



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: March 15, 2017
	REFERENCE: UNDP/RFP/05/2017

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Research on the Impact of Socio Legal Aid Centers (SLACs)**.

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

Proposals may be submitted on or before **Thursday, March 30, 2017, 1700hrs (Nepal Time)** and via courier mail or hand to the address below:

Assistant Country Director (Operations)
United Nations Development Programme
UN House, Pulchowk
Lalitpur, Nepal
Fax: 00 977 1 5523991/5523986
e-mail: bids.np@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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/protestandsanctions/>

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 : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Deepak Shrestha
Procurement Analyst
3/15/2017

Description of Requirements

Context of the Requirement	<p>Since its inception in 2013, Strengthening the Rule of Law and Human Rights Protection System in Nepal programme (RoLHR), supported systematic changes in national legislative, policy and institutional frameworks and structure, contributing to strengthening of the peace, development and human rights in Nepal. One of the main aims of the programme is to ensure that women and vulnerable groups benefit from a protective and affirmative legal framework and the recent improvements in the field of administration of justice.</p> <p>One of the most significant interventions of the programme was the introduction of the socio – legal aid approach in the provision of legal aid to women and vulnerable groups. This was achieved through the establishment of Socio – Legal Aid Centers’ (SLACs) operating under the auspices of the District Legal Aid Committees (DLAC’s) in Kailali, Bardiya, Surkhet, Dailekh, Dadelhdhura, Bhairahawa, Dhangadi, Rukum, Saptari and Taplejung. In addition to providing remedial legal aid services to women and vulnerable groups, SLACs have been instrumental in developing coordination through regular dialogues among justice sector actors and by instituting the referral culture at the local level.</p>
Implementing Partner of UNDP	Strengthening the Rule of Law and Human Rights Protection System in Nepal Programme (RoLHR)
Brief Description of the Required Services ¹	The scope of this assignment is to carry out the research and produce a report on the impact of the Socio Legal Aid Centers in the aforementioned 10 districts. The research will evaluate the impact of the services provided by the Socio Legal Aid Centers to the women and vulnerable groups in terms of increasing their access to justice. The research will be twofold: it will evaluate the impact of the services provided from both the perspective of the service providers (supply side) and service beneficiaries (demand side). The findings of the survey will be used primarily by the Ministry of Law, Justice and Parliamentary Affairs and Central Legal Aid Committee in order to ascertain the results of the Socio Legal Aid approach in delivering legal aid.
List and Description of Expected Outputs to be Delivered	<p>By the end of the assignment period, the Service Provider will deliver the following;</p> <ul style="list-style-type: none"> a) Complete dataset of the interviews b) Final report on the impact of the Socio – Legal Aid Centers
Person to Supervise the Work/Performance of the Service Provider	RoLHR Legal Aid Coordinator
Frequency of Reporting	Weekly reports on the progress of the assignment

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Progress Reporting Requirements	Service provider will provide a weekly status report, outlining the work completed to date and any impediments to the progress of the assignment.																																															
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location																																															
Expected duration of work	30 working days																																															
Target start date	10 April – 20 May 2017 (30 working days within this period)																																															
Latest completion date	25 May 2017																																															
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Kailali,</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>16 & 17 April 2017</td></tr> <tr> <td>Bardiya,</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>18 & 19 April 2017</td></tr> <tr> <td>Surkhet</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>20 & 21 April 2017</td></tr> <tr> <td>Dailekh</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>21 & 22 April 2017</td></tr> <tr> <td>Dadeldhura</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>23 & 24 April 2017</td></tr> <tr> <td>Bhairahawa</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>25 & 26 April 2017</td></tr> <tr> <td>Dhangadi</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>27 & 28 April 2017</td></tr> <tr> <td>Rukum</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>29 & 30 April 2017</td></tr> <tr> <td>Saptari</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>4 May & 5 May 2017</td></tr> <tr> <td>Tapeljung</td><td>2 days</td><td>Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries</td><td>5 May & 6 May 2017</td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Kailali,	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	16 & 17 April 2017	Bardiya,	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	18 & 19 April 2017	Surkhet	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	20 & 21 April 2017	Dailekh	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	21 & 22 April 2017	Dadeldhura	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	23 & 24 April 2017	Bhairahawa	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	25 & 26 April 2017	Dhangadi	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	27 & 28 April 2017	Rukum	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	29 & 30 April 2017	Saptari	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	4 May & 5 May 2017	Tapeljung	2 days	Interviews with staff of SLAC, DLAC, Bar Unit, CSO and beneficiaries	5 May & 6 May 2017
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Special Security Requirements (Not applicable)	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>																																															
Facilities to be Provided by UNDP (i.e., must be	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation																																															

