REQUEST FOR PROPOSAL (RFP-BD-2019-051)



	resilient nations.
	DATE: November 4, 2019
NAME & ADDRESS OF FIRM	REFERENCE: RFP-BD-2019-051

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for Hiring Firm to Conduct 'Citizen Perception and Satisfaction Survey of Services Delivered by Upazila Parishad and Union Parishad'.

Proposals shall be submitted on or before 04.30 pm (local BD Time) on 18th November 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 e-Tendering system. Bid must be submitted using online e-Tendering system at the link furnished below:

https://etendering.partneragencies.org; by using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest **Password:** why2change

And follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of **120 days**. You kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it is submitted into the system within deadline. e system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (with file name less than 60 characters) in PDF format which must be free from any virus or corrupted flies. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, will not be considered for evaluation.

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

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

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements. The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP. UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Sonia Mehzabeen Operations Manager 11/4/2019

Description of Requirements

Context of the	· · · · · · · · · · · · · · · · · · ·
Requirement	by Upazila Parishad and Union Parishad'
Implementing Partner of UNDP	Efficient and Accountable Local Governance (EALG) Project.
Brief Description of the Required Services	Strengthening local governance has been a key focus of not only the government of Bangladesh, but also different donor agencies. Considering the importance of the issue, UNDP has been working to strengthen the local governance system in Bangladesh for more than a decade. UNDP lead support projects to the LGIs have played an important role in reforming the Union Parishad (UP) and Upazila Parishad (UZP) tier of government. UNDP in collaboration with SDC and DANIDA through EALG project is planning to support UZP and UP to improve service delivery. The project has three major program components, including Strengthening Upazila Parishad (SUZP: Component-1); Strengthening Union Parishad (SUP: Component-2) and Policy for Effective Local Governance (PELG: Component-3) to strengthen overall decentralization/ devolution process.
	 To assess the level of understanding, awareness of citizen from different background on roles and responsibilities of UPs and UZPs; To explore level of citizens' participation and engagement in local government functioning process e.g. in planning, budgeting and implementation of development schemes at local level; To understand the level of citizens' satisfaction on services received and or services delivered by the local government institutions (UPs and UZPs); To identify impediments that hinder effective participation of citizens and generate pragmatic recommendations for UPs and UZPs to improve citizen participation in local development.
List and Description of Expected Outputs to be Delivered	 Submission and acceptance of inception report: describing study methodology, determination of sample size, identification of respondents, data collection tools/techniques, interview protocol, data quality assurance procedure, involvement of experts, questionnaires (English and Bangla version) and detail work plan. During the preparation of the inception report, the study team shall consult with EALG staffs, LGI Officials, CSOs and other relevant stakeholders as needed. Completion of data collection and analysis: data collection for HH survey and qualitative results assessment by the trained Data Enumerators and completion of data entry and analysis of both HH survey and qualitative results assessment. Submission of draft report: including all key deliverables of HH survey, qualitative results assessments, findings, conclusions and recommendations. Original data

set used statistical software - SPSS or Microsoft Access. The Consulting Firm will also debrief the draft report to the respective audience. 4. Submission of final report: detail hard and soft copy of the Final Survey Report incorporating all deliverables along with findings, conclusions and recommendations. SN **Deliverables of Assignment** Time allocated (Days) A. Submission of an inception report: describing study Within 10 days of methodology, determination of sample size, contract identification of respondents, data collection commencement tools/techniques, interview protocol, data quality assurance procedure, involvement of experts, questionnaires (English and Bangla version) and detail work plan. B. Submission of draft report: including all Within 60 days of key deliverables HH Survey, qualitative results contract assessments, findings, conclusions and commencement recommendations. Original data set in wildly used statistical software - SPSS or Microsoft Access. The Consulting Firm will also debrief the draft report to the respective audience. C. Submission of high-quality final study report in Within 90 days of publishable form consisting two parts (brief summary contract report and detail report) with hard and soft copy. commencement Submission of 1) datasets (cleaned) SPSS/STATA/Excel file and 2) all data collection tools, including questionnaires. **Total estimated period** Over 3 months period Person to The selected consulting firm/organization will report to and work under supervision of Supervise the the Project Coordinator of EALG project. M&E and MIS Officer of EALG Project will serve Work/Performance as a primary contact person for day to day issues on the study. The firm will work in close of the Service collaboration with EALG and LGD team. Provider Frequency of As indicated in the TOR Reporting **Progress Reporting** As indicated in the TOR Requirements Location of work ☑ As indicated in the TOR **Expected duration** This consultancy will require 45 working days over a period of 3 months. of work Target start date December, 2019 Latest completion February 2020

