



29 August 2019

**REQUEST FOR PROPOSAL (Re-RFP-BD-2019-016)**

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring firm to conduct Perception, Awareness of Human Rights and Complainants' Satisfaction Survey of NHRC-HRP**

**Proposals shall be submitted on or before 4.30 p.m. (local time) on Thursday, September 12, 2019**

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

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering 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 60 days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing 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 attaching the required supporting documents (with file name less than 60 characters) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

**PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.**

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Operations Manager OIC  
August 29, 2019



## Description of Requirements

Context of the Requirement	<ul style="list-style-type: none"> <li>To assess people's understanding, perception, attitudes and behaviour (disaggregated by gender, ethnicity, diversity and age) on Human Rights issues in HRP priority districts of Bangladesh;</li> <li>To assess people's perception, understanding and satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh.</li> <li>To examine the complainants' satisfaction on complaint handling, investigation and mediation mechanism of the NHRC.</li> <li>To develop status information on the results (focusing on outcomes and impact) of initiatives/actions of the NHRC and HRP-UNDP project.</li> <li>To define a set of recommended actions for better promotion and protection of Human Rights of the people in Bangladesh</li> </ul>
Implementing Partner of UNDP	HRP
Brief Description of the Required Services	<p>The assignment shall take following approaches to meet the objectives set forward above.</p> <ul style="list-style-type: none"> <li><b>Part I:</b> A nationally (focusing on HRP priority areas) representative HHs Survey will be designed and conducted as a follow up survey of the 2014 survey conducted under BNHRC-CDP project, specially focusing on assessing people's understanding, perception, attitude and behaviour on Human Rights issues in HRP priority districts of Bangladesh. This will also extend the assessment of people's perception, understanding and satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh. The assessment will examine the complainants' satisfaction on complaint handling, investigation and mediation mechanism of the NHRC. As to support this assessment, the relevant data/information should consider disaggregation by gender, ethnicity, diversity and area as applicable.</li> </ul> <p>The survey is expected to take 3220 sample respondents in context of <b>10</b> HRP priority districts to assess/examine the level of understanding, perception, attitudes and behaviour of the people including women, ethnic minorities, youth and other excluded groups. To supplement the data/information, it is expected to apply a set of standard and relevant qualitative methods (i.e. FGD, KII and Case studies)</p> <p>The survey will cover thematic rights issues/concerns, such as: Human rights (in general), Rights of the ethnic and religious minorities, women rights, child rights, rights of the PWDs, rights of the gender-diverse communities and other excluded groups in Bangladesh. This will extend the analysis of people's knowledge and understanding on human rights, status of women, gender-based violence and discriminations, sexual</p>

exploitation, access to justice, freedom of expression, functions of the NHRC and people's satisfaction on their services.

Regarding this, the survey team will do a detail desk review to extract all relevant information of the NHRC and Human Rights Programme (HRP), UNDP that will contribute to design and conduct the detail assessment smoothly.

- **Part II:**

The survey will introduce a set of relevant qualitative methods (i.e. FGD, KII, case studies, PRA) as to support the analysis of people's understanding, perception, attitudes and behaviour on Human Rights issues along with people's satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh.

The application of qualitative methods will also support to assess the results and achievements of NHRC initiatives (i.e. human rights education, awareness raising, policy advocacy, complain handling and mediation mechanisms) and intervention of the HRP-UNDP project.

Regarding this the survey team should propose and apply a standard no. of qualitative method (i.e. FGD, KII, case stories, PRA) as per requirements of the survey to ensure a detail analysis of people's perception, understanding, attitudes, behaviours, satisfaction and contribution of NHRC and HRP-UNDP. In particular cases, the survey team should document success stories to extract the process of changes in human knowledge, attitudes and practices or dealing with human rights-based issues/concerns.

