



Empowered lives.
Resilient nations.

REQUEST FOR PROPOSAL (RFP-BD-2015-008)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm for conducting Citizen Perception Survey on Services Delivery and Institutional Efficiency of Upazila Parishad (UZP) and Union Parishad (UP).**

Proposals shall be submitted on or before 04:30 pm. (local time) on Monday, May 25, 2015

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 90 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:

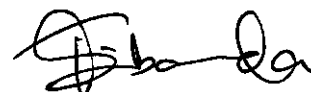
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Thokozani Murape
Head of Procurement
May 06, 2015



Description of Requirements

Context of the Requirement	As per enclosed TOR
Implementing Partner of UNDP	Upazila Governance Project (UZGP)
Brief Description of the Required Services ¹	As per enclosed TOR
List and Description of Expected Outputs to be Delivered	<p>Inception Report: Review of legal provisions and mandates related to the role of UPs and UZPs in delivering services. Understanding and proposing a detailed methodology, based on international good practices, for conducting this Citizen Perception Survey. A detail data collection plan with mentioning number of data collectors, supervisors, contact number of data collection team, specific date of data collection and validation mechanism.</p> <p>Draft Report: Carry out a set of well-structured field observations and consultations, on the current state and scope of services being delivered to households. Acquire perceptions of the transparency, accountability and responsiveness of UPs and UZPs in regards to citizens' priority service needs. Elicit opinions of the ability of UPs and UZPs to effectively represent them and the degree to which representative bodies are held accountable for their decisions and the services that they provide. Obtain perceptions of the capacity of UPs and UZPs to effectively carry out their duties including a feedback on the personnel and services provided by these LGIs for maintaining law and order. Explore, reflect and identify areas and options for actions whereby local governments could contribute to improve service effectiveness. Quantitative achievements of the projects (UZGP & UPGP) with respect to their activities under each output. Qualitative aspects of the projects (UZGP & UPGP) activities under each output with an assessment of value addition by the activities.</p> <p>Final Report: Finalization of draft report in line with the feedback of stakeholders including projects' management, LGD, UNCDF and UNDP.</p>
Person to Supervise the Work/Performance of the Service Provider	Project Manager, Upazila Governance Project (UZGP), UNDP Bangladesh
Frequency of Reporting	As indicated in the TOR
Progress Reporting Requirements	As indicated in the TOR

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

Location of work	As indicated in the TOR
Expected duration of work	The assignment should be completed within a period of maximum five (05) months.
Target start date	June 2015
Latest completion date	Within 05 months of commencement
Travels Expected	As indicated in the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	As indicated in the 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"/> Local Currency: Bangladesh Taka (BDT) <input type="checkbox"/> Euro
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

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

Payment Terms ³	<ul style="list-style-type: none"> • 1st Payment: 10% of the total contract amount will be paid after submission of inception report (research design, methodology, data collection tools and time bound work plan) for the assignment as stipulated in the section "M" of this ToR and upon certification by the contract administrator. • 2nd Payment: 50% of the total contract amount will be paid after submission of draft report on the citizen perception survey and assessment of results as stipulated in the section "M" of this ToR and upon certification by the contract administrator. • Final Payment: 40% of the total contract amount will be paid after submission of final report as stipulated in the section "M" of this ToR and upon certification by the contract administrator.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, Upazila Governance Project (UZGP), UNDP Bangladesh
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Contract for Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <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>Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below.</p> <p><u>Minimum Eligibility Criteria of the firm:</u></p> <ul style="list-style-type: none"> • Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations. • Business Licenses – Registration Papers, Tax Payment Certification, etc. • Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence).

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

- **Track Record-**
 - The firm must have minimum 5 years of demonstrated experience in carrying out research, review and evaluation in social sector especially governance / local governance. A list of work should be enclosed with the bid with title of report, client's name and date.
 - The bidder must have undertaken at least 3 researches in last 5 years focusing local government system and/or social issues. A list to be enclosed indicating research title, objective, duration, contract value and clients name.
- 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.; (Annex 3).

Minimum Eligibility Criteria of key personnel:

Team Lead:

1. The Team Leader must have Masters in Social Sciences with minimum 10 years of progressive experience in conducting research, assessments, reviews and evaluations of similar nature.
2. At least 5 assignments focusing local governance or social issues related research preferably as team lead. Working in local governance will be given preference. List to be enclosed
3. Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.).