date

Travels Expected

As indicated in the ToR

Special Security	⊠ Oth	ers Not Applicable			
Requirements					
Facilities to be	All costs related to this assignment including logistics, office arrangements,				
Provided by UNDP	accommodation, travel etc. shall be borne by the contractor. Whereas UNDP will pay the				
(i.e., must be		sum amount as per contract shall be paid as achievement of	of milestones as per the		
excluded from	ToR.				
Price Proposal)					
Implementation	⊠ Req	uired			
Schedule indicating					
breakdown and					
timing of					
activities/sub-					
activities					
Names and	⊠ Rec	quired			
curriculum vitae of	SN	Deliverables of Assignment	Time allocated		
individuals who			(Days)		
will be involved in	A.	Submission of an inception report: describing study	Within 10 days of		
completing the		methodology, determination of sample size,	contract		
services		identification of respondents, data collection	commencement		
		tools/techniques, interview protocol, data quality			
		assurance procedure, involvement of experts,			
		questionnaires (English and Bangla version) and detail			
		work plan.			
	В.	Submission of draft report: including all key	Within 60 days of		
		deliverables HH Survey, qualitative results	contract		
		assessments, findings, conclusions and	commencement		
		recommendations. Original data set in wildly used			
		statistical software - SPSS or Microsoft Access. The			
		Consulting Firm will also debrief the draft report to the			
		respective audience.			
	C.	Submission of high-quality final study report in	Within 90 days of		
		publishable form consisting two parts (brief summary	contract		
		report and detail report) with hard and soft copy.	commencement		
		τρι τη της της της της της της της της της			
		Submission of 1) datasets (cleaned) in			
		SPSS/STATA/Excel file and 2) all data collection tools,			
		including questionnaires.			
		Total estimated period	Over 3 months		
		•	period		
Currency of	□Uni	ted States Dollars	P		
Proposal	☐ Eur				
	_				
Value Added Tay		al Currency BDT			
Value Added Tax	⊠ Mu:	st be inclusive of VAT and other applicable indirect taxes			
on Price Proposal					
Maliaba Desired of		O days			
Validity Period of		reptional circumstances, UNDP may request the Proposer			
Proposals	the P	roposal beyond what has been initially indicated in this R	FP. The Proposal shall		
(Counting for the					

last day of submission of		confirm the extension in writing, without arosal.	ny modification wh	natsoever on the
quotes)	Flop	Osai.		
Partial Quotes	⊠ No	ot permitted		
Payment Terms	SN	Deliverables of Assignment	Time allocated (Days)	% of payment
	A.	Submission of an inception report: describing study methodology, determination of sample size, identification of respondents, data collection tools/techniques, interview protocol, data quality assurance procedure, involvement of experts, questionnaires (English and Bangla version) and detail work plan.	Within 10 days of contract commencement	20% of total
	B.	Submission of draft report: including all key deliverables HH Survey, qualitative results assessments, findings, conclusions and recommendations. Original data set in wildly used statistical software - SPSS or Microsoft Access. The Consulting Firm will also debrief the draft report to the respective audience.	Within 60 days of contract commencement	40 % of total
	C.	Submission of high-quality final 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 tools, including questionnaires.	Within 90 days of contract commencement	40 % of total
			Over 3 months period	100%
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Paym	ct Co-Ordinator, EALG ent for services of the contractor will be made ontract administrator.	upon satisfactory o	certification by
Type of Contract to be Signed	⊠ Ins □ Co □ Loi the co	rchase Order stitutional Contract entract for Professional Services eng-Term Agreement (if LTA will be signed, specentl-off. E.g., PO, etc.) end off contract [pls. specify]	ify the document th	nat will trigger
	⊠ Hig	ghest Combined Score (based on the 70% tech bution)	nical offer and 30%	6 price weight

Criteria for ☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is Contract Award a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Criteria for the Evaluation and comparison of proposals: Prior to the technical evaluation all proposals Assessment of will be screened based on the minimum eligibility criteria mentioned below: **Proposal** A. Minimum requirements/eligibility of the consulting firm/organization: Company profile (not exceed 15 pages) describing the nature of business, field of expertise, license, certification etc.; Updated business license (registration, tax payment, VAT); Latest audited financial statement of last 2 years; Written self-declaration that the company is not in the UN security council 1267/1989 list or other UN ineligibility list; Consulting firm/organization should have track record of minimum 5 years in Survey/ Monitoring & Evaluation of large-scale Government / Development Partners supported programmes / projects; Minimum one (1) similar type of study on local government issue conducted in past 3 years; Along with other manpower required for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal: **Minimum Eligibility Criteria for the Human resource:** Team Leader/Lead Researcher (1 position) Minimum Masters' in Social Sciences/Degree in Political science/Public Administration/Governance or Development Studies; Minimum 10 years' progressive experience in conducting research/ assessments/reviews /citizen perception survey of similar nature; Proven experience in conducting research on local government issue; (Please provide report name) Minimum 2 assignments focusing governance related citizen perception survey/research as team lead; (List of completed research or links of publications to be enclosed). **Qualitative Research Specialist (1 position)** Minimum Masters' in Political science/ Public Administration/ Governance /or Development Studies or any relevant social science field; Minimum 7 years progressive experience in conducting research/ assessments/ reviews /citizen perception survey of similar nature; Proven experience in conducting research on local government issue (Please provide report name);

Data Scientist (1 position)