**Geographical Coverage:**

The perception survey will cover 10 Districts (under eight divisions) of Bangladesh. These are as follows:

Division	District	Upazila
Dhaka	Madaripur	Madaripur Sadar, Kalkini, Rajoir
Barisal	Barisal	Barishal Sadar, Agoilghora, Gournadi
Khulna	Satkhira	Satkhira Sadar, Shyamnagar, Tala
	Khulna	Khulna Sadar, Dumuria
Rangpur	Gaibandha	Gaibandha Sadar, Gobindaganj, Polashbari
	Dinajpur	Dinajpur Sadar, Nababganj, Ghoraghat

	Chittagong	Cox's Bazar	Cox's Bazar Sadar, Ramu, Teknaf
	Rajshahi	Sirajganj	Sirajganj Sadar, Raiganj, Tarash
	Sylhet	Habiganj	Habiganj Sadar, Baniachang, Madhabpur
	Mymensingh	Mymensingh	Mymensingh Sadar, Dhobaura, Haluaghat
	10 districts		29 Upazilas
List and Description of Expected Outputs to be Delivered	SN	Deliverables of Assignment	Time allocated (Days)
	A.	Submission of an inception report within first seven days of signing the contract.	within 10 days of contract commencement
	B.	Preparation and submission of a set of questionnaires and checklists (as instruments for data/information collection)	within 30 days of contract commencement
	C.	Submission of high-quality study report in publishable form consisting two parts (brief summary report and detail report) with hard and soft copy.  Submission of 1) datasets (cleaned) in SPSS/STATA/Excel file and 2) all data collection instruments (including questionnaires and checklists)	within 90 days of contract commencement
	Total	3 months period	
Person to Supervise the Work/Performance of the Service Provider	Chief Technical Adviser, HRP		
Frequency of Reporting	As indicated in the ToR		
Progress Reporting Requirements	As indicated in the ToR		
Location of work	<input type="checkbox"/> Exact Address/es As indicated in the ToR		
Expected duration of work	Duration of the assignment will be 3 months		
Target start date	September 2019		
Latest completion date	December 2019		
Travels Expected	As indicated in the ToR		
Special Security Requirements	<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 checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others <i>[pls. specify]</i>												
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR												
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"/> <b>United States Dollars</b> <input type="checkbox"/> Euro <input checked="" type="checkbox"/> <b>Local Currency, BDT</b>												
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT												
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days <input 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												
Payment Terms	<table border="1"> <thead> <tr> <th>SN</th><th>Deliverables of Assignment</th><th>% of payment</th></tr> </thead> <tbody> <tr> <td>A.</td><td><b>Submission of an inception report</b> within first seven days of signing the contract.</td><td>20% of total</td></tr> <tr> <td>B.</td><td><b>Preparation and submission of a set of questionnaires and checklists</b> (as instruments for data/information collection)</td><td>40 % of total</td></tr> <tr> <td>C.</td><td><b>Submission of high-quality study report</b> in publishable form consisting two parts (brief summary report and detail report) with hard and soft copy.  <b>Submission of 1) datasets</b> (cleaned) in SPSS/STATA/Excel file and <b>2) all data collection instruments</b> (including questionnaires and checklists)</td><td>40 % of total</td></tr> </tbody> </table>	SN	Deliverables of Assignment	% of payment	A.	<b>Submission of an inception report</b> within first seven days of signing the contract.	20% of total	B.	<b>Preparation and submission of a set of questionnaires and checklists</b> (as instruments for data/information collection)	40 % of total	C.	<b>Submission of high-quality study report</b> in publishable form consisting two parts (brief summary report and detail report) with hard and soft copy.  <b>Submission of 1) datasets</b> (cleaned) in SPSS/STATA/Excel file and <b>2) all data collection instruments</b> (including questionnaires and checklists)	40 % of total
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Chief Technical Adviser, HRP												
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order												