Team Member – 1:

1. The Member must have Masters degree in Anthropology with minimum 5 years of progressive experience having worked on research, assessments, reviews and evaluations focusing local governance. Any international experience will be value addition.
2. At least 3 assignments focusing local governance or social issues related research. Working in local governance will be given preference. List to be enclosed
3. Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.).

Team Member – 2:

1. The Member must have Masters degree in Statistics.
2. At least 5 assignments on statistical analysis including regressing analysis, factor analysis and test of significance etc done. List to be enclosed
3. At least 3 assignments focusing local governance or social issues related research. List to be enclosed.



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.

Technical Proposal (70%)

To qualify in the technical evaluation a proposal must score minimum 70% (or 490) of the total obtainable score of 700. Obtained score will be expressed in percentage as follows,
(total score obtained by the offer / Max. obtainable score for technical evaluation) x 100

☒ Expertise of the Firm

Technical Proposal Evaluation (Form 1)		Points obtainable
Overall experience and qualifications of the firm		
1.1	Overall company profile & registration	5
1.2	Related Work Experience of at least 5 years	5
1.3	Experience of working with Government for last 5 years	3
1.4	Experience of working with UN & donors	2
Total		15

☒ Qualifications and competence of the proposed team for the assignment

Technical Proposal Evaluation (Form 2)		Points Obtainable
Key Personnel		
Overall experience and qualifications of the Team Leader		
3.1	Ten years of related research experience	3
3.2	Experience as team lead	2
3.3	Education	2
Overall experience and qualifications of the Team Member-1		
3.4	Experience	2
3.5	Education	2
Overall experience and qualifications of the Team Member-2		
3.6	Experience	2
3.7	Education	2
Total		15

☒ Technical Strength / Experience of the Company

Technical Proposal Evaluation (Form 3)	Points Obtainable
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	Proposed methodology and work plan		
	2.1	Understanding of assignment	10
	2.2	Proposed Survey Methodology & approach	20
	2.3	Field Operation Plan	10
		Total	40
	<p>Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received as follows, (Lowest priced offer / Price of the offer being reviewed) X 100</p> <p>Total combined score: (Percentage obtained on technical proposal X 70%) + (Percentage obtained on financial proposal X 30%) = Total combined and final percentage obtained</p>		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors		
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 5) <input type="checkbox"/> Others		
Contact Person for Inquiries (Written inquiries only) ⁶	<p>Jatan Barua, UNDP Procurement Cluster, UNDP Bangladesh bd.procurement@undp.org</p> <p>If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID bd.procurement@undp.org within 14th May by 11.00 am. <u>"Attn. Jatan Barua- Queries on RFP-BD-2015-008"</u></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>		
Other Information / Pre-Proposal Meeting	<p>A pre-proposal meeting will be held on 13th May 2015 at 11:00 am at UNDP Bangladesh, IDB Bhaban, 12th Floor, Procurement Meeting Room Agargaon, Dhaka, Bangladesh.</p> <p>* For attention: The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u>.</p>		

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

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[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)

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

- | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a) <i>Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations</i> b) <i>Business Licenses – Registration Papers, Tax Payment Certification, etc.</i> c) <i>Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence).</i> d) <i>Track Record – The firm must have minimum 5 years of demonstrated experience in carrying out research, review and evaluation in social sector especially governance / local governance. A list of work should be enclosed with the bid with title of report, client's name and date.</i> e) <i>Track Record – The bidder must have undertaken at least 3 researches in last 5 years focusing local government system and/or social issues. A list to be enclosed indicating research title, objective, duration, contract value and clients name.</i> f) <i>Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;</i> g) <i>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 (attached).</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Minimum Eligibility Criteria for key personnel:

- | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Team Leader: h) <i>The Team Leader must have Masters in Social Sciences with mminimum 10 years of progressive experience in conducting research, assessments, reviews and evaluations of similar nature .</i> i) <i>At least 5 assignments focusing local governance or social issues related research preferably as team lead. Working in local governance will be given preference. List to be enclosed.</i> j) <i>Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.).</i> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

⁷This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details -- addresses, email, phone and fax numbers -- for verification purposes



- **Team Member-1:**

- k) The Member must have Masters degree in Anthropology with minimum 5 years of progressive experience having worked on research, assessments, reviews and evaluations focusing local governance. Any international experience will be value addition.
- l) At least 3 assignments focusing local governance or social issues related research. Working in local governance will be given preference. List to be enclosed.
- m) Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.).

