5 years of experience
- At least 5 years of experience working with Government/International Development Agencies/UN
- Portfolio with a minimum of five (5) recent examples of videos and Digital Contents
- Proven understanding and knowledge of the development issue in Bangladesh and how COVID has affected the economy of the country.



- List of Clients: Name of the Organization, address, name of the contact person, e-mail address, and contact number

#### **Minimum eligibility criteria of the key personnel**

- **Team leader**
  - Minimum master's from any reputed university and professional degree in marketing, advertising.
  - The team leader should at least have 8 years' experience in leading a large team
  - The team leader must have demonstratable experience of coordinating nationwide campaign
- **Campaign Coordinator**
  - Minimum graduate in any discipline.
  - At least 5 years of experience in campaign.
- **Graphic Designer**
  - Minimum graduate degree in any relevant field
  - Minimum 3 years of experience as a graphic designer

#### **Digital Content producer**

- Minimum graduate in any relevant subject
- At least 3 years of experience in producing digital content

#### **Audio Visual producer/Editor**

- Minimum graduate in any relevant subject
- At least 3 years of experience in producing AVs

#### **Animator**

- Minimum graduate in any relevant subject
- At least 3 years of experience in producing Animation

CV of the aforementioned positions must be attached along with commitment letter.

#### **Institutional Arrangement:**

- The contracted media and communication firm will work under the guidance of Head of Communication of UNDP, supervised by manager of WING project and monitored by IC Consultant for Anondomela platform.

#### **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 consider 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 WING/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.

All costs related to this assignment, including content designing and preparation, arranging talkshows, all promotions, office arrangements, etc., shall be borne by the hired firm. UNDP shall pay the lump sum amount quoted in the financial proposal and shall be paid to achieve milestones as per the TOR.

Achieving the deliverables shall be the sole responsibility of the hired media and communication firm. Any delay shall be communicated to the Anondomela team along with a plan to remedy the delay.

- **Schedule of Payments**

Payment against the contract to be made to the contractor upon completion of the deliverables mentioned in the work plan and certified by the Contract Administrator as below.

<b>Installment</b>	<b>Deliverables</b>	<b>Estimated duration</b>	<b>Percentage of the payment</b>
1 <sup>st</sup> Installment	Agreed Work Plan, Project Implementation Plan (PIP) and delivery plan for implementing the activity	Within 10 days after signing the contract	20%
2 <sup>nd</sup> Installment	After achieving number 1 to 8 from scopes of works	Within 50 days after signing the contract	40%
3 <sup>rd</sup> Installment	After completion of number 9 & 10 from scopes of work and successful completion and submission of final report on all programmatic deliverables of the contract duration in accepted version and according to the agreed action plan and budget UNDP	Within 75 days after signing the contract	40%
	<b>Total</b>	<b>75 days/ 2.5 months</b>	<b>100%</b>

#### **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 digital health care service, digital health care system development, maintenance, and micro health insurance, 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 will be accomplished the deliverables and what kinds of strategy, methodology, tools, and methodologies will use in implementation and complete the tasks. Also, outlining how your Firm’s will conduct baseline, and end study, and documentation lesson learnt and advocacy tools.
6. Quality assurance – The Firm must outline how it will ensure quality at all stages of the project with a particular emphasis on digital health care system development, functioning, and maintenance, also must outline how it will ensure the digital health care services by maximizing the digital solution, and micro health insurance, and health scheme voucher support including 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.

## **B. Evaluation**

A cumulative analysis weighted-scoring method will be applied to evaluate the media firm. Award of the contract will be made to the tenderer whose offer has been evaluated and determined as

- a) Responsive/ compliant/ acceptable with reference to this ToR, and;
- b) Having received the highest score out of a predetermined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70:30 respectively (this reflects the high-level skills mix required).

Only individuals obtaining a minimum of 70% of the maximum obtainable score (49 points) in the technical analysis would be considered for financial appraisal and, ultimately, for contracting.

