

04 November 2018

REQUEST FOR PROPOSAL (RFP-BD-2018-037)

Dear Sir / Madam:

We kindly request you to submit your Proposal for Hiring a firm for conducting an awareness and Advocacy on Social Cohesion, Peace Building between Host Population and Rohingya Community in Cox's Bazar for C2RP Project of UNDP Bangladesh.

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

Proposals shall be submitted on or before 4.30 p.m. (local time) on Sunday, November 18, 2018

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: https://etendering.partneragencies.org 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 90 days You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files <u>MUST BE COMPLETELY SEPARATE</u> 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. <u>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 the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.</u>

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,

Shiekh Munir Hossain Programme Finance Analyst November 4, 2018

Description of Requirements

Context of the Requirement

An estimated 688,000 Rohingya community, have been fled forcibly due to violence from Myanmar into Cox's Bazar and the Chittagong Hill Tracts since 25 August 2017. The cumulative total of Forcibly Displaced Myanmar Nationals (FDMN) since 1978, 1991, and 2016 movements on top of 2017 movement is, according to the Government of Bangladesh 908,000, which is almost equal to the 1.2 million total population of Cox's Bazar. The rapid influx of FDMN into areas with high baseline levels of poverty and environmental vulnerability has put immense strain on infrastructure, services and the host population. There have been observations that conflict and social tension is rising gradually, within the camps between Rohingya, between Rohingya and host community, as well as inter-community tensions, including at household level, outside the camps. Both in 2017 and 2018 there have been high profile killings of camp community leaders as part of factional infighting in the Rohingya community. A UNDP mission in early January 2018 highlighted that although voluntary repatriation of FDMN to Myanmar is expected to begin shortly, the pressure of the exponential increase of population in the area is increasingly being felt by the local population and institutions. The scale and speed of the FDMN influx into Bangladesh over the past few months put immense strain on infrastructure, services and the host communities, overwhelming existing response capacities. Sub-district (Upazila) offices find that their workload has increased to respond to the requests from the Campin-Charge (CICs) which means they cannot deliver their services (fire and police especially) as normal. Roads and schools have been affected by changed and higher volume of use and need to be rehabilitated. Assessments have highlighted risks faced by the FDMN, many of which also affect the wider population in the area, including protection issues (e.g., human and drug trafficking, domestic violence), public health (e.g., limited access to health services, increased risk of epidemics due to lack of water and proper sanitation), increased risk of natural disasters (e.g., because of widespread deforestation), and social cohesion (e.g., increasing inter- and intracommunity disputes). Considering the urgent humanitarian crisis and meeting essential services of the Rohingya and local host communities, UNDP initiated to work intensively through different long-term projects for both communities. The Community Recovery and Resilient Programme (C2RP) is one of them and the C2RP aims to address the impact of the influx on host communities focusing on livelihoods and social cohesion. The Rohingya population residing in Bangladesh has a large segment of youth who are now living in the camps and some of them are also receiving education from the community-led faith-based schools. It is feared that the prosecution-based narratives might trigger 'radicalization' among the Rohingya youth together with the host community. The challenges and threats created by this large 'refugee' population, given their possible prolong stay, could be detrimental

towards the host community in many respects. Such threats and challenges could increase the level of 'fragility' by undermining local social cohesion, resilience and peace within the HC where the Rohingya 'refugees' are presently residing. The C2RP project planned to hold dialogues and discussions with groups of stakeholders who are the catalyst in promoting stability through greater social cohesion, resilience and peace in the host community. Such dialogues and discussions are the primary activities that aim to create community leadership to advance ideas, such as, peace promotion and conflict mediation in their respective 'jurisdiction'. The various stakeholders targeted in this project are (i) youth (ii) community men & women (iii) religious leaders (iv) local civil society members/CBOs/NGOs/CSOs (v) local government representatives (vi) public sector service providers and (vii) media workers. The main objective of these dialogues and discussions is to raise awareness and motivation to work towards improved level of stability (qualitatively) as a result of community initiatives in promoting social cohesion, resilience and peace in the host community. The primary area of investigation and project activities will be confined to Cox's Bazar district. After successful implementation of the current phase, the project area could be expanded in the future into other areas of Cox's Bazar.