- **Team Member-2:**

- n) The Member must have Masters degree in Statistics.
- o) At least 5 assignments on statistical analysis including regressing analysis, factor analysis and test of significance etc done. List to be enclosed.
- p) At least 3 assignments focusing local governance or social issues related research. List to be enclosed.

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*

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

*This shall be the basis of the payment tranches

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Team Leader				

2. Services from other team members				
a. Expertise 1				
b. Etc.				
II. Out of Pocket Expenses				
1. Travel Costs (of Experts)				
2. Daily Allowance (of Experts)				
3. Communication				
4. Others				
III. Other Related Costs				
1. Local Travel for Participants				
2. Venue Costs				
3. Reproduction & Printing				
4. Others				
TOTAL Amount in USD				

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



Declaration

Date:

United Nations Development Programme

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

Assignment: "Hiring Firm for conducting Citizen Perception Survey on Services Delivery and Institutional Efficiency".

Reference: RFP-BD-2015-008

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,



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 or 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:

- 13.2.2.1a** 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**For****Hiring firm for conducting Citizen Perception Survey on Services Delivery and Institutional Efficiency: Upazila Parishad (UZP) and Union Parishad (UP)**

A. Project Title:
Upazila Governance Project (UZGP)
B. Description of the Assignment:
The projects seek to support the Local Government Division (LGD) to conduct through a research firm a citizen based survey to find out the understanding how citizens perceive and value services made available by Local Government Institutions, and to assess the institutional progress resulted through the intervention of UZGP & UPGP. The survey shall also derive recommendations that will be of use to the projects for planning future activities and promoting dialogue with and between stakeholders to achieve better results in future.
C. Upazila Governance Project (UZGP) & Union Parishad Governance Project (UPGP):
<p>The platform for local governance in rural Bangladesh is provided by the Union Parishads (UP) and Upazila Parishads (UZPs). The elected local government institutions are responsible for coordinating many aspects of local social and economic development in Bangladesh. Over the past decade (based on a pilot UNDP and UNCDF project in Sirajganj district), some UPs have been recipients of discretionary fiscal transfers, which they employ for development activities through an open process of citizen involvement. The success of this effort has led to a major scale up of the good practices nationwide by the government, in the form of the Local Government Support Programme (in its second phase), a new project to strengthen Upazila Parishads (UZGP) and a project to develop and pilot the next generation of innovations with Union Parishads (UPGP).</p> <p>The UNDAF⁹ outcome and the overarching joint programme outcome¹⁰ for both the UZGP and UPGP projects are identical. Additionally, both the projects also share the policy related outcome (outcome c for both projects).</p> <p>The key output of UZGP focuses on (a) strengthened Upazila Parishads as more functional, democratic, transparent and accountable institutions; (b) Strengthened Planning and Budgeting system at UZP with MDGs orientation for pro-poor service delivery mechanism; and (c) Strengthened technical capacity of Local Government Division for effective policy review, monitoring, lesson learning and capacity development of LGIs for improved Local Governance.</p> <p>The key output of UPGP focuses on (a) Strengthened Democratic Accountability and transparency of the Union Parishad through citizen engagement; (b) Improved innovations in Pro-Poor and MDG-Oriented Planning, Financing and Implementation of Service Delivery by Union Parishads; and (c) Strengthened technical capacity of Local Government Division for effective policy review, monitoring, lesson learning and capacity development of LGIs for improved Local Governance.</p> <p>The Union Parishad Governance Project (UPGP) and Upazila Governance Project (UZGP) are a part of the overall programmatic framework for UNDP and UNCDF support to the Government of Bangladesh in the area of Local Governance reforms, supported by the European Union, and the Governments of Switzerland (SDC) and Denmark (DANIDA). The timeframe for UZGP is from August 2011 to July 2016, while UPGP is being implemented covering the period December 2011 to November 2016.</p>

⁹ UNDAF Outcome: Government institutions at the national and sub-national levels are able to more effectively carry out their mandates, including delivery of public services, in a more accountable, transparent, and inclusive manner.

¹⁰ Joint Programme Outcome: Strengthened capacities of local governments and other stakeholders to foster participatory local development service delivery for the MDGs.

D. Over view of services under the purview of the two projects

The UZGP intends to build upazilas as active and vibrant LG unit bringing all service providers at Upazila level under the accountability framework of UZP and create a mechanism of participatory, democratic and accountable body corporate as envisioned in the Local Government (UZP) Act.