- Minimum master's in computer science/ Statistics/ Economics, or any other discipline of Social Sciences;
- Minimum 5 years' experience in the design and implementation of MIS in development projects implemented by national/international NGOs/UN bodies/ Government;
- Experience on the SPSS and MS-ACCESS/other MIS software development;

Field Coordinator (1 position)

- Minimum master's in social sciences/ Political Science/Public Administration/ Governance Studies/ Development Studies/ Sociology;
- Minimum 4 years' progressive experience in conducting/coordinating research/ assessments/reviews/citizen perception survey of similar nature;

Data Enumerators (Please propose)

- Minimum graduate in any discipline;
- Minimum 2 years' in experience in field data collection;

Technical Proposal (70%)

	Technical Evaluation Criteria Summary of Technical Proposal		
	Evaluation Forms	Obtainable	
1.	Overall experience and expertise of the organization/firm	15	
2.	Expertise of key personnel assigned to the survey	25	
3.	Methodology proposed in the technical proposal of the survey	30	
Tot	al	70	

Section 1: Overall experience and Expertise of the organization/Firm	Points
	Obtainable
	15
1.1 Experience in working with Government/National and	5
International Organization/Donor Agencies on	
research/study/evaluation	
1.2 Experience in similar study especially on local government issue	10
Section 2: Expertise of Key personnel assigned to the research	25
2.1 Qualification of Team Leader in terms of educational qualification,	7
professional experience, working experience as mentioned in the ToR	
2.1 Qualification of other team members in terms of educational	18
qualification and relevant experience as mentioned in the ToR	
Section 3: Methodology proposed in the technical proposal of the	30
research	
3.1 Appropriateness and relevance of research methodology i.e.	10
overall approach, desk review technique & tools, models, etc.	
3.2 Overall understanding of the assignment i.e key assessment	10
indicators, knowledge on assignment domain, etc.	

	3.3 Proposed work plan and timeline relevant to the assignment as per the ToR	4	
	3.4 Coverage of inquiries/investigation (both primary & secondary sources) proposed for the research	3	
	3.5 Risk management & overall flexibility to the assignment	3	
	Total for technical proposal	70	
UNDP will award the contract to:	☑ One and only one Service Provider		
Annexes to this	☑ Form for Submission of Proposal (Annex 2)		
RFP	☐ General Terms and Conditions / Special Conditions (Annex 3)		
	☑ Detailed TOR (Annex 4)		
	☑ Written Self-Declaration (Annex 5)		
	UNDP Procurement Cluster, UNDP Bangladesh		
Contact Person for Inquiries	bd.procurement@undp.org		
(Written inquiries	If any potential company has any query about the RFP document, that has		
only)	submitted to the UNDP contact person mentioned above through email ID		
	bd.procurement@undp.org within 11 November 2019 by 4.30 pm.		
	"Attn. BD Procurement- Queries on RFP-BD-2019-051, Hiring Firm to Conc Perception and Satisfaction Survey of Services Delivered by Upazila Paris Union Parishad'.		
	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 necessar	ary and	
	communicates a new deadline to the Proposers.		
Other Information	* For attention:		
[pls. specify]	The Financial Proposal and the Technical Proposal files MUST BE SEPARAT	<u>E</u> and	
	uploaded <u>SEPARATELY</u> . Financial proposal must be 'password' protected.		
	A pre-bid meeting will be held at IDB Bhaban, 19 th floor meeting room, fo		
	clarification on the bidding document and ToR on 11 November 2019 at 1	1.00 AM.	
	Note: Bidder needs to carry a valid Passport/NID/Credit or Deb photo/Original driving license to enter IDB Bhaban for the pre-bid meeti		

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL (This Form must be submitted only using the Service Provider's Official Letterhead/Stationery)

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

Minimum eligibility criteria of the consultancy firm:

- Company profile (not exceed 15 pages) describing the nature of business, field of expertise, license, certification etc;
- Updated business license (registration, tax payment, VAT);
- Latest audited financial statement of last 2 years;
- Written self-declaration that the company is not in the UN security council 1267/1989 list or other UN ineligibility list;
- Consulting firm/organization should have track record of minimum 5 years in Survey/ Monitoring & Evaluation of large-scale Government / Development Partners supported programmes / projects;
- Minimum one (1) similar type of study on local government issue conducted in past 3 years;

Minimum eligibility criteria of key personnel:

Team Leader/Lead Researcher (1 position):

- Minimum Masters' in Social Sciences/Degree in Political science/Public Administration/Governance or Development Studies;
- Minimum 10 years' progressive experience in conducting research/ assessments/reviews /citizen perception survey of similar nature;
- Proven experience in conducting research on local government issue; (Please provide report name)
- Minimum 2 assignments focusing governance related citizen perception survey/research as team lead; (List of completed research or links of publications to be enclosed).

