



Empowered lives.  
Resilient nations.

## REQUEST FOR PROPOSAL (RFP-BD-2015-010)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm for Impact Assessment of the training on the Right to Information (RTI) and Developing Capacity development plan to implement RTI Act, 2009.**

**Proposals shall be submitted on or before 04:30 pm. (local time) on Tuesday 26 May 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](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 11, 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 <sup>1</sup>	As per enclosed TOR
List and Description of Expected Outputs to be Delivered	<p><b>Inception Report:</b> Including study methodology and action plan</p> <p><b>Draft Report:</b> Drafting Data collection tools and finalization; Collecting data from field; Data editing, entry and analysis; Preparing and submitting draft Report.</p> <p><b>Final Report:</b> Present the draft report in the meetings/ workshops and revise draft report based on the feedback. Report will be considered as final once it accommodates all feedback from the project (UZGP). After finalization of the draft report, it will have to submit to the project (UZGP) along with database as per the outline in the deliverables section (L. Final Products/Services).</p>
Person to Supervise the Work/Performance of the Service Provider	<b>Project Manager, Upazila Governance Project (UZGP), UNDP Bangladesh</b>
Frequency of Reporting	<b>As indicated in the TOR</b>
Progress Reporting Requirements	<b>As indicated in the TOR</b>
Location of work	<b>As indicated in the TOR</b>
Expected duration of work	<b>The assignment should be completed within 6 months</b>
Target start date	<b>June 2015</b>
Latest completion date	<b>Within 6 months of commencement</b>
Travels Expected	<b>As indicated in the TOR</b>
Special Security Requirements	<input checked="" type="checkbox"/> <b>Not applicable</b>
Facilities to be Provided by UNDP (i.e., must be	<b>As indicated in the TOR</b>

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

excluded from Price Proposal)	
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 <sup>2</sup>	<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 (Counting for the last day of submission of quotes)	<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
Payment Terms <sup>3</sup>	<b>1st Payment: 10%</b> of total contract value will be paid after submission of inception report (Assessment design, methodology and time bound work plan) for the assignment as stipulated in the section "F" and "L" of this ToR.  <b>2nd Payment 50%</b> of total contract value will be paid after submission of data collection tools and draft report (soft and hard) on the assessment as stipulated in the section "F" and "L" of this ToR.  <b>Final Payment: 40%</b> of total contract value will be paid after submission of final report (soft & hard copies) and database as stipulated in the section "F" and "L" of this ToR.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of	<b>Project Manager, Upazila Governance Project (UZGP), UNDP Bangladesh</b>

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

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

payment	
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Contract for Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>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.</b>
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><b><u>Minimum Eligibility Criteria of the firm:</u></b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>• Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence).</li> <li>• Track Record - The bidder must have undertaken at least 5 studies/researches in last 5 years focusing local government system/Right to Information in Local Government System and/or institutions. A list to be enclosed indicating with title, objective, duration, contract value and clients name.</li> <li>• Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;</li> <li>• Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.; (Annex 3).</li> </ul> <p><b><u>Minimum Eligibility Criteria of key personnel:</u></b></p> <p><b>Team Lead:</b></p> <ol style="list-style-type: none"> <li>1. The Team Leader must have Masters in social sciences with Minimum 10 years of progressive experience in conducting Impact Assessment/research, reviews and evaluations of similar nature.</li> <li>2. At least 3 assignments focusing local governance related assessment/research preferably as team lead. List to be enclosed.</li> </ol> <p><b>Team Member :</b></p> <ol style="list-style-type: none"> <li>1. The Member must have Masters degree in Journalism and Mass Communication or any ICT related subject with minimum 8 years of</li> </ol>

progressive experience having worked on impact assessment, research, reviews and evaluations focusing local governance.

2. At least 2 assignments focusing local government. List to be enclosed.

**Other Competencies for Team Leader & Members:**

1. **Education:** Advance Degree in Political science, ICT, Public Administration, Governance and/or development studies will be an advantage.
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.). Expertise on statistical software for statistical test and analysis is required.
3. **English Language:** Team Leader and members should have adequate competency to write and speak English accurately and fluently.
4. **Experience:** Research experience on Right to Information and 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.