The activities that are being carried out under the first output of the project aim at building the capacity of the UZP mainly to transform it into a fully functional institution and to promote democracy and to empower people, in particular the women representatives to participate in the policy debate of the UZP. The capacity building efforts include making the UZP functionaries understand their basic roles and functions. This is contributing to enhance their skills to perform within the provisions of the existing legal framework and meeting the expectation of their male and female constituencies.

The second output intends to create a simple and viable planning and budgeting system under the existing legal framework and support improvements to the management and coordination of the infrastructure support and local services assigned to all the Upazila Parishads of Bangladesh under capacity development support. The project will ensure the preparation of five year plan for all Upazilas following the guidelines prepared by LGD.

The project under this output also provides support to an MDG oriented participatory planning and budgetary framework for 14 UZPs of Bangladesh. This will include a fiscal facility intended both to support development planning and actual delivery of gender sensitive and inclusive local services and infrastructure to a selected number of UZPs spread over all the seven divisions of the country. It also provides support to the Upazila Parishads as a means to improve basic service delivery within the areas assigned to them with an aim at making a difference in development and contributing to the achievement of the MDGs.

As mentioned above, the third output is common to the UZGP project and its partner project UPGP. It includes support to the development of national policies and systems including rules and regulation which will enable implementation of the Upazila Parishad Act. The project will also assist the government to prepare and operationalize manuals including those for planning, human resources and administration. This Output targets the capacity for policy development and national systems supporting local governance comprising both the LG training institutions, technical support and monitoring by the DLG, and DDLGs at divisional and district levels and relevant sectoral entities.

In line with the main objective of the project UPGP is piloting innovations to improve the functional and institutional capacity and democratic accountability of Union Parishads and to increase citizen involvement in order to achieve effective, efficient and accountable delivery of pro-poor infrastructure and services. The initiatives include a significant gender mainstreaming effort, looking at local women leadership empowerment, participation and voice.

As outlined above three outputs of the project together intend to achieve a comprehensive development outcome by maximizing effectiveness of UPs as the lowest tier of democratically elected service provider. The first output addresses two dimensions of improving democratic accountability at UP level. The first is the functional dimension of UP affairs with a focus on ensuring that elected officials of UP fulfill statutory provisions and function more effectively with regard to their stipulated roles, responsibilities and obligations. The project is carrying out activities to build the capacity of UP Chairpersons and Ward Members including Women Members to implement new responsibilities, identifying and removing bottlenecks and ensuring that they are supported with the right skills and capacities in line with the provisions of powers, functions and responsibilities stipulated in the UP Act 2009.

The second dimension is that of equitable and inclusive engagement between citizens and the UP and ultimately deepening the values of local democracy as well as ensuring pro-poor service delivery. Activities that are being implemented under this output include activation of the Ward Shavas, strengthening of the Standing Committees, which provide a forum for citizens to represent specific interest groups in areas such as health, education and

agriculture as well as the interests of women and poor members of the community, and support to Women's Development Fora.

The activities being carried out under the second output intends to empower 564 UPs in seven districts to exercise their mandate in planning and delivery of services that contribute more effectively to the achievement of MDGs through strategic local development planning, equitable and improved financial management and local revenue mobilization.

The performance-based grants, being provided from the project, are instead be based on a fiscal —topping up of the existing GoB annual block grants (supported by the LGSP II) to pilot promotion of performance improvements in specific core areas and provide additional funding to the well-performing UPs within the geographical coverage of the programme. The grant will focus on targeted areas of UP performance within cross-sectoral performance areas (as the UP grants are not sector specific) such as: development planning, accountability, project implementation capacity, own source revenues, poverty targeting/equity (e.g. the extent to which the development plan target the poor), gender and (perhaps) environment/climate change adaptation. Another important area is to enhance UP own revenue mobilization.

The third output targets the capacity for policy development and national systems supporting local governance comprising both the LG training institutions, technical support and monitoring by the DLG, and DDLGs at divisional and district levels and relevant sectoral entities. This output will also attempts to create a continuous citizen state collaboration, including the engagement of civil society organizations (CSOs), experts, politicians and elected and non-elected officials of local government. Under this output the projects also support LGD to conduct high profile policy research with an aim to develop policy framework and institutions supporting Local Governance.

E. Rationale for Citizen Perception Survey

A Citizen Perception Survey (CPS) is aimed at capturing "citizens' voice" on the effectiveness of public service provisions of LGIs and local democracy through eliciting views of stakeholders including communities and representatives of the local government. It attempts to provide a) a means for collecting citizen feedback on the quality and adequacy of public services; b) a scientifically rigorous basis for social monitoring/ auditing; and c) a comprehensive and proactive agenda for communities and service providers to engage in a meaningful dialogue and explore better ways for improving the delivery of public services and quality of local democracy.