Implementing Partner of UNDP

The C2RP project of United National Development Programme (UNDP)

Brief Description of the Required Services¹

The C2RP project of United National Development Programme (UNDP) intends to undertake, the above awareness and advocacy on Social Cohesion, Peace Building between Host Population and Rohingya Community in Cox's Bazar on the following areas:

The discussion/dialogue for awareness and advocacy sessions aim on:

- 1. Mapping of issues or gaps and risks that are crucial in promoting social cohesion, resilience and peace in relation to the Rohingya 'refugee' influx in the locality/region
- 2. Build awareness and leadership capacity on social cohesion, resilience and peace in relation to the Rohingya 'refugee' influx in the locality/region
- 3. Create space for dialogue and collaboration among actors that often operate separately but have significant inter-relationship with the Rohingya 'refugees', and
- 4. Document the dialogues/discussions, best practices that mediate conflict or promote social cohesion and build a body of knowledge, which will assist to address certain critical policy issues on social cohesion, resilience and peace by way of briefs and reports including case stories of any crisis created between and among the host and Rohingya community giving emphasis that how as well as what mechanism used to resolve the crisis.

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.

C. Scope of Work

UNDP intends to contract a specialized consultancy firm to provide the following consultancy services:

- 1. Conduct the background research on relevant issues on the topic of relationship between Rohingya 'refugees' and host community from the perspective of fragility, opportunities and threats
- 2. Identify key topics and questions from background research, which are to be addressed during the discussion/dialogue sessions; each session will have two broad components a) mapping exercise and awareness building training and b) discussion on emerging issues in order to map various issues of fragility, resilience opportunities and threats related to Rohingya Refugee and Host Communities;
- 3. Mapping of issues or gaps and risks that are crucial to resilience of host community in relation to the Rohingya 'refugee' influx in the locality/region
- 4. Provide awareness building and leadership training on fragility, opportunities and threats to the host community and Rohingya Community and mapping the key issues and impact.
- 5. Facilitate discussion/dialogue on the relationship between Rohingya 'refugees' and the host community from the perspective of fragility, opportunities and threats
- 6. Document participants' thoughts as reports on their current role on key issues, what needs to be done and their expectations. The individual activity reports will be attached to this final consolidated report.

List and Description of Expected Outputs to be Delivered

Expected Results and Deliverables

- 1. The study team shall submit an inception report and action plan (including methodology, tools for data collection, proposed timeline);
- 2. Conduct 7 discussion/dialogue with the community and local government institutions and issues would be:
 - a. Relationship between Rohingya and Host Community from the perspective of fragility, opportunity and threats;
 - b. Identify key topics and question from the background research which are to be addressed during the discussion.
 - c. What are the potential gaps, risks and resilience caused for sudden huge Rohingya influx in Ukhia and Teknaf.
 - d. Provide awareness building training on fragility, opportunity and threats

- e. Document participants thoughts, expectation and what need to be done.
- 3. A fortnightly progress report shall be submitted to UNDP (to be shared with stakeholders and partners collaborating in the assessment), including information on progress of the advocacy process, problems occurred and suggestions for solving problems. UNDP team will provide technical inputs to the methodology, mapping, training, review and finalization of all deliverables throughout the assessment jointly;
- 4. The draft report shall be submitted for review and comment of UNDP;
- 5. Organize a day-long workshop for disseminating preliminary results and impact from the activities on the 2nd months of the assignment.
- 6. Develop a set of recommendations and actions for the forthcoming social cohesion programme portfolio and develop a brief for further elaboration and engagement
- 7. A combined final report will be submitted to all relevant agencies in the last week of the assignment.