	<input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
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	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b>Minimum eligibility criteria of the consultancy firm:</b></p> <ul style="list-style-type: none"> <li>• Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>• Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;</li> <li>• 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;</li> <li>• Firm must have track record of at least 7 years in areas of research, monitoring &amp; evaluation of Government/Development Partner's supported programmes/projects.</li> <li>• Firm must have at least five years' experience in conducting comprehensive survey, perception study or conducting similar kind of study on human rights issues/concerns.</li> <li>• Firm must have at least five years' experience in application of both quantitative and qualitative approach and research methods to capture the outcome and impact of institutional initiatives/interventions.</li> </ul> <p><b>Minimum eligibility criteria of the key personnel:</b></p> <p><b>Team Leader:</b></p> <ul style="list-style-type: none"> <li>▪ Post-graduate degree or equivalent in human rights, law, social science, international relation, political economy or in relevant field.</li> <li>▪ At least seven years of professional experience in conducting survey, research and evaluation for government/donor supported policies, programmes and projects in the field of human rights and justice.</li> <li>▪ Have skills and experiences on local human rights contexts and ability to converse in local languages.</li> <li>▪ Must have 5 years experiences to work as a team leader for similar assignments.</li> </ul>

## Team members

### Gender expert/specialist:

- Post-graduate degree or equivalent in gender and women studies, human rights, law, social science, international relation, political economy or in relevant field
- Must have at least 3-years' experience in conducting research, survey and assessment in the relevant fields.

### Quantitative and Qualitative Data Analysis Expert

- Post-graduate degree or equivalent in statistics, human rights, law, social science, international relation, political economy or in relevant field
- Must have at least 5 years' experience on sampling, survey designing, using statistical software (such as SAS, SPSS, STATA and so on), statistical/economic modelling, quantitative and qualitative data analysis and complex data interpretation skills.

**Note:** Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

### **Technical Proposal (70%)**

☒ Background experience/ Expertise of Firm

☒ Adequacy and comprehensiveness of the proposal (concept, approach, work plan)

☒ Qualifications and competence of the key staff for the Assignment

### **BASIS OF TECHNICAL EVALUATION**

Criteria	Weight	Max. Points
<b><u>Technical</u></b>	70	
<b>Background experience/ Expertise of institution/Firm</b>		
Experience in undertaking evaluation/research on human rights related issues having very good understating on Human Rights context.		10
Experience in conducting perception survey for the Government and Development Partners supported projects.		10



	Experience in conducting Similar-scale data collection at households		10
	<b>Adequacy and comprehensiveness of the proposal (concept, approach, work plan)</b>		
	Proposed methodology, data collection instruments, quality control mechanism and approach of managing the study on Human Rights in Bangladesh		20
	Proposed action plan and time-line		5
	Overall organization and quality of the technical proposal		5
	<b>Skills and experience of the Proposed Team</b>		
	Composition and experience of proposed team		10
	<b>Financial</b>	30	30
	<b>Total</b>		100
<b>Financial Proposal (30%)</b> In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:			
Rating the Technical Proposal (TP): $TP\ Rating = (Total\ Score\ Obtained\ by\ the\ Offer / Max.\ Obtainable\ Score\ for\ TP) \times 100$ Rating the Financial Proposal (FP): $FP\ Rating = (Lowest\ Priced\ Offer / Price\ of\ the\ Offer\ Being\ Reviewed) \times 100$ Total Combined Score: $(TP\ Rating) \times (Weight\ of\ TP,\ e.g.\ 70\%) + (FP\ Rating) \times (Weight\ of\ FP,\ e.g.,\ 30\%)$ =Total Combined and Final Rating of the Proposal			
The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money			
UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b>		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)		

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p>bd.procurement@undp.org  <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 04 September 2019.</i>  <b><u>"Queries on Re-RFP-BD-2019-016"</u></b>  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information</p>	<p>A pre-bid meeting will be held at IDB Bhaban, (19<sup>th</sup> floor), meeting room, for the clarification on the bidding document and ToR <b><u>on 04 September 2019 at 11.00 AM.</u></b></p> <p><b>Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.</b></p>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**Minimum eligibility criteria of the consultancy firm:**

- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- 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;
- Firm must have track record of at least 7 years in areas of research, monitoring & evaluation of Government/Development Partner's supported programmes/projects.
- Firm must have at least five years' experience in conducting comprehensive survey, perception study or conducting similar kind of study on human rights issues/concerns.
- Firm must have at least five years' experience in application of both quantitative and qualitative approach and research methods to capture the outcome and impact of institutional initiatives/interventions.