CPS will employ standardized quantitative instruments with range of qualitative tools to enrich the analytical part of the report and synchronize it with the existing governance environment, particularly at the local level in the country. Hence, the report will be able to reflect on existing LGIs and citizens' feedback on local governance, democracy and public service delivery. While it is important to measure citizen perception about the quality of service delivery by LGIs as a whole, it is also important to gauge the efficiency of the LGIs that receive additional supports from UZGP and UPGP projects.

It is a general practice that citizen based survey is used for designing the overall monitoring system so that people's perception is considered to measure the achievement of a particular programme. Accordingly, the projects will use the findings of the survey in fine-tuning the monitoring system and make necessary changes in the activity plan as appropriate. Generally citizen perception survey reveals good data in a stable environment. Since the governance and security environment in the country remains by and large stable, it is expected that the proposed survey will reveal useful data that will be of use to the projects to make their activities more people oriented.

Additionally, as per the Results Frameworks and Joint Programme Monitoring Frameworks (JPMF) of both the projects, it is a requirement to conduct a Citizen Perception Survey along with an assessment of results achieved so far.

F. Objective of Citizen Perception Survey

The overall objective of the CPS is to find out the understanding how citizens perceive and value services made available by Local Government Institutions, and to assess the results achieved so far by UZGP & UPGP against their respective interventions.

Specific objectives of the survey will be:

- Obtaining citizen feedback on the adequacy and quality of public services provided by LGIs (UP & UZP);
- Eliciting information about citizen participation in decision making process of LGIs;
- Determining the level of awareness of citizens and local government officials on their mutual rights and responsibilities
- Assessing the institutional progress (UZP & UP) resulted by the intervention of UZGP and UPGP
- Finding the progress over the time by comparing with the CPS-2015; CPS-2014 and Baseline

The survey shall also derive recommendations that will be of use to the projects for planning future activities and promoting dialogue with and between stakeholders to achieve better results in future.

G. Scope of Citizen Perception Survey

The scope of the work for this assignment is outlined below;

1. **Literature Review:** Firm will review of legal provisions and mandates related to the role of UPs and UZPs in delivering services.
2. **Methodology:** Firm will identify and propose a detailed methodology, based on international good practices, for conducting this Citizen Perception Survey. However, methods of CPS would be Household Survey, Institutional Checklist and Case Studies.
 - 2.1 **Household Survey (3000 households):** Household will be selected following multi-stage random sampling method. Based on a sound statistical methodology, the survey/research firm will choose nationally representative samples (households). However, the firm will choose Upazilas/Unions under the following conditions; (i) 14 Project Upazilas and representative numbers of Union of those Upazilas in the selected seven districts will be treated as **Project Area**; (ii) Another 14 Upazilas and representative numbers of Union from those upazilas of different seven districts will be treated as **Control Area**. Sample size of project and control area will be equal and total size is expected to be around 3000 households based on statistical formula. Confidence level is expected to be 95% and average margin of error will not be more than 5%.
 - 2.2 **Institutional Checklist:** All sampled Upazila Parishads and Union Parishads will be surveyed through Checklist to find the institutional level progress. For example, how many (%) upazila parishad prepared budget for 2014-15?, how many Union Parishad have five year development plan? etc.
 - 2.3 **Case Studies:** Appropriate number of case studies will be done, that will reflect the results of projects' (UZGP and UPGP) interventions.
3. **Study tools:** The quantitative data capture would be through semi-structured questionnaire e.g. Household survey questionnaire. This instrument quantitatively measures the perception and experience of citizens on local government service delivery. For institutional information, checklist would be followed to capture the institutional changes. Survey questionnaire and checklist would be prepared in line with the tools used in Citizen Perception Survey, 2014 and Baseline studies of UPGP and UZGP. Both the documents are available at website (www.uzgp.org; www.upgp.org).