excluded from Price Proposal) (Not applicable)	<input type="checkbox"/> Others <i>[pls. specify]</i>														
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required														
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required														
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (For International Bidders Only) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency														
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>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.</p>														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>														
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Person(s) to review/inspect/ approve outputs/completed	RoLHR Programme Manager														

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

services and authorize the disbursement of payment	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> 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 criteria 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	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of the Firm 28% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 14% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 28% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. The financial proposal will be opened only for submissions that passed the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁶ <input checked="" type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<p>Contact Person for Inquiries (Written inquiries only)⁸</p>	<p>UNDP Procurement Unit <i>UNDP-Nepal</i> query.procurement.np@undp.org Subject Line of email: UNDP/RFP/05/2017 – Research on the Impact of Socio Legal Aid Centers – SLACs</p> <p>Written inquiries must be submitted on or before 5:00pm Nepal Standard Time on 20 March 2017. UNDP shall upload the response of inquiries in the website by 21 March 2017.</p> <p><u>Inquiries received after the above date and time shall not be entertained.</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> <p>Note: This email address is officially designated by UNDP. The subject line of the email for query should be same as mentioned above.</p> <p>UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received;</p> <ul style="list-style-type: none"> - When inquiries are sent with the different subject line even to the designated email address. - When inquiries are sent to other person/s or address/es, even if they are UNDP staff. - For queries for which information is already available in the bidding document.
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⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Other Information [pls. specify]</p>	<p>The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer.</p> <p>The outer envelope shall be addressed to:</p> <p>Assistant Country Director (Operations) United Nations Development Programme <i>UN House, Pulchowk</i> <i>Lalitpur, Nepal</i></p> <p>Marked with: UNDP/RFP/05/2017 – Research on the Impact of Socio Legal Aid Centers – SLACs</p>
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)***

[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

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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.*

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Upon submission of inception report	20%	
2	Upon submission of the final report as per ToR.	80%	
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component [This is only an Example]:

Cost Breakdown by Cost Component:

Description of Activity	No. of Personnel	Rate	No. of days	Total
I. Personnel Services				
Team Leader	1		30	
Legal/Justice Expert	1		10	
Statistics Expert	1		7	
Enumerators	20		20	
II. Out of Pocket Expenses				
1. DSA (including Travel, Accommodation, Food and Communication Cost) to 10 selected districts; Kailali, Bardiya, Surkhet, Dailekh, Dadeldhura, Bhairahawa, Dhangadi, Rukum, Saptari and Taplejung	20 (2 per district)		20 (2 per district)	
2. Stationery/Materials Cost				
Subtotal (I + II)				
VAT 13% (if applicable)				
Grand total				
Grand total (In words)				

Note:

N.B. Administrative and all other associated costs need to be built into the above headings proportionately.

Proposal will be disqualified if it does not follow the above price schedule format.

Offerors can attach details of the cost breakdown as Annexes

Number of some personnel to deliver the services has been set by UNDP as indicated on the table above.

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

[Designation]

[Contact number/Mobile]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference (ToR) for Research on the impact of Socio Legal Aid Centers – SLACs