**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
<b>1. Overall experience and qualifications of the firm</b>		
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 & local government for last 5 years	5
1.4	Experience of working with UN & donors	5
<b>Total</b>		<b>20</b>

	<input checked="" type="checkbox"/> Qualifications and competence of the proposed team for the assignment		
	Technical Proposal Evaluation (Form 2)	Points Obtainable	
	<b>2. Key Personnel</b>		
	Overall experience and qualifications of the <b>Team Leader</b>		
	2.1	Experience as a Team Leader	5
	2.2	10Years of related experience	5
	2.3	Education	5
	Overall experience and qualifications of the <b>Team Member</b>		
	2.4	Experience	2
	2.5	Education	3
		<b>Total</b>	<b>20</b>
	<input checked="" type="checkbox"/> Technical Strength / Experience of the Company		
	Technical Proposal Evaluation (Form 3)	Points Obtainable	
	<b>3.Proposed methodology and work plan</b>		
	3.1	Understanding of assignment	5
3.2	Proposed Survey Methodology & approach	20	
3.3	Proposed Work Plan	5	
	<b>Total</b>	<b>30</b>	
<b>Financial Proposal (30%)</b> 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  <b>Total combined score:</b> (Percentage obtained on technical proposal X 70%) + (Percentage obtained on financial proposal X 30%) = Total combined and final percentage obtained			
UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b> <input type="checkbox"/> One or more Service Providers, depending on the following factors		
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 5) <input type="checkbox"/> Others		

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

<sup>5</sup>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.

<p>Contact Person for Inquiries (Written inquiries only)<sup>6</sup></p>	<p><b>Mariam Rikta</b>, UNDP Procurement Cluster, UNDP Bangladesh <u><a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a></u></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 <u><a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a></u> within 19 May by 11.00 am. <b><u>"Attn. Mariam Rikta- Queries on RFP-BD-2015-010"</u></b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information / Pre- Proposal Meeting</p>	<p><b>A pre-proposal meeting</b> will be held on <b><u>18 May 2015 at 11:00 am</u></b> at UNDP Bangladesh, IDB Bhaban, 12<sup>th</sup> Floor, Procurement Meeting Room Agargaon, Dhaka, Bangladesh.</p> <p><b>* For attention:</b> The Financial Proposal and the Technical Proposal files <b><u>MUST BE SEPARATE</u></b> and uploaded <b><u>SEPARATELY</u></b>.</p>

<sup>6</sup>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 PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[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"> <li>a) 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</li> <li>b) Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>c) Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence).</li> <li>d) Track Record –The bidder must have undertaken at least 5 years focusing local government system/Right to Information in Local Government System and/or institutions. A list to be enclosed indicating with title, objective, duration, contract value and clients names.</li> <li>e) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;</li> <li>f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List (attached).</li> </ul> |
|---|

#### **Minimum Eligibility Criteria for key personnel:**

- |  |
|--|
| <ul style="list-style-type: none"> <li>• <b>Team Leader:</b> <ul style="list-style-type: none"> <li>g) The Team Leader must have Masters in Social Sciences with minimum 10 years of progressive experience in conducting Impact Assessment /research, reviews and evaluations of similar nature.</li> <li>h) At least 3 assignments focusing local governance related assessment /research preferably as team lead. List to be enclosed.</li> </ul> </li> <li>• <b>Team Member:</b> <ul style="list-style-type: none"> <li>i) The Member must have Masters degree in Journalism and Mass Communication or any ICT related subject with minimum 8 years of progressive experience having worked on impact assessments, research, reviews and evaluations focusing local governance. At least 2 assignments focusing local governance List to be enclosed.</li> </ul> </li> </ul> |
|--|

<sup>7</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**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\***

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

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Team Leader				
2. Services from other team members				
a. Expertise 1				
b. Etc.				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs (of Experts)				
2. Daily Allowance (of Experts)				
3. Communication				
4. Others				
<b>III. Other Related Costs</b>				
1. Local Travel for Participants				
2. Venue Costs				
3. Reproduction & Printing				
4. Others				
<b>TOTAL Amount in USD</b>				

*[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 Consultancy Firm for Impact Assessment of the training on the Right to Information (RTI) and Developing Capacity development plan to implement RTI Act, 2009.