4. **Data Entry:** The survey/research firm will design and implement a system for data entry and tabulation of data.
5. **Analysis:** Statistical analysis including goodness of fit, equality of two proportion/percentage test between project and control areas, and logistic model would be carried out in the report. Further, comparison of findings of selected variables between Baseline - 2013, CPS - 2014 and CPS - 2015 are expected to be done. Findings will be presented as Project Area, Control Area and Total Area. The findings will further be disaggregated based on sex, geographical location, economy, and backwardness.
6. **Reference Period:** Reference period of data collection would be Jan-Dec, 2014, ie, findings would be reflected of the situation of 2014.
7. **Data Collectors:** Supervisors and Data collectors should have experience on data collection at least three studies. Minimum education qualification will be graduate from social sciences or any other relevant subjects. Age of Supervisor and Data Collectors will not be more than 35 years. Supervisor will not collect data rather s/he will supervise, coordinate, monitor and ensure valid data collection.
8. **Validity:** Firm will develop and follow standard mechanism for ensuring accuracy of data. In this respect, Firm may design field operation plan into different tiers. Representatives of government, undp, uncd and projects would make sudden visit without prior notice.
9. **Report:** The survey/research firm will prepare draft report and share findings with government, undp, uncd and projects. Firm will finalize draft report based on the feedback on the Draft report.
10. **Reporting Language:** Reporting language will be in English. However, questionnaire language will be in Bangla and English as well.
11. **Presentation:** Team leader will have to make presentations on the draft report and final report in meetings and workshop, which would be arranged by the projects.

H. Geographical Coverage for the Survey

The UZGP and UPGP projects are being implemented in 14 UZPs and 564 UPs respectively under seven districts of all the seven divisions of Bangladesh.

UZPs under UZGP

#	Division	Project District	Project Upazila
1.	Dhaka	Kishoreganj	Kishoreganj Sadar & Mithamain
2.	Chittagong	Brahmanbaria	Brahmanbaria sadar & Bancharampur
3.	Sylhet	Sunamganj	Jagannathpur & Sullah
4.	Rajshahi	Sirajganj	Kazipur & Ullaphara
5.	Khulna	Khulna	Dumuria & Dacope
6.	Barisal	Barguna	Betagi & Barguna Sadar
7.	Rangpur	Rangpur	Pirgonj & Pirgachh

And

UPs under UPGP

#	Division	Project District	Number of UPs
1.	Dhaka	Kishoreganj	108
2.	Chittagong	Brahmanbaria	100
3.	Sylhet	Sunamganj	87
4.	Rajshahi	Sirajganj	83
5.	Khulna	Khulna	68
6.	Barisal	Barguna	42
7.	Rangpur	Rangpur	76
Total			564

#	I. Expected Outputs	Timeline	Payment
1.	Inception Report: Review of legal provisions and mandates related to the role of UPs and UZPs in delivering services. Understanding and proposing a detailed methodology, based on international good practices, for conducting this Citizen Perception Survey. A detail data collection plan with mentioning number of data collectors, supervisors, contact number of data collection team, specific date of data collection and validation mechanism.	2 Weeks	10% of total amount
2.	Draft Report: Carry out a set of well-structured field observations and consultations, on the current state and scope of services being delivered to households. Acquire perceptions of the transparency, accountability and responsiveness of UPs and UZPs in regards to citizens' priority service needs. Elicit opinions of the ability of UPs and UZPs to effectively represent them and the degree to which representative bodies are held accountable for their decisions and the services that they provide. Obtain perceptions of the capacity of UPs and UZPs to effectively carry out their duties including a feedback on the personnel and services provided by these LGIs for maintaining law and order. Explore, reflect and identify areas and options for actions whereby local governments could contribute to improve service effectiveness. Quantitative achievements of the projects (UZGP & UPGP) with respect to their activities under each output. Qualitative aspects of the projects (UZGP & UPGP) activities under each output with an assessment of value addition by the activities.	10 Weeks	50% of the total amount
3.	Final Report: Finalization of draft report in line with the feedback of stakeholders including projects' management, LGD, UNCDF and UNDP.	4 Weeks	40% of the total amount
J. Impact of Results			
The citizen perception survey will primarily provide the LGD, the UZGP and the UPGP with evidence on the status quality of service delivery by LGIs in the project districts as well as similar number of control districts. The projects will use the findings of the survey in fine-tuning the monitoring system and make necessary changes in the activity plan as appropriate. Findings and recommendations from this survey and assessment will also enable the LGD to initiate necessary policy reform towards improving service delivery provisions by LGIs. It will also serve to improve the effectiveness of projects as well as performance of LGIs in a manner that will enhance cost effectiveness, gender sensitivity and inclusion, and responsiveness to the special needs of the poor.			
K. Institutional Arrangement			
The selected firm will have following institutional arrangements for execution of citizen perception survey:			
<ul style="list-style-type: none"> a. Close coordination with the Project Manager from the project for project based institutional, operational and field support. The Project Manager will ensure availability of support and cooperation from the National Project Director and Local Government Division of MoLGRD&C, as required, along with the UNDP and the UNCDF. The Project Manager will provide the firm with necessary documentations, background papers, etc. and will monitor the progress of work as per agreed coordination Matrix. During the assignment Project Manager, UZGP will be responsible for supervising and certifying that the works, tasks, assignment have been satisfactorily performed. b. Maintain technical coordination with UPGP & UZGP's International Technical Advisor, as required, with Project Manager in loop. c. The Research Officer (RO) of the project will be the point person for coordination of activities and communications with the Firm. The RO will be receiving invoices for payment that will be cleared. 			