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	% of the total payment	Review and Approvals Required
a. Inception report (including methodology, tools for data collection, proposed action plan and timeline), develop checklist and agenda for the discussion and dialogue	2 nd Week of Nov 2018	15 th of Nov 2018	20%	Payment will be made upon acceptance by the Contract Administrator

		Within 2 nd	15 th of	50%	
	a. Organize and conduct 7 discussion/dialogue sessions followed by a day-long workshop for disseminating preliminary results and impact from the activities (by the 2 nd months of the assignment).	week of Dec 2018	Dec 2018		
	b. Share all the draft report on the workshop/discussion and dialogue, policy briefs and areas for future programme intervention.				
	a. Present all the reports followed by drawing a set of recommendations and actions for the forthcoming social cohesion programme portfolio and develop a brief for further elaboration and engagement.	4 th week of Jan 2019	31 st Jan 2019	30%	
	b. The final report along with all the discussion/dialogue reports				
Person to Supervise					
the Work/Performance of the Service Provider	Md Masud Karim, Project Manager, C2RP Project, UNDP will assign to the overall assessment on a full-time basis a Task Manager (Project Manager – C2RP Project), who will be the principal UNDP interlocutor with the consultancy, and on a part-time basis a second Country Office Economist. They will contribute to the Project from either Dhaka or Cox's Bazar, as UNDP				

	may decide. UNDP's Cox's Bazar Sub-Office team may also participate in the Project, at UNDP's sole discretion. Other agencies may provide data and technical support to some of the tasks to be performed by the consultancy, and as specified above. The consultancy will ensure the fullest possible utilization of such contribution but remains – irrespective of such possible data and technical support by other agencies - fully and solely responsible for the achievement of the specified tasks. The study will be overseen by the Country Director of UNDP. Contractual oversight will be provided by the Project Manager – C2RP Project, UNDP Bangladesh.
Frequency of Reporting	As Indicate in the TOR
Progress Reporting Requirements	As Indicate in the TOR
Location of work	
Expected duration of work	This consultancy will require 3 months to complete the assignment. The expected start date is 2nd week of November 2018 and end date would be Mid- February 2019. The firm will appropriately set up the duty stations in Cox's Bazar and Dhaka.
Target start date	The expected start date is 2nd week of November 2018
Latest completion	The end date would be Mid- February 2019.
date	
Travels Expected	☑ As indicated in the ToR
Special Security Requirements	☑ Not Required
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☑ Others As indicated in the ToR
Implementation Schedule indicating breakdown and timing of activities/sub- activities	⊠ Required
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required
Currency of Proposal	
Value Added Tax on Price Proposal ²	⊠ must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting	⊠ 90 days

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

for the last day of	
submission of quotes)	
Partial Quotes	Not permitted ■ Not permitted Not permi
Payment Terms ³	 1st Instalment: 20% of the total contract shall be paid upon submission of Inception report with methodology and details work plan and accepted by the UNDP contract administrator; 2nd Instalment: 50% of the total contract shall be paid upon submission of Organize and conducting 7 discussion/dialogue sessions followed by a day-long workshop on results and impact; and share draft reporting documents under all actions and accepted by the UNDP contract administrator; Final Instalment: 30% of the total contract shall be paid upon submission of Develop the set of recommendations and actions for the forthcoming social cohesion programme and submit final report. and accepted by the UNDP contract administrator;
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Md Masud Karim, Project Manager, C2RP Project, UNDP Bangladesh
Type of Contract to be Signed	
Criteria for Contract Award	 ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ 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	Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below: Eligibility criteria of the consulting firm: The firm should be able to demonstrate that it has proven expertise and experience to accomplish the assigned tasks. The firm should have sufficient human resources, hardware, software and infrastructure to conduct the assessments and deliver high quality output and results.

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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.

- Profile (which should not exceed fifteen (3) pages excluding reference of any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business Licenses Registration Papers, Tax Payment Certification, etc.

Track Record-

- The firm must have minimum 5 years of experience in high-quality policy research contributing to national development programmes/strategies. (Certification of work completion/work order/ Purchase order must be submitted for the evidence of vendors qualifications).
- Minimum 03 years of relevant experience of working with the government and expertise in development partners' work programmes so that the recommendations generated can be impactful. (Certification of work completion/work order/ Purchase order must be submitted for the evidence of vendors qualifications).
- Minimum 03 years of experience to organize effective workshops to discuss policy advocacy and awareness in peace and justice. (Certification of work completion/work order/ Purchase order must be submitted for the evidence of vendors qualifications).
- 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.