Qualitative Research Specialist (1 position)

- Minimum Masters' in Political science/ Public Administration/ Governance /or Development Studies or any relevant social science field;
- Minimum 7 years progressive experience in conducting research/ assessments/ reviews /citizen perception survey of similar nature:
- Proven experience in conducting research on local government issue (Please provide report name);

Data Scientist (1 position)

- Minimum master's in computer science/ Statistics/ Economics, or any other discipline of Social Sciences;
- Minimum 5 years' experience in the design and implementation of MIS in development projects implemented by national/international NGOs/UN bodies/ Government;
- Experience on the SPSS and MS-ACCESS/other MIS software development;

Field Coordinator (1 position):

- Minimum master's in social sciences/ Political Science/Public Administration/ Governance Studies/ Development Studies/ Sociology;
- Minimum 4 years' progressive experience in conducting/coordinating research/ assessments/reviews/citizen perception survey of similar nature;

Data Enumerators (Please propose)

- Minimum graduate in any discipline;
- Minimum 2 years' in experience in field data collection;

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

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

No	Items	Unit name	Qty	# Units	Unit Cost (BDT)	Item cost (BDT)
1	2	3	4	5	6	7 = Col 4*5*6
Α	Human Resources					
1	Team Leader/Lead Researcher	person-day	1			
2	Qualitative Research Specialist	person-day	1			
3	Data Scientist	person-day	1			
4	Field Coordinator	person-day	1			
5	Data Enumerators	person-day	Please			
			mention			
	Sub Total					
	VAT					
	Grand Total					
In W	ord:					

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

Items	Unit name	Qty	# Units	Unit Cost (BDT)	Total (BDT)
I. Personnel Services					
Team Leader/Lead Researcher	person-day	1			
Qualitative Research Specialist	person-day	1			
Data Scientist	person-day	1			
Field Coordinator	person-day	1			
Data Enumerators	person-day	Please			
		mention			

Items	Unit name	Qty	# Units	Unit Cost (BDT)	Total (BDT)
II Out of Pocket expenses					
Daily Allowances for Project Staffs					
Travel Allowance					
III Other related costs					
Town Level pin-up session					
Reports and UPP printing					
Map and Ward Atlas printing					
Meeting at the selected communities (5 to 6 communities					
in each city)					
Sub-Total (I+II+III)					
VAT					
Grand Total					

[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.
- 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.
- 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

- 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.
- 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 Hiring Firm to Conduct 'Citizen Perception and Satisfaction Survey of Services Delivered by Upazila Parishad and Union Parishad'

AGENCY/PROJECT NAME: Efficient and Accountable Local Governance (EALG)

Project

DURATION: 45 working days over a period of 3 months

COUNTRY OF ASSIGNMENT: Bangladesh

A. Project Title:

Efficient and Accountable Local Governance (EALG) Project.

B. Background of the Project:

Strengthening local governance has been a key focus of not only the government of Bangladesh, but also different donor agencies. Considering the importance of the issue, UNDP has been working to strengthen the local governance system in Bangladesh for more than a decade. UNDP lead support projects to the LGIs have played an important role in reforming the Union Parishad (UP) and Upazila Parishad (UZP) tier of government. UNDP in collaboration with SDC and DANIDA through EALG project is planning to support UZP and UP to improve service delivery. The project has three major program components, including Strengthening Upazila Parishad (SUZP: Component-1); Strengthening Union Parishad (SUP: Component-2) and Policy for Effective Local Governance (PELG: Component-3) to strengthen overall decentralization/ devolution process.

Objective of the Project:

Strengthen the capacities of local governments and other stakeholders to foster participatory local development service delivery for the SDGs (especially achieving the goals and targets of 1,1.3, 4,5,6,11-b,15 and 16.7) This project has the following three components;

- 1. Strengthening Upazila Parishad (SUZP)
- 2. Strengthening Union Parishad (SUP)
- 3. Policy for Effective Local Governance (PELG)
- 1: Strengthening Upazila Parishad (SUZP) Component emphasize the strengthening capacities of UZPs to improve service delivery. It would enable strengthening the governance framework of UZPs for inclusive, effective and accountable planning and improved service delivery. Moreover, it will work to improve the financial management of UZPs for improved funding absorption capacity and accountability, strengthened downward accountability of the UZP Committees through effective and inclusive public engagement mechanisms and practices. Additionally, it will strengthen the ability of female Upazila parishad members to fulfil their role and responsibilities in council work.
- **2: Strengthening Union Parishad (SUP)** Component focuses on enhancing capacities of UPs for participatory local development. It would attempt to: i. strengthen the capacity of the UPs to provide pro-poor, effective and accountable services; ii. Make the UPs more climate resilient through prioritizing resilience measures in the UP-development plan;

and iii. Empower and institutionalize the space for poor and marginalized citizens especially women to become engaged in the decision-making process of UP.

3: Policy for Effective Local Governance (PELG): Component will provide policy support to the GoB for establishing effective local government irrespective of tiers.

C. Objectives of the assignment:

- To assess the level of understanding, awareness of citizen from different background on roles and responsibilities of UPs and UZPs;
- To explore level of citizens' participation and engagement in local government functioning process e.g. in planning, budgeting and implementation of development schemes at local level;
- To understand the level of citizens' satisfaction on services received and or services delivered by the local government institutions (UPs and UZPs);
- To identify impediments that hinder effective participation of citizens and generate pragmatic recommendations for UPs and UZPs to improve citizen participation in local development.