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

**Team Leader:**

- Post-graduate degree or equivalent in human rights, law, social science, international relation, political economy or in relevant field.
- At least seven years of professional experience in conducting survey, research and evaluation for government/donor supported policies, programmes and projects in the field of human rights and justice.
- Have skills and experiences on local human rights contexts and ability to cause converse in local languages.
- Must have 5 years experiences to work as a team leader for similar assignments.

**Team members**

**Gender expert/specialist:**

- Post-graduate degree or equivalent in gender and women studies, human rights, law, social science, international relation, political economy or in relevant field
- Must have at least 3-years' experience in conducting research, survey and assessment in the relevant fields.

**Quantitative and Qualitative Data Analysis Expert**

- Post-graduate degree or equivalent in statistics, human rights, law, social science, international relation, political economy or in relevant field
- Must have at least 5 years' experience on sampling, survey designing, using statistical software (such as SAS, SPSS, STATA and so on), statistical/economic modelling, quantitative and qualitative data analysis and complex data interpretation skills.

**Note:** Necessary documentation must be submitted to substantiate the above eligibility criteria. Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

**A. 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.*

**B. 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.

**C. Cost Breakdown per Deliverable\* (The file with the "FINANCIAL PROPOSAL" must be encrypted with a password)**

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

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

**D. Cost Breakdown by Cost Component [This is only an Example, the file with the "FINANCIAL PROPOSAL" must be encrypted with a password]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[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:**

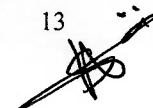
In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms 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.
- 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 Perception, Awareness of Human Rights and Complainants' Satisfaction Survey of NHRC

### A. Project Title:

Human Rights Programme (HRP)

### B. Background:

UNDP Bangladesh has been providing technical and financial assistance to the Government of Bangladesh to find innovative solutions to its development challenges and to build the capacity of national level institutions to implement policy reforms. In the area of human rights, UNDP undertook human rights related programming primarily for the five years through the Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP) which ended in December 2015. A detail HHs perception survey was undertaken by NHRC with support of BHHRC-CDP in 2011 provided baseline status on determining public attitude and awareness of human rights as well as awareness of the NHRC's existence and role. Another follow up survey was conducted on perception, attitudes and behavior on human rights in order to enable the commission to monitor and evaluate the effectiveness of its programmes covering all the seven Divisions of Bangladesh: Dhaka, Chittagong, Rajshahi, Rangpur, Khulna, Barisal and Sylhet from October 2014 to March 2015. Apart from collection of baseline information for measuring the effectiveness of education and awareness raising campaigns and then the follow-up it has supported the NHRC to adopt and implement its strategic plan (2016-2020). The Follow-up Survey on Human Rights in Bangladesh ('Perception, Attitude and Behavior'), conducted three years after the Baseline Survey, revealed certain changes in perceptions and people became more aware of basic rights and their violations than they were three years ago. The Follow-up Survey also showed that a greater percentage of respondents supported the basic rights of citizens to education, access to food, health care and clothing, and freedom of expression. More people, including a greater number of women and the poor, claim to have heard the term 'human rights'. The study assessed the results of targeted human rights education and awareness interventions implemented by NHRC and BNHRC-CDP, and reviewed strategy and tools being used for the same. During the course of time it is apparent that another follow-up survey is needed to determine the present context and NHRC would also be able to use it for planning and prioritization of its activities in the future.

On the other hand, the final evaluation of BNHRC-CDP also identified successes, including helping to professionalize the work of the NHRC through institution building; supporting steady progress in complaints handling; investigation and mediation; developing extensive media contacts for the Commission; and helping to produce a wide range of research studies and policy papers on key human rights issues. To continue its efforts, UNDP designed a new Programme to operate with a wider group of human rights stake holders including law enforcement agencies, CSOs and CBOs in addition to the NHRC to foster human rights work at national, regional and local levels and promote a cohesive human rights dialogue in Bangladesh.

The Human Rights Programme (HRP) (2016-2020) aims to build the capacity of existing human rights architectures in Bangladesh. The Programme has a particular focus on working with vulnerable and marginalised groups, including women and girls, children and young people, ethnic and religious minorities, people with disabilities, Dalit and other minorities. It will build gender equality initiatives, strengthen civil society activities for women and girls and build the position of the NHRC as an important partner for gender equality within Bangladesh. The Programme will seek to expand on rights-based advocacy, looking at developing the NHRC's role in engaging with Government on human rights.