Assignment title	Research on the impact of Socio Legal Aid Centers – SLACs
A. Duty station	Kathmandu and the following districts: Kailali, Bardiya, Surkhet, Dailekh, Dadeldhura, Bhairahawa, Dhangadi, Rukum, Saptari and Taplejung.
B. Reporting to	RoLHR National Programme Manager and RoLHR Legal Aid Coordinator
C. Responsible staff	RoLHR Legal Aid Coordinator, RoLHR Legal Aid Officer and RoLHR Access to Justice Specialist
D. Duration of assignment	30 working days
E. Expected starting /completion date	10 April – 20 May 2017 (30 working days within this period)
F. Purpose and use	The main objective of this assignment is to carry out the research and produce a report on the impact of the Socio Legal Aid Centers (SLACs) in the aforementioned 10 districts. The research will evaluate the impact of the services provided by the SLACs to the women and vulnerable groups in terms of increasing their access to justice. The research will be twofold: it will evaluate the impact of the services provided from both the perspective of the service providers (supply side) and service beneficiaries (demand side). The findings of the survey will be used primarily by the Ministry of Law, Justice and Parliamentary Affairs and Central Legal Aid Committee (CLAC) in order to ascertain the results of the Socio Legal Aid approach in delivering legal aid, its impact to increasing the access to justice of women and vulnerable groups with the view of including the socio – legal aspect in the Integrated Legal Aid Policy and roll it out to all other districts in Nepal. In addition, the findings of the survey will be used by UNDP/RoLHR and International Development Partners (IDPs') in designing future interventions related to access to justice and legal aid in Nepal.

Background of the programme: Since its inception in 2013, Strengthening the Rule of Law and Human Rights Protection System in Nepal programme (RoLHR), supported systematic changes in national legislative, policy and institutional frameworks and structure, contributing to strengthening of the peace, development and human rights in Nepal. One of the main aims of the programme is to ensure that women and vulnerable groups benefit from a protective and affirmative legal framework and the recent improvements in the field of administration of justice.

One of the most significant interventions of the programme was the introduction of the socio – legal aid approach in the provision of legal aid to women and vulnerable groups. This was achieved through the establishment of Socio – Legal Aid Centers' (SLACs) operating under the auspices of the District Legal Aid

Committees (DLAC's) in Kailali, Bardiya, Surkhet, Dailekh, Dadeldhura, Bhairahawa, Dhangadi, Rukum, Saptari and Taplejung. In addition to providing remedial/preventive legal aid services to women and vulnerable groups, SLACs have been instrumental in developing coordination through regular dialogues among justice sector actors and by instituting the referral culture at the local level.

One of the key priorities of the Government of Nepal in the area of access to justice is the reform of the existing legal aid system. Although the latest amendments to the Legal Aid Act of 1997 contributed to strengthening the holistic approach to justice by expanding the definition of indigent people, the increased demand for legal aid warrants a more comprehensive reform towards establishment of an integrated legal aid policy which will pave the way for a structural revision of the Legal Aid Act and its implementing mechanisms.

1. Significance of the assignment:

Incorporating the piloted socio – legal aid approach into a broader policy and ensuring its wider geographical coverage will be one of the paramount challenges in the process of the reform of legal aid system in Nepal. For this purpose, the research on the impact of SLACs will be instrumental in assessing the impact of the socio – legal aid approach to access to justice of women and vulnerable groups in selected districts, and facilitate the decision of the MoLJA on inclusion of the approach in the Integrated Legal Aid Policy and its roll out to other districts where DLAC's are currently operating, with a view to expanding provision of legal aid to all 75 districts in Nepal.

The research will have a twofold significance. Firstly, it will allow the MoLJA to evaluate the impact of the socio-legal aid approach and make an informed decision regarding the inclusion of the socio – legal aid approach and concept in the Integrated Legal Aid Policy, with a view of expanding the use of the socio – legal aid concept among all legal aid providers throughout all districts in Nepal. Secondly, the findings of the research will also be used by UNDP/RoLHR and IDP's in evaluating the success of the interventions of the current programme but also as a baseline for developing new and more focused activities in support of access to justice and legal aid in Nepal.

2. Scope of work:

The research of the impact of socio – legal aid centers will be carried out in all 10 districts (Kailali, Bardiya, Surkhet, Dailekh, Dadeldhura, Bhairahawa, Dhangadi, Rukum, Saptari and Taplejung) where the RoLHR is piloting this concept in close cooperation with MoLJA, CLAC and DLACs'. Research will have two parts/questionnaires; one for the service providers (SLACs staff and lawyers) and one for the beneficiaries of the provided legal aid services. Research sample will be as follows: 20 staff and lawyers of SLAC (2 per District), 10 representatives of DLAC's (1 per District), 10 lawyers from District Bar (1 per District), 10 representatives of CSO's providing legal aid (1 per District) and 400 beneficiaries (40 per District).