Minimum Eligibility Criteria of key personnel:

Team Leader: The lead researcher will be a key liaison point between UNDP and the firm. It is expected that he/she will have overall responsibility for the consultancy work, the training and oversight of team and oversee qualitative analysis and reporting.

- The Team Leader must have master's degree in Economics, International Relations or in related field.
- Must have at least 08 years of experience on both qualitative and quantitative development interventions in strengthening governance and capacity building mechanism.
- Minimum 05 years of relevant experience on producing high quality reports prepared for reputed national and international organization.

Additional Capacity:

- Track record of leading multi-disciplinary independent/ collaborative research team.
- Experience in working with international organizations is required.
- Research experience in multi-country context, especially the developing countries is necessary and
- adequate country knowledge is must.

Focal researchers for each thematic area (minimum 2):

The researchers must have experience in undertaking both quantitative and qualitative analysis. The firm is expected to submit the short CVs of the resource persons along with and a written agreement that they will work on this proposal while submitting the proposal.

- The Researchers must have master' degree (PhD preferred) in Law, Social science, Development Studies or relevant disciplines.
- Minimum 5 years of solid research experience in the relevant fields.
- Minimum 5 years of proven experience of working with international organizations.

Competencies:

Corporate Competencies:

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

Functional Competencies:

 Demonstrates openness to change, flexibility, and ability to manage complexities;

Proven strong written, analytical and communication skills.

Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which fail to submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

Technical Proposal (70%)

Financial Proposal (30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

Basis of Technical Evaluation

Summ	nary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable		
1.	Bidders Qualification, capacity and Experience	20%	20		
2.	Proposed Methodology, Approach and Implementation Plan	25%	25		
3.	Management Structure and Key Personnel	25%	25		
	Total				

Criteria		Max Points
	Weight	
Technical	70	
1. Bidders Qualification, capacity and Experience	20	
 Overall experience of the firm in 	10	
conducting research and advocacy		
studies		
Specific experience in conducting	10	
theoretical and empirical research		
and capacity building activities for		
awareness and advocacy in peace and		
justice.		
2. Proposed Methodology, Approach and Implementation Plan	25	
Quality and relevance of proposed	15	
methodology and approach		
Quality of proposed analytical	10	
framework		
3. Human resource	25	

	Team leader:	5				
	1. Educational Qualification and					
	professional profile	5				
	2. Overall experience on applied) J				
	research in Economics, international					
	relations and development issues					
	Team members:	15				
	Educational qualification and overall					
	experience in the relevant					
UNDP will award the contract to:						
Annexes to this RFP ⁴	□ Form for Submission of Proposal (Annex 2)					
	☑ General Terms and Conditions / Special Condi	tions (Anne	x 3) ⁵			
	☑ Detailed TOR [Annexure-4]					
		.05				
Contact Person for	bu.procurement@unup.org					
Inquiries	Please mention the following in the subject while	e sending an	y query to UNDP			
(Written inquiries	regarding this RFP on or before 09 November 20	<u>)18.</u>				
only) ⁷	"Queries on RFP-BD-2018-037"					
	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 t	the Propose	rs.			
Other Information						
[pls. specify]						

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⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁷ 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL8

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[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, contact 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.

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1- Inception report with	20 % of the total contract	
	methodology and details work plan	amount	
2	Deliverable 2 Organize and conducting	50 % of the total contract	
	7 discussion/dialogue sessions	amount	
	followed by a day-long workshop on		
	results and impact; and share draft		
	reporting documents under all actions.		
3.	Deliverable 3 Develop the set of	30 % of the total contract	
	recommendations and actions for the	amount	
	forthcoming social cohesion		
	programme and submit final report.		
	Total	100%	

^{*}This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:]: (Cost is inclusive all direct and indirect, VAT)

Description of Activity	Remuneration	Total Period of	No. of	Total Rate
	per Unit of Time	Engagement	Personnel	
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance		_		
3. Communications		_		

4. Reproduction		
5. Equipment Lease		
6. Others		
III. Other Related Costs		

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 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.
- 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,
 - 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.
- 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

- **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, interalia 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.
- 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

Awareness and Advocacy on Social Cohesion, Peace Building between Host Population and Rohingya Community in Cox's Bazar.

