



REQUEST FOR PROPOSAL (RFP) (RFP-BD-2019-035)

NAME & ADDRESS OF FIRM	DATE: August 22, 2019
	REFERENCE: RFP-BD-2019-035

Dear Sir / Madam:

We kindly request you to submit your Proposal for ***Hiring a firm for Conducting Mediation Training and Workshop for the Community Members in Ukhiya & Teknaf of Cox's Bazar.***

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

Proposals shall be submitted on or ***before 4.30 p.m. (local time) on Tuesday, September 10, 2019*** 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 **120 days**

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation". In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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 the Proposer

to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal. Please do not put the price of your proposal in the 'line items' in the system. Instead put 1 and upload the financial proposal as instructed above.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Munir Hossain
UNDP Bangladesh
8/22/2019

Description of Requirements

Context of the Requirement	<p>An estimated 688,000 Rohingya community, have been fled forcibly due to violence from Myanmar into Cox's Bazar and the Chittagong Hill Tracts since 25 August 2017. The cumulative total of Forcibly Displaced Myanmar Nationals (FDMN) since 1978, 1991, and 2016 movements on top of 2017 movement is, according to the Government of Bangladesh 908,000, which is almost equal to the 1.2 million total population of Cox's Bazar. The rapid influx of FDMN into areas with high baseline levels of poverty and environmental vulnerability has put immense strain on infrastructure, services and the host population. There have been observations that conflict and social tension is rising gradually, within the camps between Rohingya, between Rohingya and host community, as well as inter-community tensions, including at household level, outside the camps. Both in 2017 and 2018 there have been high profile killings of camp community leaders as part of factional infighting in the Rohingya community. Considering the urgent humanitarian crisis and high risk of escalation of social tension between the host and Rohingya Community UNDP initiated to work intensively through different long-term projects for both communities. Community Stabilization and Resilience is essential for peaceful co-existence and keeping this in agenda UNDP has been implementing a Community Recovery and Resilience Project (C2RP) in Ukhia and Teknaf of Cox Bazar in view of addressing the impact of the influx on host communities focusing on livelihoods and social cohesion. The C2RP project has been conducting dialogues and discussions with groups of stakeholders who are the catalyst in promoting stability through greater social cohesion, resilience and peace in the host community. Such dialogues and discussions are the primary activities that aim to create community leadership to advance ideas, such as, peace promotion and conflict mediation in their respective 'jurisdiction'. The stakeholders of this project are (i) youth (ii) community men & women (iii) religious leaders (iv) local civil society members/CBOs/NGOs/CSOs (v) local government representatives (vi) public sector service providers and (vii) media workers. The main objective of these dialogues and discussions is to raise awareness and motivation to work towards improved level of stability (qualitatively) as a result of community initiatives in promoting social cohesion, resilience and peace in the host community. As per plan the project has formed Mediators Forum to resolve community-based conflict and stabilize the social cohesion. The primary area of project activities will be confined to Ukhia and Teknaf Upazila of Cox's Bazar district. After successful implementation of the current phase, the project area could be expanded in the future into other areas of Cox's Bazar</p>
Implementing Partner of UNDP	The C2RP project of United National Development Programme (UNDP)
Brief Description of the Required Services ¹	<p>Objectives of the assignment:</p> <p>In order to enhance the capacity of the volunteer mediator's forum members in terms of knowledge on the peace building, understanding the issues of social tension identify the conflict drivers, use the local tools and communication for stabilization of the social cohesion. And also to build the skills on how to communicate with the relevant stakeholders and other forum members, create a platform to discuss the conflicting</p>

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

	<p>issues, resolve the conflict and document the same as well as improve the knowledge on the day to day law. Therefore, UNDP would hire a firm to conduct training and workshop to enhance the knowledge and skills of the mediators so that they can play their role, deal the conflict, tackle the tension, communicate with the stakeholders and conflicting parties to resolve the conflict and also can contribute towards social peace and harmony in Ukhiya and Teknaf of Cox's Bazar.</p> <p>The specific objectives of the assignment:</p> <ol style="list-style-type: none"> 1. In view of addressing the above issues the firm will review the peace building elements and local context on which they will conduct a quick survey with the trained forum members to ascertain the need for capacity building on Mediation. 2. Conduct One (1) batch Advance Training on Mediation for Champions; Eight (8) batch Refresher Training on Mediation & Six (6) batch Awareness raising workshop on Peace building and Mediation. 3. Develop & update the training and teaching materials with the other materials for effectiveness of the training and further use of the materials during Mediation session. 4. Develop an operation manual for conducting mediation including the guideline and reference materials and hand book for the participants to practice the same after the training; <p>Develop a booklet on the day to day law that requires dealing the criminal and civil issues. Enhance capacity to document the mediation.</p> <p>Scope of Work</p> <p>UNDP intends to hire a specialized training institution or firm to provide the following services:</p> <ol style="list-style-type: none"> 1. Review the current context of Ukhia and Teknaf of Cox's Bazar especially the status of the social cohesion and the potential factors that can destabilize the social tension. 2. Understand on the existing conflict drivers' aspects and how to defend them in an efficient manner in respect of defusing the social tension. Identify all the existing local tools for addressing the conflict resolution including and could be the best grievance mechanism to ensure the social cohesion and peace and development. 3. Review the existing literature on community security issues and common conflict prevailing in the area. 4. Understand the relation between Rohingya 'refugees' and host community from the perspective of fragility, opportunities and threats 5. Conduct a need assessment and assess the performance of the participants following the pre and post evaluation process to modify the module if need and to document the aspects for future use of the same <p>Provide awareness building and leadership training on Community Based Mediation.</p>
List and Description of Expected Outputs to be Delivered	