The research will particularly focus on following issues:

- Nature and type of provided legal aid services;
- Quality of legal aid services provided by SLAC;
- Added value of integration of socio-legal aid approach;
- Capacity of legal aid service providers;
- Success ratio of cases handled by S-LAC;
- Coordination among concerned stakeholders;
- Satisfaction level of beneficiaries;
- Impact of outreach activities of SLACs.

3. Objective:

The main objective of this assignment is to carry out the research and produce a report on the impact of the Socio – Legal Aid Centers in Kailali, Bardiya, Surkhet, Dailekh, Dadeldhura, Bhairahawa, Dhangadi, Rukum, Saptari and Taplejung.

4. Duties and responsibilities of the service provider:

The Service Provider selected to carry out the research shall be responsible for the following:

- Draft the outline for the research;
- Draft the research questionnaire for service providers and beneficiaries, under the direction and supervision of RoLHR
- Describe the sampling procedure and methodology based on the total sample number of 450;
- Carry out the interviews in 10 districts;
- Conduct and provide RoLHR with back-check reports for at least 20% of respondents.
- Provide a complete dataset with results and graphs processed in Statistical Package for Social Sciences (SPSS) or similar program, including MS Excel.
- Provide the draft report on the impact of Socio – Legal Aid Centers.
- After receiving feedback from RoLHR, MoLJA and CLAC, incorporate the feedback, suggestions, and comments and provide a final report.

5. Methodology

In its application, the Service Provider should indicate the methodology to be used in carrying out the research as follows:

Fieldwork

This should describe fieldwork timetable, which includes planned time for fieldwork, and implemented fieldwork timetable, describing why there are any differences (if any). Fieldwork timetable also includes description of planned and realized dates regarding steps taken during the fieldwork (e.g. fieldwork preparation, arranging interviews, conducting interviews, fieldwork control).

Data entry

This part should contain thorough description of data entry; information about data entry, including methods and procedures in data entry control. Applications used in data entry process and data analysis should be described.

6. Eligibility /required qualifications

The Service Provider must fulfil the following eligibility criteria:

- a) Must be legally constituted and registered under the laws of Nepal.
- b) Must have at least 5 years of experience in the related field.
- c) Must have sufficient technical expertise, human resources and infrastructure as specified in the TOR.
- d) Must have proven experience in data collection and perception surveys, and track-record of working with the government/ UN agencies, civil society and communities;

- e) Must have existing district-based networks consultants in the selected 10 districts

In order to demonstrate the eligibility criteria, the Service Provider should submit the following:

- Company Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Latest Audited Financial Statement (2 yrs.) – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates

The proposal of the Service Providers shall be composed of two parts: Technical Offer and the proposed methodology for implementation of the assignment.

Technical Offer should include the following documents:

1. Expertise of Service Provider
2. Presence/network in the selected districts
3. A brief background of the service provider, not more than 3 pages.
4. Proposed Work Plan and Approach
 - A proposal of the work plan for the conducting of the research.
 - Work plan should include the:
 - The process for drafting/revising the questionnaire,
 - Process of sampling,
 - Process of conducting the opinion poll,
 - Quality check,
 - Data entry,
 - Work plan should indicate the activity, input, and dates for corresponding activity.

Personnel

The proposed opinion polling team names and CV's of candidates for the team and their position within the team. The team of the Service Provider in charge for analyzing the results and drafting the report should be composed of the following.

- a) Team Leader -1,
 - b) Legal/Justice Expert -1,
 - c) Statistic Expert - 1
 - d) Data collector (Research assistant) – 20
- a) **Team Leader:** The team leader must hold advanced degree (at least Master's or equivalent) in statistics or related fields from a recognized university with more over 10 years of professional experience in survey design and conducting research, baseline along with designing sampling

frame including sample size, sampling technique & tools for varied and integrated set of indicators. Previous working experience in the judicial and legal field would be advantageous. The Team leader shall be a team player with strong inter-personal coordination skills. S/he shall be responsible for the overall design of the study framework and ultimate delivery of the outputs in stipulated time frame. S/he shall develop necessary TOR for its members to accomplish the assignment.