A. Project Title: Impact Assessment

An estimated 688,000 Rohingya community, have been fled forcibly due to violence from Myanmar into Cox's Bazar and the Chittagong Hill Tracts since 25 August 2017. The cumulative total of Forcibly Displaced Myanmar Nationals (FDMN) since 1978, 1991, and 2016 movements on top of 2017 movement is, according to the Government of Bangladesh 908,000, which is almost equal to the 1.2 million total population of Cox's Bazar. The rapid influx of FDMN into areas with high baseline levels of poverty and environmental vulnerability has put immense strain on infrastructure, services and the host population. There have been observations that conflict and social tension is rising gradually, within the camps between Rohingya, between Rohingya and host community, as well as inter-community tensions, including at household level, outside the camps. Both in 2017 and 2018 there have been high profile killings of camp community leaders as part of factional infighting in the Rohingya community.

A UNDP mission in early January 2018 highlighted that although voluntary repatriation of FDMN to Myanmar is expected to begin shortly, the pressure of the exponential increase of population in the area is increasingly being felt by the local population and institutions. The scale and speed of the FDMN influx into Bangladesh over the past few months put immense strain on infrastructure, services and the host communities, overwhelming existing response capacities. Sub-district (Upazila) offices find that their workload has increased to respond to the requests from the Camp-in-Charge (CICs) which means they cannot deliver their services (fire and police especially) as normal. Roads and schools have been affected by changed and higher volume of use and need to be rehabilitated. Assessments have highlighted risks faced by the FDMN, many of which also affect the wider population in the area, including protection issues (e.g., human and drug trafficking, domestic violence), public health (e.g., limited access to health services, increased risk of epidemics due to lack of water and proper sanitation), increased risk of natural disasters (e.g., because of widespread deforestation), and social cohesion (e.g., increasing inter- and intracommunity disputes).

Considering the urgent humanitarian crisis and meeting essential services of the Rohingya and local host communities, UNDP initiated to work intensively through different long-term projects for both communities. The Community Recovery and Resilient Programme (C2RP) is one of them and the C2RP aims to address the impact of the influx on host communities focusing on livelihoods and social cohesion.

The Rohingya population residing in Bangladesh has a large segment of youth who are now living in the camps and some of them are also receiving education from the community-led faith-based schools. It is feared that the prosecution-based narratives might trigger 'radicalization' among the Rohingya youth together with the host community. The challenges and threats created by this large 'refugee' population, given their possible prolong stay, could be detrimental towards the host community in many respects.

Such threats and challenges could increase the level of 'fragility' by undermining local social cohesion, resilience and peace within the HC where the Rohingya 'refugees' are presently residing.

The C2RP project planned to hold dialogues and discussions with groups of stakeholders who are the catalyst in promoting stability through greater social cohesion, resilience and peace in the host community. Such dialogues and discussions are the primary activities that aim to create community leadership to advance ideas, such as, peace promotion and conflict mediation in their respective 'jurisdiction'. The various stakeholders targeted in this project are (i) youth (ii) community men & women (iii) religious leaders (iv) local civil society members/CBOs/NGOs/CSOs (v) local government representatives (vi) public sector service providers and (vii) media workers. The main objective of these dialogues and discussions is to raise awareness and motivation to work towards improved level of stability (qualitatively) as a result of community initiatives in promoting social cohesion, resilience and peace in the host community. The primary area of investigation and project activities will be confined to Cox's Bazar district. After successful implementation of the current phase, the project area could be expanded in the future into other areas of Cox's Bazar.

Objectives of the assessment

The C2RP project of United National Development Programme (UNDP) intends to undertake, the above awareness and advocacy on Social Cohesion, Peace Building between Host Population and Rohingya Community in Cox's Bazar on the following areas:

The discussion/dialogue for awareness and advocacy sessions aim on:

- 5. Mapping of issues or gaps and risks that are crucial in promoting social cohesion, resilience and peace in relation to the Rohingya 'refugee' influx in the locality/region
- 6. Build awareness and leadership capacity on social cohesion, resilience and peace in relation to the Rohingya 'refugee' influx in the locality/region
- 7. Create space for dialogue and collaboration among actors that often operate separately but have significant inter-relationship with the Rohingya 'refugees', and
- 8. Document the dialogues/discussions, best practices that mediate conflict or promote social cohesion and build a body of knowledge, which will assist to address certain critical policy issues on social cohesion, resilience and peace by way of briefs and reports including case stories of any crisis created between and among the host and Rohingya community giving emphasis that how as well as what mechanism used to resolve the crisis.