The Programme has the following five outputs:

1. Strengthened capacity of the National Human Rights Commission to deliver on its mandate;



2. Enhanced capacity of civil society and community-based organisations to engage in human rights advocacy and awareness raising;
3. Enhanced capacity of law enforcement agencies, in particular police, on human rights issues;
4. Strengthened capacity of national stakeholders to better protect and promote women's rights; and
5. Strengthened capacity of national stakeholders to better protect and promote the rights of ethnic minorities.

Originally, the initiation of the programme was planned from January 2016. However, the Project document was signed on 28 April 2016 and the initial activities of the programme started only after the recruitment of the key staff in September 2016. The first 18 months' Inception phase review has been completed and the report has also been submitted to the donors. Now the Project is running at middle stage of the project tenure and required to conduct perception survey to assess awareness and public perception on human rights, Complainants' satisfaction on complaint mechanism. It will also help to provide options for how UNDP might continue to support the NHRC, CSOs/NGOs, people and other stakeholders in the long term.

#### C. Objectives of the assignment:

- 1) To assess people's understanding, perception, attitudes and behaviour (disaggregated by gender, ethnicity, diversity and age) on Human Rights issues in HRP priority districts of Bangladesh;
- 2) To assess people's perception, understanding and satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh.
- 3) To examine the complainants' satisfaction on complaint handling, investigation and mediation mechanism of the NHRC.
- 4) To develop status information on the results (focusing on outcomes and impact) of initiatives/actions of the NHRC and HRP-UNDP project.
- 5) To define a set of recommended actions for better promotion and protection of Human Rights of the people in Bangladesh

#### D. Description of the Assignment:

The assignment shall take following approaches to meet the objectives set forward above.

##### • Part I:

A nationally (focusing on HRP priority areas) representative HHs Survey will be designed and conducted as a follow up survey of the 2014 survey conducted under BNHRC-CDP project, specially focusing on assessing people's understanding, perception, attitude and behaviour on Human Rights issues in HRP priority districts of Bangladesh. This will also extend the assessment of people's perception, understanding and satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh. The assessment will examine the complainants' satisfaction on complaint handling, investigation and mediation mechanism of the NHRC. As to support this assessment, the relevant data/information should consider disaggregation by gender, ethnicity, diversity and area as applicable.

The survey is expected to take 3220 sample respondents in context of 10 HRP priority districts to assess/examine the level of understanding, perception, attitudes and behaviour of the people including women, ethnic minorities, youth and other excluded groups. To supplement the data/information, it is expected to apply a set of standard and relevant qualitative methods (i.e. FGD, KII and Case studies)

The survey will cover thematic rights issues/concerns, such as: Human rights (in general), Rights of the ethnic and religious minorities, women rights, child rights, rights of the PWDs, rights of the gender-diverse communities and other excluded groups in Bangladesh. This will extend the analysis of people's knowledge

and understanding on human rights, status of women, gender-based violence and discriminations, sexual exploitation, access to justice, freedom of expression, functions of the NHRC and people's satisfaction on their services.

Regarding this, the survey team will do a detail desk review to extract all relevant information of the NHRC and Human Rights Programme (HRP), UNDP that will contribute to design and conduct the detail assessment smoothly.

• **Part II:**

The survey will introduce a set of relevant qualitative methods (i.e. FGD, KII, case studies, PRA) as to support the analysis of people's understanding, perception, attitudes and behaviour on Human Rights issues along with people's satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh.

The application of qualitative methods will also support to assess the results and achievements of NHRC initiatives (i.e. human rights education, awareness raising, policy advocacy, complain handling and mediation mechanisms) and intervention of the HRP-UNDP project.