D. Description of the Assignment:

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

• Part I: A representative HH Survey will be designed and conducted as a follow up survey of the Baseline Survey conducted in early 2019 under EALG project, especially focusing to assess perception, attitude and behavior of people on services delivered by selected Upazila Parishads and Union Parishads.

The EALG project is supporting Union Parishad and Upazila Parishad to make them more responsive and accountable to the community. The survey will specially focus on understanding, awareness, perception of people on UPs and UZPs roles and responsibilities and services delivered by Union Parishads and Upazila Parishads. The citizens' satisfaction sample surveys will be carried out with five scales or mode of satisfaction. This quantitative survey is expected to take around 3,975 respondents as sample covering 251 Unions Parishads (UPs), 18 Upazila Parishads (UZPs) under nine districts of eight divisions, including treatment groups (annex 1.A) and control groups (annex 1.B) and around 18 Focus Group Discussions (FGDs) and 18 Key Informant Interviews (KIIs). The data collection and analysis of the survey will emphasize on disaggregation by treatment/control area, division, male/female, poor/non poor and marginalized population as applicable.

The survey team of the Consulting Firm will conduct desk review with EALG Project personnel /staff from very beginning to gather information and to conduct the assignment smoothly.

• Part II: The EALG project is supporting Local Government Institutions (LGIs) to develop and implement improved social policies and programs that focus on good governance. As a part of the overall study, a qualitative assessment will be designed and conducted to assess results (focusing outcomes and impacts). For this, an appropriate qualitative sampling methodology will be used following the relevant qualitative data collection and analysis tools. It is expected that around in-depth interviews of 100 beneficiaries, 18 FGDs and 18 KIIs shall be conducted for this qualitative assessment part.

The study will document success stories of project, especially knowledge, attitude and practice of individuals living in selected areas. It is expected that the firm will do in-depth research to show attribution/contribution of EALG in the success stories.

E. Geographical Coverage:

The overall targeted geographical area for the follow-up survey includes 18 upazilas of nine districts under eight Divisions in EALG project in Bangladesh. The working area of the project is mentioned below. This perception survey will use the same control groups identified by the baseline survey conducted in early 2019 (attached as annex 1.B).

Division	District	Upazila	Numbers of UPs
Dhaka	Faridpur	Bhanga & Modhukhali	30
Chattogram	Chandpur	Faridganj & Haimpur	30
	Cox's Bazar	Ukhia and Teknaf	11
Sylhet	Sunamganj	South Sunamganj & Tahirpur	30
Rajshahi	Rajshahi	Bagmara & Mohonpur	30
Khulna	Khulna	Rupsha & Dacope	30
Barishal	Patuakhali	Kolapara & Rangabali	30
Rangpur	Rangpur	Mithpukur & Kaunia	30
Mymensingh	Netrokona	Khaliajuri and Kolmakanda	30
Total	9 Districts	18 Upazilas	251 UPs

F. Target Respondents:

The quantitative survey will be conducted at household level with any persons aged between 11 and 60 years. The study sample shall consider appropriate representation of treatment/control, male/female, poor/ non poor, disadvantaged group, ethnic group, among others. In addition, current service providers of LGIs who provide services to community people would also be targeted by the survey to assess their awareness of the EALG and their role in assisting to implement the programmes.

G. Key Outputs:

The expected key outputs/deliverables from the assignment are:

- 5. Submission and acceptance of inception report: describing study methodology, determination of sample size, identification of respondents, data collection tools/techniques, interview protocol, data quality assurance procedure, involvement of experts, questionnaires (English and Bangla version) and detail work plan. During the preparation of the inception report, the study team shall consult with EALG staffs, LGI Officials, CSOs and other relevant stakeholders as needed.
- 6. Completion of data collection and analysis: data collection for HH survey and qualitative results assessment by the trained Data Enumerators and completion of data entry and analysis of both HH survey and qualitative results assessment.
- 7. Submission of draft report: including all key deliverables of HH survey, qualitative results assessments, findings, conclusions and recommendations. Original data set used statistical software SPSS or Microsoft Access. The Consulting Firm will also debrief the draft report to the respective audience.
- 8. Submission of final report: detail hard and soft copy of the Final Survey Report incorporating all deliverables along with findings, conclusions and recommendations.

H. Timelines and Deliverables:

The assignment is expected to be carried out and to be completed within 03 months period. The expected start date of the assignment is 01 December 2019. Deliverables and payment are expected in following timeline.

SN	Deliverables of Assignment	Time allocated (Days)	% of
			payment
Α.	Submission of an inception report: describing study methodology, determination of sample size, identification of respondents, data collection tools/techniques, interview protocol, data quality assurance procedure, involvement of experts, questionnaires (English and Bangla version) and detail work plan.	Within 10 days of contract commencement	20% of total
B.	Submission of draft report: including all key deliverables HH Survey, qualitative results assessments, findings, conclusions and recommendations. Original data set in wildly used statistical software - SPSS or Microsoft Access. The Consulting Firm will also debrief the draft report to the respective audience.	Within 60 days of contract commencement	40 % of total
C.	Submission of high-quality final 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 tools, including questionnaires.	Within 90 days of contract commencement	40 % of total
	, , , , , , , , , , , , , , , , , , , ,	Over 3 months period	100%

I. Supervision and Contact Person:

The selected consulting firm/organization will report to and work under supervision of the Project Coordinator of EALG project. M&E and MIS Officer of EALG Project will serve as a primary contact person for day to day issues on the study. The firm will work in close collaboration with EALG and LGD team.