**Reference:** RFP-BD-2015-010

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 (ToR)**  
**For**  
**Impact Assessment of the training on the Right to Information (RTI) and Developing Capacity development plan to implement RTI Act, 2009.**

<b>A. Project Title:</b>
Upazila Governance Project (UZGP)
<b>B. Description of the Assignment:</b>
<p>In 2013 and 2014, the UZGP was given training to Chair and Designated officer of 65 Upazila Parishad (UZP). Through these trainings, participants were got opportunity to know the Right to Information (RTI) Act, 2009 and their role to implement the Act at Upazila level. Now, it is required to measure the effectiveness of the trainings for planning capacity development programme.</p> <p>The overall objective of the study is to assess the effectiveness and impact of the trainings on Right to Information in 65 Upazila Parishads (UZPs). Based on the findings, the firm will develop a Capacity Development Plan to implement the Right to Information Act and digital Vision for Upazila Parishad and Upazila level government offices.</p>
<b>C. Project Description:</b>
<p>The UZGP intends to build UZPs 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 outputs of the project are as follows;</p> <p>Output 1: Strengthened Upazila Parishads as more functional, democratic transparent and accountable institutions  Output 2: Strengthened Planning and Budgeting system at UZP with MDG orientation and pro-poor service delivery mechanism  Output 3: 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 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. Besides, capacity development support on right to information will enhance the transparency and accountability of the Parishad's activities.</p> <p>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.</p> <p>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.</p>

As mentioned above, the third output is 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.

The Upazila Governance Project (UZGP) falls within the programmatic framework of the deepening democracy and scaling up support for the MDGs initiative. UZGP is part of the overall programmatic framework for UNDP and UNCDF support to the Government of Bangladesh Local Governance reforms. The project duration is from 2011 to 2016. The project is being nationally implemented by the Local Government Division of the Ministry of Local Government, Rural Development and Co-operatives and funded by the European Union and the Swiss Agency for Development and Cooperation.

#### **D. Rationale**

This review stems from the observation that UZP dwellers are not able to access to the Information of Upazila Parishad services and opportunities that were supposed to be delivered to them. Underlying this inability to access services and entitlements is their lack of awareness or access to information about their rights and entitlements as per rules and regulations. The Right to Information Act, 2009 offers a window of opportunity for these segments of society to unlock their entitlements and availing services as well. This act gives the rights to all citizens to know the services and entitlement of government's bodies by following due process. On the other, the RTI mandates government's service delivery bodies are bound to disclose their services. In brief, the factors underlying the incapacity of these segments of population for making use of provisions under the RTI is a related area of investigation and possible intervention.

UZGP is continuing support to improve transparency and accountability of UZP. Billboard of Charter of duties of UZP was installed at the premises of all UZPs and training on RTI given to 14 Designated Officers (DO) of UZPs within 2013-14. Besides, Chairs and DOs of 65 UZPs were also given 3 days training on the RTI Act, Digital Vision and their role of implementation. For the continuation of UZGP support to UZPs for improving transparency, it is necessary to know the effectiveness of trainings that were already provided. Moreover, an effective capacity development plan will have to be developed for identifying future actions.

#### **E. Objectives of the Assignment**

The overall objective of the study is to find out the effectiveness of the training on Right to Information of 65 UZPs. The specific objectives of the assignment are;

1. To identify the compliance rate of RTI Act 2009 by UZP
2. To identify the compliance rate of RTI Act 2009 by Upazila level government offices
3. To identify the method and process are being followed by UZPs for RTI Act compliance
4. To find out the scope and method that can be followed by UZP for better transparency and accountability
5. To find out the awareness on RTI of key stakeholders of UZP and Upazila level government offices
6. To chalk out the specific actions taken by the UZP after receiving training from UZGP
7. To identify the capacity gaps that need to be addressed for implementing RTI Act
8. To detail out capacity development plan for UZPs that could enhance RTI Act compliance
9. To develop an action plan based on study findings for RTI Act compliance and digital vision by UZP
10. To find out the bottlenecks of RTI Act compliance by UZP and provide recommendations including policy

This study will focus on effectiveness and utilization of trainings' learning on RTI and digital vision for Designated Officers (Information Officer) of selected Upazila and develop capacity-building plan with intervention to implement the RTI at Upazila level.