C. Scope of Work

UNDP intends to contract a specialized consultancy firm to provide the following consultancy services:

- Conduct the background research on relevant issues on the topic of relationship between Rohingya 'refugees' and host community from the perspective of fragility, opportunities and threats
- Identify key topics and questions from background research, which are to be addressed during the discussion/dialogue sessions; each session will have two broad components a) mapping exercise and awareness building training and b) discussion on emerging issues in order to map various issues of fragility, resilience opportunities and threats related to Rohingya Refugee and Host Communities;
- 3. Mapping of issues or gaps and risks that are crucial to resilience of host community in relation to the Rohingya 'refugee' influx in the locality/region
- 4. Provide awareness building and leadership training on fragility, opportunities and threats to the host community and Rohingya Community and mapping the key issues and impact.
- 5. Facilitate discussion/dialogue on the relationship between Rohingya 'refugees' and the host community from the perspective of fragility, opportunities and threats
- 6. Document participants' thoughts as reports on their current role on key issues, what needs to be done and their expectations. The individual activity reports will be attached to this final consolidated report.

D. Expected Results and Deliverables

- 8. The study team shall submit an inception report and action plan (including methodology, tools for data collection, proposed timeline);
- 9. Conduct 7 discussion/dialogue with the community and local government institutions and issues would be:
 - f. Relationship between Rohingya and Host Community from the perspective of fragility, opportunity and threats;
 - g. Identify key topics and question from the background research which are to be addressed during the discussion.
 - h. What are the potential gaps, risks and resilience caused for sudden huge Rohingya influx in Ukhia and Teknaf.
 - i. Provide awareness building training on fragility, opportunity and threats
 - j. Document participants thoughts, expectation and what need to be done.
- 10. A fortnightly progress report shall be submitted to UNDP (to be shared with stakeholders and partners collaborating in the assessment), including information on progress of the advocacy process, problems occurred and suggestions for solving problems. UNDP team will provide technical inputs to the methodology, mapping, training, review and finalization of all deliverables throughout the assessment jointly;
- 11. The draft report shall be submitted for review and comment of UNDP;
- 12. Organize a day-long workshop for disseminating preliminary results and impact from the activities on the 2nd months of the assignment.

- 13. Develop a set of recommendations and actions for the forthcoming social cohesion programme portfolio and develop a brief for further elaboration and engagement
- 14. A combined final report will be submitted to all relevant agencies in the last week of the assignment.

D :	liverables (Oversta	Fating at a d	Townst Dec	0/ af 1h -	Davidana arrad
De	liverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	% of the total payment	Review and Approvals Required
b.	Inception report (including methodology, tools for data collection, proposed action plan and timeline), develop checklist and agenda for the discussion and dialogue	2 nd Week of Nov 2018	15 th of Nov 2018	20%	Payment will be made upon acceptance by the Contract Administrator
c.	Organize and conduct 7 discussion/dialogue sessions followed by a day-long workshop for disseminating preliminary results and impact from the activities (by the 2 nd months of the assignment).	Within 2 nd week of Dec 2018	15 th of Dec 2018	50%	
d.	Share all the draft report on the workshop/discussion and dialogue, policy briefs and areas for future programme intervention.				
c.	Present all the reports followed by drawing a set of recommendations and actions for the forthcoming social cohesion programme portfolio and develop a brief for further elaboration and engagement. The final report along with all	4 th week of Jan 2019	31 st Jan 2019	30%	
u.	the discussion/dialogue reports				

F. Methodology

The assignment will commence with review of existing literature on the issue of Rohingya 'refugees' and its implication on the relationship between the 'refugee' population and host community from the perspective of social cohesion, resilience and peace. Based on the findings of the desk research, the themes for discussion/dialogue will be identified. Following the selected themes, a detail checklist or agenda will be developed for discussion or dialogue sessions. Under each category of stakeholders, a group of participants will be invited as given in table 3 below. Each session will be dedicated to a particular stakeholder. Each session will have two broad components: first, mapping exercise and awareness building training and second, discussion on emerging issues in order to identify and map various issues of fragility, resilience opportunities and threats related to Rohingya 'refugees' and host community. Finally, the project team will prepare reports, briefs and advocacy materials based on the discussions. Discussion and dialogue sessions will be conducted in association with local NGOs working in that area taking into account logistics and administrative convenience.