- b) **Justice Expert:** The expert shall have at least Master's degree in Law with over 5 years of working experiences in the areas of rule of law, access to justice and legal and judicial system.
- c) **Statistics Expert:** The expert shall have at least Master's or equivalent in statistics or related fields from a recognized university with over 5 years of working experiences in survey design specifically on designing sampling frame including sample size, sampling technique & tools for varied and integrated set of indicators. S/he should have proven experience in handling large data sets and doing quantitative analysis.
- d) **Data Collectors (research assistants):** The data collectors should demonstrate previous experience in interviews/surveying.

Financial offer

Financial Offer should be in the separate envelope and should indicate the budget for the research.

Evaluation Criteria

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. Only the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals will be eligible for consideration of the financial offer.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the second stage, the financial offer of Service Providers who have attained minimum 70% score in the technical evaluation will be considered. The contract will be awarded to the Service Provider having the highest combined score (technical and financial).

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal (Form 1)	40%	400					
2.	Proposed Work Plan and Approach (Form 2)	20%	200					
3.	Personnel (Form 3)	40%	400					
	Total		1000					

Program Proposal Evaluation Form 1		Points available					
			A	B	C	D	E
Expertise and experience in conducting research and drafting reports of a similar nature of Service Provider submitting Proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	60					
1.2	Litigation and Arbitration history	10					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	30					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	60					
1.5	Quality assurance procedures, warranty	20					
Sub total (1.1 to 1.5)		180					
1.6	Relevance of:						
	- Specialized Knowledge	70					
	- Experience on Similar Programme / Projects	70					
	- Experience on Projects in the Region	30					
	- Work for UNDP/ major multilateral/ or bilateral programmes	50					
	Sub Total for 1.6	220					
Total for Expertise of Service Provider submitting proposal (I)		400					

Proposal Evaluation Form 2		Points Available					
Proposed Work Plan and Approach			A	B	C	D	E
2.1	To what degree does the Offeror understand the task?	20					
2.2	Have the important aspects of the task been addressed in sufficient detail?	20					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the project environment?	20					
2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of task well defined and does it correspond to the TOR?	40					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50					
Total for Proposed Work Plan and Approach (II)		200					

Proposal Evaluation Form 3		Points Available	A	B	C	D	E
Project Staff							
3.1	Team Leader	Sub-Score					
	Experience in managing legal research processes and drafting of reports	50					
	Professional Experience in the area of specialization	50					
	Knowledge of the region	10					
	Language Qualifications (English language)	40					
		150					
3.2	Legal/Justice Expert	Sub-Score					
	Experience in participating in legal research processes and drafting of reports	50					
	Professional experience and substantive knowledge in the area of specialization	50					
	Knowledge of the region	10					
	Language Qualifications (English language)	40					
		150					
3.3	Statistics Expert	Sub-Score					
	General Qualification	30					
	Experience in conducting participatory research	30					
	Professional Experience in the area of specialization	20					
	Knowledge of the region	10					
	Language Qualification (Local languages)	10					
		100					
	Total Form 3	400					
	Grand Total (Form 1 + Form 2 + Form 3)	1000					

The following dynamic of the work shall be observed:

SN	Activity	Number of Days
1	Drafting/revision of the questionnaire and outline of the research	3
2	Interviews in the regions	20
3	Quality/Back check procedure	1
4	First draft of the report	4
5	Final draft of the report (after comments by RoLHR, MoLJPA and CLAC)	2
	Total	30 days

7. Key deliverables/ Final Products

By the end of the assignment period, the Service Provider will deliver the following

- Complete dataset of the interviews
- Final report on the impact of the Socio – Legal Aid Centers

The aforementioned final products shall be drafted in English language.

8. Overall governance and management of the assignment

The RoLHR programme will take care of the overall governance and the timely delivery of the assignment.

9. Confidentiality and data ownership

All data and information received from RoLHR for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to RoLHR. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed written authorization of the RoLHR.