#### **F. Scope of Assessment**

The study will be completed following the below outlines:

1. **Methodology:** A total 10 UZPs will be studied by the assessment. 7 UZPs of 65 UZPs will be treated as Project Area and three UZPs from other districts with similar characteristics will be treated as Control Area, will be studied by the assessment. The following methods will be followed by the firm for data collection;
  - 1.1 **Stakeholders Survey:** Stakeholders of UZP and government offices at Upazila level will be surveyed through semi-structure questionnaire. Stakeholders include Chair and Vice Chair of UZP, UNO and Head of government offices at Upazila level.
  - 1.2 **Institutional Checklist:** Institutional information will be collected through a checklist, which will capture the institutional progress on RTI compliance. Sampled UZPs and government offices at those Upazilas level will be covered.
  - 1.3 **Observation Checklist:** Visible progress will be captured by observation checklist. Data collectors will fill out as per the visible evidences on spot.
  - 1.4 **In-depth Interview:** Key informants including officials of Information Commission, Access to Information and LGD etc., will be interviewed through open-ended questionnaire.
  - 1.5 **Literature Review:** Relevant literature will have to collect and review, and utilize as reference in the study report. In this regards, RTI legislations, UZP legislation, Mid-term Review report, research report, books and journals would be reviewed.
2. **Data Collection:** The firm will employ appropriate number of qualified and experienced Data Collectors for data collection and Supervisor for supervision of data collection team. The age of Data Collectors are expected to be less than 35 years and should be graduate in any discipline, however, social science background is preferable.
3. **Data Collection Tools:** Firm will draft all required data collection tools and share with the UZGP management (LGD, UNDP, UNCDF and UZGP). Firm will revise and finalize data collection tools in compliance with the feedback of UZGP management.
4. **Data Analysis:** Statistical analysis (logistic model and test of significance etc) will be carried out along with the frequency distribution.
5. **Action Plan:** Firm will design and present a detail action plan for data collection, analysis and report preparation.
6. **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, uncdf and projects would make sudden visit without prior notice.
7. **Draft report:** Firm will develop draft report including Capacity Development Plan (CDP) for Implementation of RTI at UZP as elaborated earlier, ensuring that CDP is not in conflict with any existing legislations of LGIs and other government agencies. Firm will make required number of presentation on the draft report at UZGP Office, UNDP and LGD.
8. **Final Report:** Firm will finalize draft report in compliance with the feedback on the Draft report.
9. **Presentation:** Team leader will have to make presentations on the draft report, tools and final report in meetings and workshop, which would be arranged by the projects.
10. **Reporting Language:** Reporting language will be in English. However, data collection tools language will be in Bangla and English as well.

#### **G. Geographical Coverage**

The RTI trainings were covered 65 Upazila Parishad of the seven districts. A total five UZPs will be covered by the study. Sample of three UZPs from the below and another two UZPs from different district will be covered by the study.