J. Methodology and Study Implementation Process:

The consulting firm/institution will undertake all activities related to the assignment – that include designing study methodology and data collection tools, study implementation, data analysis, report generation and dissemination of findings. The detail implementation process shall include but not limited to the following.

Survey design

The team of experts (led by a team leader) of the selected firm is responsible for developing a survey design. Survey is heavily focused on quantitative methods (Task I), which are supplemented by qualitative methods (Task II). In the proposal, bidding firms are requested to elaborate survey designs (with focus on quantitative methods) based on the given information, which accounts for 30% of total score of the proposal.

- The firm shall organize a planning meeting at the beginning of the study design with the EALG project staff, LGD officials, Development Partners (DPs) and UNDP team. It is expected that the key team members of the study team will participate in the planning meeting, and the team leader shall facilitate the meeting.
- The study team will develop inception report clarifying study methodology, determination of sample size, identification of respondents, data collection tools/techniques, interview protocol, data quality assurance procedure, involvement of experts, questionnaires (English and Bangla version) and detail work plan. During the preparation of the inception report, the study team shall consult with EALG project, UNDP Bangladesh as needed.

I. Sampling Plan:

The sample of respondents would be selected in such a way that all category of respondents is covered such as male, female, third gender and ethnicity etc. The respondents would be selected from different layers and location randomly applying Simple Random Sampling method. Note that this perception survey will use the same control groups as the baseline survey conducted in early 2019.

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 a characteristic (could be 30%).

q = 1.0 - p

d = Degree of accuracy desired set at 0.05

Distribution of sample size:

Division	District	Sample size
Dhaka	Faridpur	475
Chattagram	Chandpur	475
	Cox's Bazar	175
Sylhet	Sunamganj	475
Rajshahi	Rajshahi	475
Khulna	Khulna	475
Barishal	Patuakhali	475
Rangpur	Rangpur	475
Mymensingh	Netrokona	475
Total	9 districts	3,975

II. Development of data collection tools

- The firm will develop both qualitative and quantitative data collection tools in English and translate into Bangla; by ensuring their relevance and value to the project's expected results and set indicators and share these tools with EALG for comments.
- Survey questionnaires should adopt the coding to measure perceptions and do quantitative analysis at later stage.
- The firm will arrange field testing of the tools involving field data enumerators and quality controllers in non-sampling areas.
- The firm will print the data collection tools as per determined sample size.

III. Survey Implementation

 Recruitment of study team: the selected firm will recruit sufficient number of required qualified and experienced study team members including thematic experts, statistician, data analyst, field coordinator, quality controller and enumerators.

- Training to data collection team: the selected firm will develop training modules for all persons to be
 involved in field data collection and quality control and organize a residential training programme for
 the enumerators and quality controllers that include both in-house training and repeated practice
 sessions through role-plays followed by field practice in areas outside selected sample areas. EALG staff
 will attend the training as observers.
- Work progress review: The firm, EALG will review work progress on a periodic basis where representatives of UNDP and LGD may participate. It is expected that all key members of the study team will participate.
- Field data collection: The firm will collect data as per sampling list using finalized tools and guidelines. EALG staff and LGD shall make few field visits to monitor the field data collection process. A tab-based data collection with GPS location would be preferable.
- Progress report: The firm shall provide brief progress report outlining the progress of the study on a fortnightly basis and share with EALG.
- Representatives from EALG, UNDP & LGD will have the liberty to check and monitor study process/products and make recommendations/suggestions at any stage of the study. The firm needs to be ready to address those valid recommendations/suggestions.

a. Quantitative Survey

Quantitative-focused household surveys shall be conducted in both treatment and control groups identified in the baseline survey conducted in early 2019. KAP (Knowledge, Attitudes and Perceptions) survey method shall be adopted. Perception segments in survey questionnaires need to be properly coded for quantitative analysis to be undertaken at a later stage. Detailed methodologies shall be proposed by the bidders in their proposal. Tab based data collection with GPS location is preferable for collecting household level information.

b. Qualitative Survey

The two main methodologies to be employed during the qualitative survey are:

- Focus-group discussions (FGDs): At least 18 with respondents of respective location.
- Key informant interviews (KIIs): At least 18 with the stakeholders including LGI Personnel and CSOs.

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 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. Analysis should focus on quantified data using coding.

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

Preliminary Findings: The firm will debrief the draft report and preliminary findings for discussion with EALG.

<u>Draft Report:</u> The firm will prepare a draft report and will share with EALG, UNDP Bangladesh. They will incorporate the feedback provided by the stakeholders. After review by all concerned, the firm will prepare a final draft and will submit to the EALG, UNDP Bangladesh.