L. Duration of the Work and Duty Station

The estimated duration of the study is 5 months. The breakdown of timeline is as follows;

- a. Inception Report preparation and submission: 2 Weeks
- b. Draft Report preparation and submission: 10 Weeks
- c. Final Report preparation and submission: 4 Weeks

The principal working location (duty station) will be in Dhaka. However, identified locations outside Dhaka will be visited as per work methodology for data collection and interviews as required by the assignment.

M. Final Products/Services

The bidder will be expected to submit:

1. Inception report (research design, methodology, data collection tools, validation mechanism and time bound work plan) at the end of 2nd week
2. A presentation on data collection tools to be made to the relevant officials from LGD, Projects, UNDP and UNCDF
3. Draft report on the citizen perception survey to be submitted
4. A presentation based on the draft report and final report should be made to the relevant officials from LGD, Projects, UNDP and UNCDF etc.
5. Final report capturing the finding as stipulated in the scope of the assignment to be submitted by the end of 16th week
6. Soft copies of database in MS Access, SPSS version
7. Soft and hard copies of presentations on inception, draft and final report
8. MS Word version of draft and final Report

All reports will be shared in 3 hard copies along with Word Format soft copies in CD and through email. In case of any discrepancy the hard copy will be considered as final.

N. Qualification of the successful contractor

The services of a firm will be hired through competitive bidding to support the assignment. The Research institutes, Universities, NGOs, think-tanks and consulting firms having proven expertise and experience of large scale survey, policy research, review and evaluation are encouraged to apply.

Minimum eligibility criteria of the firm:

- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence).
- Track Record-
 - The firm must have minimum 5 years of demonstrated experience in carrying out research, review and evaluation in social sector especially governance / local governance. A list of work should be enclosed with the bid with title of report, client's name and date.
 - The bidder must have undertaken at least 3 researches in last 5 years focusing local government system and/or social issues. A list to be enclosed indicating research title, objective, duration, contract value and clients name.
- 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.; (Annex 3).

Minimum eligibility criteria of key personnel:

Team Lead:

4. The Team Leader must have Masters in Social Sciences with minimum 10 years of progressive experience in conducting research, assessments, reviews and evaluations of similar nature.
5. At least 5 assignments focusing local governance or social issues related research preferably as team lead. Working in local governance will be given preference. List to be enclosed
6. Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.).

Team Member – 1:

4. The Member must have Masters degree in Anthropology with minimum 5 years of progressive experience having worked on research, assessments, reviews and evaluations focusing local governance. Any international experience will be value addition.
5. At least 3 assignments focusing local governance or social issues related research. Working in local governance will be given preference. List to be enclosed
6. Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.).

Team Member – 2:

4. The Member must have Masters degree in Statistics.
5. At least 5 assignments on statistical analysis including regressing analysis, factor analysis and test of significance etc done. List to be enclosed
6. At least 3 assignments focusing local governance or social issues related research. List to be enclosed

Note: Firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

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

Other Competencies for Team Leader & Members:

1. **Education:** Advance Degree in Political science, Public Administration, Governance and/or development studies will be an asset.
2. **Computer Literacy:** Computer literacy is must especially for MS Word applications. The CV must state the level of expertise in the usage of computer and office software packages (MS Words, MS Excel, Power Point etc.)
3. **English Language:** Team Leader and members should have adequate competency to write and speak English accurately and fluently.
4. **Experience:** Any international experience in related assignments will be value addition.
5. **Presentation Skill:** Team Leader should have skill and expertise to prepare and make presentation (power point) in a meeting/ workshop in English language.

O. Scope of Bid Price and Schedule of Payment

The Budget of the successful bidder will be fixed, therefore, comprehensive and all inclusive budget should be prepared. The assignment will be time bound and no extension and/or financial addition is expected to be provided. The price should take into account all HR costs and professional fees, travel costs, DSA, subsistence and ancillary expenses.