Table- 1 : RTI Trainings held during 2013-14

#	Division	Selected District	Selected Upazila	Total UZP
1.	Dhaka	Kishoreganj	Kishoregonj Sadar, Mithamoin, Tarail, Nikli, Pakundia, Kuliachar, Itna, Katiadi, Bhairab, Karimgonj, Austagram, Bajitpur, Hossainpur	13
2.	Chittagong	Brahmanbaria	Ashuganj, Nisirnagar, Sarail, Akhaura, Bijoynagar, Bancharampur, B. Baria Sadar, Kasba, Nabinagar,	09
3.	Rajshahi	Sirajganj	Tarash, Ullapara, Serajgonj Sadar, Shahzadpur, Raiganj, Kazipu, Chauhali, Belkuchi, Kamarkh.	09
4.	Rangpur	Rangpur	Rangpur Sadar, Taragonj, Pirgonj, Gongachara, Bodargonj, Kaunia, Pirgacha, Mithapukur	08
5.	Sylhet	Sunamganj	Tahirpur, South Sunamgonj, Sunamgonj Sadar, Jagannatpur Doarabazar, Chatak, Sulla, Dera, Bishwamvarpur, Dharmapasha, Jamalgonj.	11
6.	Khulna	Khulna	Dacope, Batiaghata, Dighalia, Dumuria, Fultala, Koira, Paikgacha, Terokhada, Rupsha.	09
7.	Barisal	Barguna	Bamna, Betagi, Patharghata, Amtoli, Taltoli, Barguna Sadar.	06

#### H. Expected Outputs

#	Outputs	Timeline (from date of contract signing)	Payment
1.	• <b>Inception Report</b> including study methodology and action plan	1 week	10%
2.	• <b>Draft Report:</b> Drafting Data collection tools and finalization; Collecting data from field; Data editing, entry and analysis; Preparing and submitting draft Report	8 weeks	50%
3.	• <b>Final Report:</b> Present the draft report in the meetings/ workshops and revise draft report based on the feedback. Report will be considered as final once it accommodates all feedback from the project (UZGP). After finalization of the draft report, it will have to submit to the project (UZGP) along with database as per the outline in the deliverables section (L. Final Products/Services).	3 weeks	40%

#### I. Impact of study results

The study of the effectiveness and Utilization of the RTI Training's learning, and Capacity development Plan will send to the LGD, UNDP, UNCDF and UZGP. The projects will use the findings of the assessment in fine-tuning for capacity building system and make necessary changes in the activity plan as appropriate. Findings and recommendations from this assessment will also enable the Project as well as LGD to initiate necessary capacity development activities towards to enhance RTI and digital Bangladesh Vision at UZP level by implementing RTI Act. It will also serve to improve the effectiveness of projects as well as performance of Designated Officials.

#### J. Institutional Arrangement

The selected firm will have following institutional arrangements for execution of Assessment.

<ul style="list-style-type: none"> <li>a. Close coordination with the Project Manager from the UZGP project for project based institutional, operational and field support. The Project Managers will ensure availability of support and cooperation from the National Project Director and Local Government Division of MoLGRD&amp;C, as required, along with the UNDP. The Project Manager will provide the firm with necessary documentations, background papers and will monitor the progress of work as per agreed coordination Matrix.</li> <li>b. Maintain technical coordination with Local Government Cluster and UZGP's International Technical Advisor, as required, with Project Managers in loop.</li> <li>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.</li> </ul>
<p><b>K. Duration of the Work and Duty Station</b></p> <p>The estimated duration of the Assessment is 6 months.</p> <ul style="list-style-type: none"> <li>1. Inception Report – 1 Week</li> <li>2. Draft Report – 8 Weeks</li> <li>3. Final Report – 3 Weeks</li> </ul> <p>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, interviews as required by the assignment.</p>
<p><b>L. Final Products/Services</b></p> <p>The firm will be expected to submit in line with the Scope of Assessment, section 'F':</p> <ul style="list-style-type: none"> <li>1. Inception report (detail study methodology, data collection methods and techniques, list of documents to be reviewed and time bound work plan to carry out assignment as per identified scope of work) – Hard &amp; soft copy</li> <li>2. Data Collection Tools (English and Bangla version) – Hard &amp; soft copy</li> <li>3. Draft report on the study including Capacity Building Plan in English (Soft copy in MS Word and 3 hard copies).</li> <li>4. Revised draft study report including Capacity Development Plan - Hard &amp; soft copy</li> <li>5. Final study report with Capacity development Plan to be submitted by the end of 10th week – Hard &amp; soft copy in MS Word</li> <li>6. Firm has to make presentations on Inception Report, Draft tools, Draft Report and Final Report</li> <li>7. Soft and hard copy of presentations</li> <li>8. Soft copy of Database in MS Excel and MS Access</li> </ul> <p>The language of communication and reporting will be English. All tools will be prepared in English and translated into Bangla for field application, as required. The final report will have a certified Bangla translation to be prepared by the bidder.</p>
<p><b>M. Qualification of the successful contractor</b></p> <p>The services of a firm will be hired through competitive bidding to support the assignment study. The Research institutes, Universities, NGOs, think-tanks and consulting firms having proven expertise and experience of large scale on Training Assessment study, Research, survey, review and evaluation are encouraged to apply.</p> <p><b>Minimum eligibility criteria of the firm:</b></p> <ul style="list-style-type: none"> <li>1. The firm must be a registered entity. Updated Registration Papers, Tax Payment Certification must be submitted.</li> <li>2. Minimum 5 years of demonstrated experience in carrying out assessment study /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.</li> </ul>

3. Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence)
4. The bidder must have undertaken at least 5 studies/researches in last 5 years focusing local government system/Right to Information in Local Government System and/or institutions. A list to be enclosed indicating with title, objective, duration, contract value and clients name.
5. Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
6. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

**Minimum eligibility criteria for the study team:**

**Team Lead:**

3. The Team Leader must have Masters in social sciences with Minimum 10 years of progressive experience in conducting Impact Assessment/research, reviews and evaluations of similar nature.
4. At least 3 assignments focusing local governance related assessment/research preferably as team lead. List to be enclosed.

**Team Member :**

3. The Member must have Masters degree in Journalism and Mass Communication or any ICT related subject with minimum 8 years of progressive experience having worked on impact assessment, research, reviews and evaluations focusing local governance.
4. At least 2 assignments focusing local government. 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:**

6. **Education:** Advance Degree in Political science, ICT, Public Administration, Governance and/or development studies will be an advantage.
7. **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.). Expertise on statistical software for statistical test and analysis is required.
8. **English Language:** Team Leader and members should have adequate competency to write and speak English accurately and fluently.
9. **Experience:** Research experience on Right to Information and international experience in related assignments will be value addition.
10. **Presentation Skill:** Team Leader should have skill and expertise to prepare and make presentation (power point) in a meeting/ workshop in English language.

**N. 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 (Assessment design, methodology and time bound work plan) for the assignment as stipulated in the section "F" and "L" of this ToR.
- **2nd Payment: 50%** of total contract value will be paid after submission of data collection tools and draft report (soft and hard) on the assessment as stipulated in the section "F" and "L" of this ToR.
- **Final Payment: 40%** of total contract value will be paid after submission of final report (soft & hard copies) and database as stipulated in the section "F" and "L" of this ToR.

**Terms:**

- The selected firm shall prepare and submit the work plans for approval and submit reports as stipulated in the section "F" 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 Project.
- 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).

**O. 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 projects in the early stages of the commencement.

(i) This section must provide following:

- understanding of the assignment (Max 2 pages)
- proposed Assessment Methodology (Max 2 pages)
- Proposed time bound work plan ( 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 Team Leader and Team Member 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.

**P. 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.	<b>Experience and qualifications of the Firm</b>	<b>20</b>
	1. Overall company profile & registration	5
	2. Related Work Experience of at least 5 years	5
	3. Experience of working with Government & local government for last 5 years	5
	4. Experience of working with UN & donors	5
B.	<b>Key Personnel</b>	<b>20</b>
	<b>Team Lead</b>	<b>15</b>
	1. Education	5

	2. 10 years of related experience	5
	3. Experience as team lead	5
	<b>Team Member</b>	<b>5</b>
	1. Education	3
	2. Relevant Working Experience	2
C.	<b>Proposed Methodology and work plan</b>	<b>30</b>
	1. Understanding of assignment	5
	2. Proposed assessment Methodology & approach	20
	3. Proposed work plan	5
D	<b>Total Technical Proposal: 70</b>	<b>70</b>
C	<b>Total Financial proposal: 30</b>	<b>30</b>
<b>Total (D+C)</b>		<b>100</b>