G. Institutional Arrangement

UNDP will assign to the overall assessment on a full-time basis a Task Manager (Project Manager – C2RP Project), who will be the principal UNDP interlocutor with the consultancy, and on a part-time basis a second Country Office Economist. They will contribute to the Project from either Dhaka or Cox's Bazar, as UNDP may decide. UNDP's Cox's Bazar Sub-Office team may also participate in the Project, at UNDP's sole discretion.

Other agencies may provide data and technical support to some of the tasks to be performed by the consultancy, and as specified above. The consultancy will ensure the fullest possible utilization of such contribution but remains – irrespective of such possible data and technical support by other agencies fully and solely responsible for the achievement of the specified tasks.

The study will be overseen by the Country Director of UNDP. Contractual oversight will be provided by the Project Manager – C2RP Project, UNDP Bangladesh.

H. Duration of the Work and Duty Stations

This consultancy will require 3 months to complete the assignment. The expected start date is 2nd week of November 2018 and end date would be Mid-February 2019. The firm will appropriately set up the duty stations in Cox's Bazar and Dhaka.

I. Final Products

Each study phase should result in a high-quality report that should be formatted to A4 size paper, and be in a condition that can be published without any further work. It should be submitted in both hard and soft copy (MS Word Version). All data sets and analysis must be returned to the project.

J. Qualifications of the Successful Contractor

The key qualification of the firm, team leader and researchers are listed below. Firms are welcome to propose additional team members. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate (with evidence) the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

Minimum Eligibility Criteria of the firm:

The firm should be able to demonstrate that it has proven expertise and experience to accomplish the assigned tasks. The firm should have sufficient human resources, hardware, software and infrastructure to conduct the assessments and deliver high quality output and results.

- Profile (which should not exceed fifteen (3) pages excluding reference of any printed brochure relevant to the services being procured) describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business Licenses Registration Papers, Tax Payment Certification, etc.
- Track Record
 - o The firm must have minimum 5 years of experience in high-quality policy research contributing to national development programmes/strategies. (Certification of work completion/work order/ Purchase order must be submitted for the evidence of vendors qualifications).
 - o Minimum 03 years of relevant experience of working with the government and expertise in development partners' work programmes so that the recommendations generated can be impactful. (Certification of work completion/work order/ Purchase order must be submitted for the evidence of vendors qualifications).
 - o Minimum 03 years of experience to organize effective workshops to discuss policy advocacy and awareness in peace and justice. (Certification of work completion/work order/ Purchase order must be submitted for the evidence of vendors qualifications).
 - 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.;

Minimum Eligibility Criteria of key personnel:

Team Leader: The lead researcher will be a key liaison point between UNDP and the firm. It is expected that he/she will have overall responsibility for the consultancy work, the training and oversight of team and oversee qualitative analysis and reporting.

- The Team Leader must have master's degree in Economics, International Relations or in related field,
- Must have at least 08 years of experience on both qualitative and quantitative development interventions in strengthening governance and capacity building mechanism.
- Minimum 05 years of relevant experience on producing high quality reports prepared for reputed national and international organization.

Additional Capacity:

- Track record of leading multi-disciplinary independent/ collaborative research team.
- Experience in working with international organizations is required.
- Research experience in multi-country context, especially the developing countries is necessary and adequate country knowledge is must.

<u>Focal researchers for each thematic area (minimum 2)</u>: The researchers must have experience in undertaking both quantitative and qualitative analysis. The firm is expected to submit the short CVs of the

resource persons along with and a written agreement that they will work on this proposal while submitting the proposal.