	Expected Results and Deliverables						
	No	Descriptions of work	Batch	Participants number	Unit (Day)	Trainer number	Required total number of days for assignment
	1	Advance Training on mediation for Champions (1 batch) (5 days training)	1	25 persons	(5 + 3) = 8 days (Including training and preparation for training)	2	16 days
	2	Refresher training on mediation (8 Batches) (3 days training for each batch)	8	213 persons	(24 + 6) = 30 days (Including training and preparation for training)	2	60 days
	3	Workshop on Mediation & Peace building process (6 batches, day long)	6	25 x 6 = 150 persons	(6 + 4) = 10 days (Including training and preparation for training)	1	10 days
						Total day	86 days
Person to Supervise the Work/Performance of the Service Provider	The project manager of C2RP will oversee the performance of the firm and also provide support to invite the participants to attend the programme in the training venue. The respective district facilitator will provide all sorts of logistical support & communication with the participants & other stakeholders.						
Frequency of Reporting	<i>[As Indicate in the TOR]</i>						
Progress Reporting Requirements	<i>As Indicate in the TOR</i>						
Location of work	<input checked="" type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <i>As Indicate in the TOR</i>						

Expected duration of work	The duration of this assignment is for 3 months over a period from mid-September to 30th December 2019. The venue of the Training and workshop would be in UP & Upazila level of Ukhiya and Teknaf.
Target start date	15 September 2019
Latest completion date	30 December 2019
Travels Expected	<input checked="" type="checkbox"/> <i>As indicated in the ToR</i>
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Not Required
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency or USD for international
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" 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.

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

Partial Quotes	<input checked="" type="checkbox"/> Not permitted															
Payment Terms	Trench Payment Schedule As per Deliverables: <table border="1"> <thead> <tr> <th>Deliverables/Outputs</th><th>Estimated Duration to Complete (business days)</th><th>Target Due Dates</th><th>% of the total payment</th></tr> </thead> <tbody> <tr> <td> a. Inception report (including methodology, tools for data collection, proposed timeline), develop checklist and agenda for the discussion and dialogue. Share b. A background report in the context of current status of the social cohesion of Ukhiya and Teknaf of Cox's Bazar </td><td>Within 2nd week of September 2019</td><td>25th of September 2019</td><td>30%</td></tr> <tr> <td> a. Advance Training on mediation for Champions (1 batch) (5 days training) b. Refresher training on mediation (8 Batches) (3 days training for each batch) c. Workshop of Mediation & Peace building process (6 batches, day long) d. Prepare and submit final report. </td><td> 1st week of October 2019 4th week of November 2019 3rd week of December, 2019 </td><td>20th December 2019</td><td>70%</td></tr> </tbody> </table>				Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	% of the total payment	a. Inception report (including methodology, tools for data collection, proposed timeline), develop checklist and agenda for the discussion and dialogue. Share b. A background report in the context of current status of the social cohesion of Ukhiya and Teknaf of Cox's Bazar	Within 2 nd week of September 2019	25 th of September 2019	30%	a. Advance Training on mediation for Champions (1 batch) (5 days training) b. Refresher training on mediation (8 Batches) (3 days training for each batch) c. Workshop of Mediation & Peace building process (6 batches, day long) d. Prepare and submit final report.	1 st week of October 2019 4 th week of November 2019 3 rd week of December, 2019	20 th December 2019	70%
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The project manager of C2RP will oversee the performance of the firm and also provide support to invite the participants to attend the programme in the training venue. The respective district facilitator will provide all sorts of logistical support & communication with the participants & other stakeholders.															
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract															

Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p>Qualifications of the Successful Firm & Trainers:</p> <p>The key qualification of the firm, team leader and trainers are listed below. The interested firms should submit 4 CVs for the Lead Trainer and Co-trainers. CVs must be tailored (not more than 2 pages) to demonstrate competence against these requirements. Failure to demonstrate (with evidence) the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.</p> <p>Minimum Eligibility Criteria of the firm:</p> <p>The firm should be able to demonstrate that it has proven expertise and experience to accomplish the assigned tasks. The firm should have expert senior level trainers to conduct the assessments and deliver high quality training as output and results.</p> <ul style="list-style-type: none"> • Profile (which should not exceed Three (3) pages excluding reference of any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations. • At least 07 years of experience in the field of Access to Justice, Legal Aid, Mediation, Human Rights, Child Rights and Gender Justice (Relevant Work order/Notification of award / Contract or Agreement /Purchase Order must be attached as an evidence of works) • Business Licenses – Original and updated Registration Papers, Tax Payment Certification, BIN/VAT Certification etc. • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; vendor should have own training venue with the following other physical facilities: • At least submit the two-performance evaluation of relevant work order or job completion certification within last three years in the area of Access to Justice, Legal Aid, Mediation, Human Rights, Child Rights and Gender Justice