Regarding this the survey team should propose and apply a standard no. of qualitative method (i.e. FGD, KII, case stories, PRA) as per requirements of the survey to ensure a detail analysis of people's perception, understanding, attitudes, behaviours, satisfaction and contribution of NHRC and HRP-UNDP. In particular cases, the survey team should document success stories to extract the process of changes in human knowledge, attitudes and practices or dealing with human rights-based issues/concerns.

**E. Geographical Coverage:**

The perception survey will cover 10 Districts (under eight divisions) of Bangladesh. These are as follows:

Division	District	Upazila
1. Dhaka	Madaripur	Madaripur Sadar, Kalkini, Rajoir
2. Barisal	Barisal	Barishal Sadar, Agoilghora, Gournadi
3. Khulna	Satkhira	Satkhira Sadar, Shyamnagar, Tala
	Khulna	Khulna Sadar, Dumuria
4. Rangpur	Gaibandha	Gaibandha Sadar, Gobindaganj, Polashbari
	Dinajpur	Dinajpur Sadar, Nababganj, Ghoraghat
5. Chittagong	Cox's Bazar	Cox's Bazar Sadar, Ramu, Teknaf
6. Rajshahi	Sirajganj	Sirajganj Sadar, Raiganj, Tarash
7. Sylhet	Habiganj	Habiganj Sadar, Baniachang, Madhabpur
8. Mymensingh	Mymensingh	Mymensingh Sadar, Dhobaura, Haluaghat
<b>10 districts</b>		<b>29 Upazilas</b>

**F. Target Respondents:**

The respondent of quantitative survey would be any adult person (aged 18 years and above) at HHs level. This should consider appropriate gender ratio (male-female respondents) along with ethnicity, persons with disability and other forms of vulnerabilities.

In addition, the responsible duty bearers, such as: Courts, police, lawyers, Human Rights Defenders (HRDs), Peace leaders and CSOs would also be targeted in this survey to assess their understanding and perception

and satisfaction on the roles, functions and initiatives of NHRC (as National Human Rights Institution) to redress Human Rights violations in Bangladesh.

#### **G. Key Deliverables:**

The expected key outputs from the assignment are:

1. Submission and acceptance of an inception report:  
This will highlight detail survey methods (including sample design, selection and distribution of sample respondents, data collection tools/techniques, data quality control mechanisms, team composition by involving specialise persons and detail work plan).
2. Preparation and submission of a set of questionnaires and checklists (as instruments for data/information collection) based on the category of respondents (English and Bangla version) and consult with NHRC and HRP focal points.
2. A detail and compiled database and information that collected and compiled from HHs Survey and Qualitative results Assessment. The original data set should insert in the form of SPSS/STATA or Microsoft Access/Excel.
3. Submission of draft survey report:  
This will demonstrate the findings of analysis on thematic rights issues/concerns and results of initiatives taken by the NHRC and HRP-UNDP at different levels of Bangladesh. This will also include a set of recommendations relating to specific issues/concerns. The survey team should debrief the findings.
4. Submission of final study report (with hard and soft copy):  
The final report should incorporate relevant feedback/suggestion and submit to the focal point and management of the HRP-UNDP.

#### **H. Timelines and Deliverables:**

The duration of this assignment is within the period of 3 months.

The detail time allocation, payment as per deliverables are noted below:

As per RFP Document

#### **I. Supervision and Contact Person:**

The selected consulting firm/organization will report to and work under supervision of the Chief Technical Adviser. M&E Expert of HRP will serve as a primary contact person for day to day issues on this study. The institution/firm will work in close collaboration with NHRC and HRP team, particularly with Data Analysis Expert.

#### **J. Methodology and Study Implementation Process:**

The institution/consulting firm will undertake all activities related to the assignment – that includes design of the study, methodology and data collection, data collection instruments, quality control mechanisms, data analysis, report generation, process for dissemination of findings. The detail implementation process of this study should include but not limited to the following.

## 1. Study design

The survey designs should insert both quantitative and qualitative approach to extract all relevant data/information from primary and secondary sources. The design also needs to define nature of data/information to be collected from which category of the audiences. The survey team should introduce a clear flow of information sources, collection proceedings, quality control, analysis to generate the study findings.