<u>Final Report:</u> The firm will submit the final report to EALG, 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 firm will make at least one internal presentation (to be organized by the EALG, UNDP Bangladesh) on the findings of the survey for internal review and feedback in which representatives from the EALG, UNDP Bangladesh, LGD officials and Development partners (DPs), will participate.

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

2. REQUIREMENTS FOR CONSULTING FIRM/ORGANIZATION

B. Minimum requirements/eligibility of the consulting firm/organization:

- Company profile (not exceed 15 pages) describing the nature of business, field of expertise, license, certification etc;
- Updated business license (registration, tax payment, VAT);
- Latest audited financial statement of last 2 years;
- Written self-declaration that the company is not in the UN security council 1267/1989 list or other UN ineligibility list;
- Consulting firm/organization should have track record of minimum 5 years in Survey/ Monitoring & Evaluation of large-scale Government / Development Partners supported programmes / projects;
- Minimum one (1) similar type of study on local government issue conducted in past 3 years;

C. Team composition

The consulting firm will be responsible to determine appropriate team composition for the study; however, the team must include one Team leader - Local Government Specialist, one Qualitative Research Specialist one Data Scientist and one Field Coordinator.

Minimum eligibility criteria of the key personnel:

Team Leader/Lead Researcher (1 position):

- Minimum Masters' in Social Sciences/Degree in Political science/Public Administration/Governance or Development Studies;
- Minimum 10 years' progressive experience in conducting research/ assessments/reviews /citizen perception survey of similar nature;
- Proven experience in conducting research on local government issue; (Please provide report name)
- Minimum 2 assignments focusing governance related citizen perception survey/research as team lead; (List of completed research or links of publications to be enclosed).

Qualitative Research Specialist (1 position)

- Minimum Masters' in Political science/ Public Administration/ Governance /or Development Studies or any relevant social science field;
- Minimum 7 years progressive experience in conducting research/ assessments/ reviews /citizen perception survey of similar nature;
- Proven experience in conducting research on local government issue (Please provide report name);

Data Scientist (1 position)

- Minimum master's in computer science/ Statistics/ Economics, or any other discipline of Social Sciences;
- Minimum 5 years' experience in the design and implementation of MIS in development projects implemented by national/international NGOs/UN bodies/ Government;
- Experience on the SPSS and MS-ACCESS/other MIS software development;

Field Coordinator (1 position):

- Minimum master's in social sciences/ Political Science/Public Administration/ Governance Studies/ Development Studies/ Sociology;
- Minimum 4 years' progressive experience in conducting/coordinating research/ assessments/reviews/citizen perception survey of similar nature;

Data Enumerators (Please propose)

- Minimum graduate in any discipline;
- Minimum 2 years' in experience in field data collection;

3. INPUTS

- **I.** EALG/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.

4. EVALUATION

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

- **A. Evaluation and comparison of proposals**: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria:
- B. 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 Technical Evaluation Criteria

	Technical Evaluation Criteria Summary of Technical Proposal Evaluation Forms	Points
		Obtainable
1.	Overall experience and expertise of the organization/firm	15
2.	Expertise of key personnel assigned to the survey	25
3.	Methodology proposed in the technical proposal of the survey	30
Total		70

Section 1: Overall experience and Expertise of the organization/Firm	Points
	Obtainable
	15

1.1 Experience in working with Government/National and International Organization/Donor	5
Agencies on research/study/evaluation	
1.2 Experience in similar study especially on local government issue	10
Section 2: Expertise of Key personnel assigned to the research	25
2.1 Qualification of Team Leader in terms of educational qualification, professional experience, working experience as mentioned in the ToR	7
2.1 Qualification of other team members in terms of educational qualification and relevant experience as mentioned in the ToR	18
Section 3: Methodology proposed in the technical proposal of the research	30
3.1 Appropriateness and relevance of research methodology i.e. overall approach, desk review technique & tools, models, etc.	10
3.2 Overall understanding of the assignment i.e key assessment indicators, knowledge on assignment domain, etc.	10
3.3 Proposed work plan and timeline relevant to the assignment as per the ToR	4
3.4 Coverage of inquiries/investigation (both primary & secondary sources) proposed for the research	3
3.5 Risk management & overall flexibility to the assignment	3
Total for technical proposal	70

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

 μ = price of the lowest priced proposal

z = price of the proposal being evaluated.