- The Researchers must have master' degree (PhD preferred) in Law, Social science, Development Studies or relevant disciplines.
- Minimum 5 years of solid research experience in the relevant fields.
- Minimum 5 years of proven experience of working with international organizations.

Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which fail to submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

Competencies:

Corporate Competencies:

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

Functional Competencies:

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

K. 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 made 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.

UNDP shall affect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by 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.

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	% of the total payment	Review and Approvals Required
Submit the Inception Report	2 nd Week of Nov 2018	15 th of Nov 2018	20%	Payment will be made upon acceptance by the
Organize and conducting 7 discussion/dialogue sessions followed by a day-long workshop on results and impact; and share draft reporting documents under all actions.	Within 2 nd week of Dec 2018	15 th of Dec 2018	50%	Contract Administrator

Develop the set of	Within 4 th	15 th Jan	30%	
recommendations and actions	week of	2019		
for the forthcoming social	January 2019			
cohesion programme and				
submit final report.				
•				

L. Recommended Presentation of proposal

Interested firms 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- Should not be more than 10 pages.

- 1. Firm information Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- 2. Relevant Experience Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in undertaking large scale data collection, and list of current and past assignments of the Firm;
- 3. Process The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product which, after selection of the contractor, will be agreed upon by the Project in consultation with the Advisory Panel of Experts in the early stages of the commencement.
- 4. Human Resources The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. survey analysis, field management, etc.
- 5. Tools and Methodologies Outlining how your firm's specific approach to quantitative and qualitative research, are relevant to the questions under study and meet the highest research standards. This should also include a detailed approach to quantitative and qualitative data analysis.
- 6. Sampling strategy The firm must give a detailed overview of what sampling strategy it will use to select a sample for this study.
- 7. Quality assurance The firm must outline how it will ensure quality at all stages of the project but with a particular emphasis on sampling; data collection; data analysis; and reporting. This will be subject to review by UNDP and other agencies during project implementation.

8. Risk management – The firm must identify key risks and outline how it will mitigate those risks. Attention should be paid to how political, natural or circumstantial disruption will be handled, especially Hartals and blockades.

Two references must be provided by the contractor from firm's previous work has been undertaken. These should be from the past three years and should relate to projects on which proposed team members worked.

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

- (i) The Financial Proposal shall specify a total delivery amount (in USD or BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhear recharges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working.

The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

M. Evaluation

In response to the invitation of tender, the contractor will have to submit a Technical Proposal as per the Terms of Reference of the scheme and a Financial Proposal separately. The tender evaluation committee will first evaluate the technical proposal of the firms/institutions. Any firms/institutions getting more than 70% of the maximum achievable points in the technical proposal will be considered responsive for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on cumulative analysis.

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

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

Basis of technical Evaluation

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Bidders Qualification, capacity and Experience	20%	20
2.	Proposed Methodology, Approach and Implementation Plan	25%	25
3.	Management Structure and Key Personnel	25%	25
	Total		70

Criteria	Weight	Max Points
Technical	70	
1. Bidders Qualification, capacity and Experience	20	
 Overall experience of the firm in conducting research and advocacy studies 	10	
Specific experience in conducting theoretical and empirical research and capacity building activities for awareness and advocacy in peace and justice.	10	
2. Proposed Methodology, Approach and Implementation Plan	25	
Quality and relevance of proposed methodology and approach	15	
Quality of proposed analytical framework	10	
3. Human resource	25	
Team leader:	5	
3. Educational Qualification and professional profile		
4. Overall experience on applied research in Economics, international relations and development issues	5	
Team members: 2. Educational qualification and overall experience in the relevant	15	
Financial	30	
Tabal	100	
Total	100	

N. Responsibilities of the Contractor regarding cost component

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

O. Responsibilities of UNDP regarding cost component

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

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

P. Identification of Risk and Risk Mitigation Plan

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

Declaration

Date:
United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh
Assignment: Hiring a firm for conducting an awareness and Advocacy on Social Cohesion, Peace Building between Host Population and Rohingya Community in Cox's Bazar for C2RP Project of UNDP Bangladesh
Reference: RFP-BD-2018-037
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,