At the time of study design, the survey team should review all relevant documents including the Baseline Survey Report, 2011 and the follow-up Report, 2015 (not published) of the National Human Rights Commission, Bangladesh (NHRCB) and the Human Rights Programme (HRP), UNDP. For clear understanding of the NHRC and HRP-UNDP project, the assigned institution/firm should organize a planning meeting with the NHRC, UNDP, Development Partners (DPs).

### Application of quantitative Approach

The study will significantly apply quantitative survey method to extract people's understanding, perception, attitudes and behaviour (disaggregated by gender, ethnicity, diversity and age) on Human Rights issues. This will also support to examine people's perception and satisfaction on the existence, functions, initiatives and services of the National Human Rights Commission (NHRC) in redressing Human Rights in Bangladesh.

### Sampling Plan:

The sample respondents would be selected in such a way that all category of respondents is covered such as gender, (male-female ratio), ethnicity and diversity etc. The respondents would be selected from different layer and location randomly applying Simple Random Sampling method.

### Sample Size determination:

For selection of the sample size for perception survey, the following formula will be used:

$$n = \frac{(z)^2 p q}{d^2}$$

Where,

n = Desired sample size

z = Standard normal deviation set at 95 percent confidence interval

p = Proportion in the target population estimated to have understanding on HRs issues (set as 30%).

q = 1.0 – p

d = Degree of accuracy desired set at 0.05

$$n0 = \frac{n}{1 - n/N}$$

Where, N= total population in respective area. Hence the calculated sample population is set as 322/district. However, the total sample population will be as **3220 for 10 HRP priority districts**<sup>1</sup>. The sample population should be proportionately distributed in the case of gender, ethnicity and diversity.

<sup>1</sup> 10 HRP priority districts are: Madaripur, Barishal, Satkhira, Khulna, Gaibandha, Dinajpur, Cox's Bazar, Sirajganj, Habiganj, Mymensingh.



#### Development of data collection tools

- The institution/firm will develop both qualitative and quantitative data collection tools in both English and Bangla version based on thematic rights issues and areas of concerns as noted in the earlier section of the ToR.
- The institution/firm should arrange field testing of the data collection tools involving field data enumerators and quality controllers in non-sampling areas;
- The institution/firm should set a realistic proportion of sample to extract relevant data/information from target audiences.

#### Survey Implementation

- Assigned the study team:  
This should combine a number specialised and experienced members including thematic experts, statistician, data analyst, quality controllers and enumerators. The institution/firm is encouraged to go give priority to local candidates for division wise survey while recruiting data enumerators.
- Organise intensive training/orientation for the study team:  
The institution/firm will develop a guideline for all persons to be involved in field data collection, quality control and verification process. The process should include focal persons from the NHRC and HRP-UNDP to oversee the process.
- Work progress review:  
HRP-UNDP and NHRC will review work progress on a periodic basis where representative of UNDP may participate. The review process should ensure participation of all team members to verify the quality and progress of assigned works.
- Field data collection:  
The institution/firm will collect field data as per work plan and sampling list through applying appropriate data/information collection instruments (i.e. questionnaires/checklists) and guideline. HRP and NHRC will closely monitor the overall process of field-based data/information collection, quality control mechanisms.
- Progress report:  
The institution/firm shall provide progress report outlining the progress of the study on a fortnightly basis and share to HRP-UNDP.
- Representatives from HRP, UNDP & NHRCB will have the liberty to check and monitor study process/products and make recommendations/suggestions at any stage of the study. The institution/firm needs to be ready to address those valid recommendations/suggestions.

#### Application of qualitative Approach

The study will apply a set of qualitative methods to extract relevant and appropriate information from the target audiences. These will be as follows:

SL	Qualitative methods	No. of events	Project Beneficiaries including general people of working areas
1	FGD	20 (2 in each district)	Community people (focus on rural and urban settings)
2.	KII	50	HRDs, CSOs, Police, Lawyers and Local authorities
3.	Case studies/stories	10	The beneficiaries, who have direct connection with HRP and NHRC initiatives

In addition:

- All relevant literature and documents may be reviewed to fill in any gaps that a survey, by its nature, cannot address and to inform the results, analysis and conclusions drawn.
- All relevant law and policy may be reviewed to and incorporated into the chapter of the report.