C. BACKGROUND DOCUMENTS:

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

Core UNDP documents

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

Core programme documents

- -Baseline study report 2012 and early 2019
- -Citizen Perception Survey Report 2014 and 2016
- -Impact Assessment of UPGP and UZGP Project 2017
- Pro-Doc, TAPP and other planning documents
- Results Framework (RFW)
- M&E Plan
- Quarterly Progress Reports
- Annual Progress Reports

- Field visit reports
- Approved AWPs
- PSC meeting minutes
- PIC meeting minutes
- Copy of the donors' contracts
- Other knowledge products produced under the project intervention

5. Approval:

Name: Abu Shahin M. Ashaduzzaman

Designation: Project Coordinator, Efficient and Accountable Local Governance (EALG) Project

Date:

Annex Table 1.A: Sample Treatment Area

SL	Name of division	Name of district	Name of upazila	Name of union
1.	Dhaka	Faridpur	Bhanga	Nasirabad
2.	Dhaka	Faridpur	Bhanga	Gharua
3.	Dhaka	Faridpur	Madhukhali	Korkodi
4.	Dhaka	Faridpur	Madhukhali	Noapara
5.	Dhaka	Faridpur	Boalmari	Moyna
6.	Khulna	Khulna	Dacop	Koilashganj
7.	Khulna	Khulna	Dacop	Pankhali
8.	Khulna	Khulna	Rupsha	TS Bahirdia
9.	Khulna	Khulna	Rupsha	Naihati
10.	Khulna	Khulna	Terokhada	Modhupur
11.	Barishal	Patuakhali	Kalapara	Champapur
12.	Barishal	Patuakhali	Kalapara	Mohipur
13.	Barishal	Patuakhali	Rangabali	Chalitabunia
14.	Barishal	Patuakhali	Rangabali	Rangabali
15.	Barishal	Patuakhali	Patuakhali Sadar	Joinokathi
16.	Rajshahi	Rajshahi	Bagmara	Ganipur
17.	Rajshahi	Rajshahi	Bagmara	Gobinda Para
18.	Rajshahi	Rajshahi	Mohonpur	Royghati
19.	Rajshahi	Rajshahi	Mohonpur	Jahanabad
20.	Rajshahi	Rajshahi	Godagari	Matikata
21.	Sylhet	Sunamganj	Dakshin Sunamganj	Pathariya
22.	Sylhet	Sunamganj	Dakshin Sunamganj	Joykalas
23.	Sylhet	Sunamganj	Tahirpur	Tahirpur Sadar
24.	Sylhet	Sunamganj	Tahirpur	Balijuri
25.	Sylhet	Sunamganj	Jamalganj	Jamalganj
26.	Chattogram	Chandpur	Faridganj	Subidour (East)
27.	Chattogram	Chandpur	Faridganj	Dakshin Faridganj
28.	Chattogram	Chandpur	Haimchar	Nilkamal
29.	Chattogram	Chandpur	Haimchar	Uttar Algi Durgapur

SL	Name of division	Name of district	Name of upazila	Name of union
30.	Chattogram	Chandpur	Matlab North	Islamabad
31.	Mymensingh	Netrokona	Kalmakanda	Nazirpur
32.	Mymensingh	Netrokona	Kalmakanda	Langura
33.	Mymensingh	Netrokona	Khaliajuri	Krishnapur
34.	Mymensingh	Netrokona	Khaliajuri	Chakua
35.	Mymensingh	Netrokona	Durgapur	Chandigarh
36.	Rangpur	Rangpur	Kaunia	Sarai
37.	Rangpur	Rangpur	Kaunia	Haragacha
38.	Rangpur	Rangpur	Mithapukur	Milonpur
39.	Rangpur	Rangpur	Mithapukur	Emadpur
40.	Rangpur	Rangpur	Gangachara	Kolkonda
41.	Chattogram	Cox's Bazar	Teknaf	Teknaf
42.	Chattogram	Cox's Bazar	Teknaf	Baharchara
43.	Chattogram	Cox's Bazar	Ukhia	Jalia Palong
44.	Chattogram	Cox's Bazar	Ukhia	Haldia Palong
45.	Chattogram	Cox's Bazar	Cox's Bazar Sadar	Islamabad
Total	8	9	27	45

Appendix Table 1.B: Sample Control Area

SL	Name of division	Name of district	Name of upazila	Name of union
1.	Barishal	Barguna	Amtali	Amtali
2.	Barishal	Barguna	Bamna	Dauatala
3.	Chattagram	Cumilla	Debidwar	Bara Shalghar
4.	Chattagram	Cumilla	Muradnagar	Akubpur
5.	Dhaka	Rajbari	Goalandaghat	Debagram
6.	Dhaka	Rajbari	Kalukhali	Mrigi
7.	Khulna	Jhenaidah	Maheshpur	Kazirber
8.	Khulna	Jhenaidah	Shailkupa	Dudhsar
9.	Mymensingh	Mymensingh	Fulbaria	Achim Patuli
10.	Mymensingh	Mymensingh	Muktagachha	Baragram
11.	Rajshahi	Natore	Baraigram	Jonail
12.	Rajshahi	Natore	Gurudaspur	Moshinda
13.	Rangpur	Gaibandha	Sadullapur	Banagram
14.	Rangpur	Gaibandha	Sundarganj	Bamandanga
15.	Sylhet	Sylhet	Balaganj	Kuberali
16.	Sylhet	Sylhet	Bishwanath	Dasghar
17.	Chattagram	Chattogram	Satkania	Charati
Total	8	9	17	17

Declaration

Date:
United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh
Assignment: Hiring Firm to Conduct 'Citizen Perception and Satisfaction Survey of Services Delivered by Upazila Parishad and Union Parishad'.
Reference: RFP-BD-2019-19-051
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,