**Technical Proposal (70%)**

To qualify in the technical evaluation, a proposal must score a minimum of 70% (or 49) of the total obtainable score of 70. The obtained score will be expressed in percentage as follows –

(Total score obtained by the offer / Max. the obtainable score for technical evaluation) x 100

A cumulative analysis weighted-scoring method will be applied to evaluate the individual/organization.

Award of the contract will be made to the tenderer whose offer has been evaluated and determined as

- a) Responsive/ compliant/ acceptable with reference to this ToR, and;
- b) Having received the highest score out of a predetermined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70:30 respectively (this reflects the high-level skills mix required).

**Selection Criteria of individual/Organization (technical Proposal):**

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1	Vendor's qualifications, capacity, and experience	200
2	Availability of own organizational policy and procedures (i.e. HR, financial, ICT and procurement policy etc.)	200
3	Relevant experience in the areas of producing media contents like TVC, audio visuals and media buying	300
<b>Total</b>		<b>700</b>
<b>Section 1. Bidder's qualification, capacity, and experience</b>		<b>Points obtainable</b>
1.1	Organizational strength and relevant expertise as required in the ToR	100
1.2	Previous relevant experience in relation to the ToR	100
<b>Total Section 1</b>		<b>200</b>
<b>Section 2. Proposed Methodology, Approach, and Implementation Plan</b>		<b>Points obtainable</b>
2.1	Understanding of the assignment and proposed methodology and implementation plan	150
2.2	Work plan detailing out major activities with timeline	100
3.2	Possible risk and its mitigation plan , Monitoring, quality assurance technique	50
<b>Total Section 2</b>		<b>300</b>
<b>Section 3. Management Structure and Key Personnel (in ref. to the minimum eligibility criteria of the ToR)</b>		<b>Points obtainable</b>
3.1	Educational qualification and working experiences of the Team Leader	50
3.2	Management Structure	50
3.3	Educational qualification and working experiences of the staff	100
<b>Total Section 3</b>		<b>200</b>

Mental health service provider agencies obtaining a minimum of 70% of maxim achievable score (49 points) in the technical analysis would be considered for financial appraisal and ultimately, therefore, for contracting.

**Financial Proposal (30%)**

In the second stage, the price proposal of all the mental health service provider agencies who have attained a minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the bidder offering the “best value for money.” The contract will be awarded to the service provider based on the cumulative method. The formula for the rating of the proposals will be as follows:

Rating the technical proposal (TP):

TP Rating = (Total Score Obtained by the offer/Max. obtainable score for TP) X100

Rating the financial proposal (FP):

FP Rating: = (Lowest priced Offer/Price of the offer Being Reviewed x100

Total Combined Score:

(TP Rating) x (Weighted of TP; e.g., 70%) +(FP Rating) x (Weighted of FP, e.g., 30%) = Total Combined and Financial rating of the proposal.

The proposal obtaining the overall highest score after adding the technical proposal and the financial proposal is the proposal that offers the best value for money.

#### **C. OTHER TERMS AND CONDITIONS**

- The selected media and communication firm should implement the work in coordination with the head of communication team UNDP, WING manager and the focal person of Anondomela initiative. The hired media and communication firm should inform the focal person on the schedule/program to implement the assigned task.
- WING(anondomela /UNDP project has the right to accept or reject any proposal without giving any verbal and written rationale.
- All reports and documents prepared concerning the assignment will be treated as WING(anondomela)/UNDP project property.
- Therefore, the reports/documents or any part cannot be sold, used, and reproduced in any manner without the prior written approval of the WING(anondomela /UNDP project.
- WING(anondomela /UNDP project or its representatives reserve the right to monitor the quality and progress of the work during the assignment.

**Declaration**

Date:

**United Nations Development Programme**

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

Assignment: **To promote, Anondomela, an online marketplace for CMSME (Cottage, Micro, Small and Medium Enterprises) entrepreneur**

**Reference:** RFP-BD-2021-041

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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