#### K. Data analysis & Report Preparation

**Data management:** The consulting institution/firm will complete data entry at their venue with necessary processing and cleaning using appropriate data processing Programme. It is expected that the firm will use appropriate data quality assurance mechanism in data management to ensure error free data set for analysis.

**Data analysis:** The data analysis will follow current international best practices of appropriate statistical analysis. The analysis will include, but will not be limited to, the following:

- ✓ Descriptive statistics including: distributions, averages, weights and variance as relevant for each variable.
- ✓ Presentation of data in both tabular and graphic form.
- ✓ Analysis by different geographic locations including the whole sample; socioeconomic status of respondents; sex, age, education, occupation and ethnicity segmentation.
- ✓ The firm will develop a draft tabulation plan and will share it with the HRP team. After necessary discussion and receiving concurrence from HRP, the firm will complete the data analysis to fit into the tabulation plan with interpretations.

**Preliminary Findings:** The institution/firm will debrief the draft report and preliminary findings for discussion with HRP-UNDP and NHRC.

**Draft Report:** The institution/firm will prepare a draft report and share it with HRP-UNDP and NHRC. They will incorporate the feedback/suggestion to produce the final draft and will submit to the HRP-UNDP Bangladesh.

**Final Report:** The institution/firm will submit the **final report** to HRP-UNDP Bangladesh with incorporation of all comments and feedbacks received from the internal sharing session or any other form.

#### L. Findings Dissemination

**Internal Sharing:** The institution/firm will make at least one internal presentation (to be organized by the HRP, UNDP Bangladesh) on the findings of the survey for internal review and feedback in which representatives from the HRP, UNDP Bangladesh, Development partners (DPs) & NHRC, will participate.

**Wider dissemination:** The institution/firm will disseminate the findings and report of the survey through a wider dissemination session (HRP, UNDP Bangladesh) where representatives from different stakeholder groups including development partners, government, civil society, NGO, media etc. will be invited.

### 1. REQUIREMENTS FOR CONSULTING FIRM/ORGANIZATION

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As per RFP Document

#### 2. INPUTS

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- I. HRP/UNDP will assist with financial support based on the financial proposal. All the required budget lines need to be submitted to the UNDP accordingly. All the inputs to carry out the assignment will have to be financed by the contracted firm/organization.
- II. Payment will be paid according to the accomplishment of the deliverables to the Consulting Firm.

### 3. EVALUATION

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*The consulting firm/organization will be evaluated based on the following methodology:*

As per RFP Document

#### **BASIS OF TECHNICAL EVALUATION**

As per RFP Document

Following the Technical evaluation, in the second stage, the price proposal of all qualified firms, which have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the firm offering the "best value for money" based on the cumulative method.

In this methodology, Technical Criteria weight is 70 and Financial Criteria weight is 30. Accordingly, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. A formula is as follows:

$$p = y (\mu/z)$$

Where:

- p = points for the financial proposal being evaluated
- y = maximum number of points for the financial proposal
- $\mu$  = price of the lowest priced proposal
- z = price of the proposal being evaluated.

#### **A. BACKGROUND DOCUMENTS:**

The following documents will be provided to the Consulting Firm by UNDP/HRP Project to perform the contract.

##### **Core UNDP documents**

- United Nations Development Assistance Framework (UNDAF)
- Country Programme document (CPD)

##### **Core programme documents**

- Baseline study report 2011
- Follow up study report 2015
- Pro-Doc, TPP and other planning documents
- Inception phase Assessment of HRP
- M & E Plan
- Training Manual on Gender and diversity
- All Quarterly Progress Reports
- All Annual Progress Reports
- Field visit reports
- Approved AWP
- CSOs Performance Evaluation Reports
- PAB meeting minutes
- PIC meeting minutes
- Copy of the CSOs contracts
- Other knowledge products produced under the project intervention

**Declaration**

Date:

**United Nations Development Programme**

UNDP Registry, IDB Bhaban, Agargaon

Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment \_\_\_\_\_

**Reference:** Re-RFP-BD-2019-016

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,