UNDP shall effect payments, by bank transfer to the successful bidder's bank account, upon acceptance by UNDP (in consultation with LGD) of the deliverables as specified in the ToR. Payments will be made in tranches based on the following percentages and milestones.

- **1st Payment:** 10% of total contract value will be paid after submission of inception report (research design, methodology, data collection tools and time bound work plan) for the assignment as stipulated in the section "M" of this ToR.
- **2nd Payment:** 50% of total contract value will be paid after submission of draft report on the citizen perception survey and assessment of results as stipulated in the section "M" of this ToR.
- **3rd Payment:** 40% of total contract value will be paid after submission of final report as stipulated in the section "M" of this ToR.

Terms:

- The selected firm shall prepare and submit the work plans for approval and submit reports as stipulated in the section "M" of this ToR.
- Payment for services of the contractor will be made upon satisfactory certification by the Local Governance (LG) Cluster of UNDP and will be remunerated by the UZGP and UPGP Projects.
- Tax and VAT shall be deducted from the contract amount in accordance with the Government Rules and Regulations. (comments: UNDP do not pay TAX & VAT)

P. Recommended Presentation of Proposal

The bidders are to submit a comprehensive technical proposal to substantiate its credentials and expertise for appraisal of bids. This includes technical and financial proposals, details of which are listed below.

Please note it's a double envelope submission. The Technical proposal and Financial Proposal will be sealed in two separate envelopes and placed in one external envelope. In case financial proposal is not sealed separately the bid will be disqualified.

1. Layout for Technical Proposal

Section 1: Profile & Expertise:

- Profile of the Firm (Max 5 pages- attachments must be placed in Annex) – Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Associations or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- Relevant Experience (Max 3 pages) of narrative detailing the work experience with specific description of technical specialization of the Firm in the field of governance and local governance;
- A complete list projects/ of assignments of the Firm. It should have project title, duration, objective, client name and value of contract. The Local government related projects should be highlighted in "Bold"

Section 2: Technical Bid

The Technical Proposal must contain a detail description of the process it intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the assignment. The same will be agreed upon by LG Cluster of UNDP in consultation with the UZGP and UPGP projects in the early stages of the commencement.

- (i) This section must provide following:
- Understanding of the assignment (Max 2 pages)
 - Proposed survey Methodology (Max 3 pages)
 - Proposed research tools in brief to be employed in alignment with research methodology (Max 2 Pages)
 - Field Operation Plan (Max 2 pages)
 - Proposed time bound work plan (Max 1 Page)



Section 3: Human resources:

(ii) Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources, which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks. The bidder must enclose:

- CVs of 3 team members with identification of one as team lead
- Role & responsibilities of proposed team members in line with proposed methodology (Max 2 page)

Two references to be provided by the contractor where previous work has been undertaken.

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

- (i) The Financial Proposal shall consist of a comprehensive budget with respective line items as aligned with work methodology and deployment of team. The budget will be prepared in BDT and would include all fees and associated costs, i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhead charges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the tasks.

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

Q. Evaluation

For the purpose of evaluation, **the bidder will have to submit a Technical proposal as per the Terms of Reference and a Financial Proposal in 2 separately sealed envelopes** placed in one outer envelope.

The technical evaluation committee will first evaluate the technical proposal. Any bidder that receives 70% of the maximum achievable points in the technical proposal will be considered eligible for financial appraisal. The financial proposal carries 30% points. The total scoring points for both the evaluations will be 100.

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

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

BASIS FOR EVALUATION

SN	Evaluation Criteria Details	Max Score
A.	Experience and qualifications of the Firm	15
	1. Overall company profile & registration	5
	2. Related Work Experience of at least 5 years	5
	3. Experience of working with Government for last 5 years	3
	4. Experience of working with UN & donors	2
B.	Key Personnel	15
	Team Lead	
	1. Ten years of related research experience	3
	2. Experience as team lead	2
	3. Education	2

	Team Member- 1	
	1. Experience	2
	2. Education	2
	Team Member – 2	
	1. Experience	2
C.	2. Education	2
	Proposed Methodology and work plan	40
	1. Understanding of assignment	10
	2. Proposed Survey Methodology & approach	20
D.	3. Field Operation Plan	10
	Total Technical Proposal:	70
E.	Financial proposal	30
	Total (D+E)	100