	<ul style="list-style-type: none"> • 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. Annexure-04. <p>Note: A panel of 4 expert trainers having background of conducting such training along with CVs;</p> <p>Minimum Eligibility Criteria of key personnel:</p> <p>Lead Trainer-01:</p> <p>The lead trainer will be a key liaison point between UNDP and the firm. It is expected that he/she will have overall responsibility for the assignment and conduct proposed training, oversight of team and oversee the quality of the training both the quality of the materials and the performance of the team members.</p> <p>Education Qualification of Lead Trainer:</p> <ul style="list-style-type: none"> • The Lead Trainer must have minimum master's degree in social science related subjects (Law degree is preferred) <p>Required Experience:</p> <ul style="list-style-type: none"> • At least 10 years of experience on both developing the relevant training and teaching materials and capacity to manage a large training programme on Mediation, Access to Justice and Human Rights; • Proven track record of conducting mediation training for national and international organization; • Track record of leading a huge team to conduct large volume of training including prepare high quality training report; • Experience of working with human rights organizations is required; • Proven experience of developing training module, manual and operational guideline. <p>Co-Trainer-02:</p> <p>The firm should have a panel of trainers for conducting this community-based mediation training.</p> <p>Education Qualification of Co-Trainer:</p>
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	<ul style="list-style-type: none"> The Co-Trainer must have minimum bachelor's degree in social science related subjects <p>Required Experience:</p> <ul style="list-style-type: none"> At least 10 years' experience of conducting training and have knowledge on the modern training techniques; 05 years' Experience of conducting training; develop teaching material, module & operational manual. The co-Trainers must have working experience with the human rights and in any other justice organization. <p>Note: <i>Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which fail to submit/meet above mentioned eligibility criteria will not be considered for further evaluation.</i></p> <p>Technical Proposal (70%)</p> <p><input checked="" type="checkbox"/> Expertise of the Firm 20%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40 %</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40%</p> <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>Technical Evaluation Criteria/Basis of scoring:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2">Summary of Technical Proposal Evaluation Forms</th> <th>Score Weight</th> <th>Points Obtainable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Overall experience and Expertise of the organization</td> <td>20%</td> <td>20</td> </tr> <tr> <td>2</td> <td>Proposed Methodology, Approach and Implementation Plan</td> <td>40%</td> <td>40</td> </tr> <tr> <td>3</td> <td>Management Structure and Key Personnel</td> <td>40%</td> <td>40</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td></td> <td>100</td> </tr> </tbody> </table> <table border="1" style="width: 100%;"> <thead> <tr> <th>Criteria</th> <th>Weight</th> <th>Max. Points</th> </tr> </thead> <tbody> <tr> <td><u>Technical</u></td> <td rowspan="2" style="text-align: center; vertical-align: middle;">70%</td> <td></td> </tr> <tr> <td>1. Overall experience and Expertise of the organization/Firm (Form1)</td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	1	Overall experience and Expertise of the organization	20%	20	2	Proposed Methodology, Approach and Implementation Plan	40%	40	3	Management Structure and Key Personnel	40%	40	Total			100	Criteria	Weight	Max. Points	<u>Technical</u>	70%		1. Overall experience and Expertise of the organization/Firm (Form1)	20
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	1.1-Organization Reputation and staff credibility and Years of Establishment as a firm- Number of years' experience as a firm	5
	1.2-Relevant Experience on conducting high-quality training in the area of access to justice, human rights and mediation.	10
	1.3-Experience on working with UN organization/ World Bank/ Other International agencies	05
	2. Methodology proposed in the technical proposal (Form 2)	40
	2.1- Relevance and appropriateness of methodology and approaches in responding the ToR	10
	2.2- Appropriateness and relevance of tools and methodology	10
	2.3- Overall understanding of the proposed assignment in terms of work planning and Proposed work plan and timeline relevant to the assignment as per the Terms of Reference	10
	2.4- Risk Management & Overall flexibility, Monitoring, quality assurance technique	10
	3. Expertise of Key personnel (Form3)	40
	3.1- Qualifications and Relevant experience of Team Leader:	20
	3.2- Qualifications and Relevant experience of Co-Trainer	20
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider	
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html	
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex-05) <input checked="" type="checkbox"/> Detailed TOR -Anenxure-04 <input checked="" type="checkbox"/> Training and Workshop Schedule -Anenxure-03 <input checked="" type="checkbox"/> Declaration -Anenxure-06	

Contact Person for Inquiries (Written inquiries only) ³	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 31 August 2019.</i> <i><u>"Queries on RFP-BD-2019-035"</u></i> 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.
Other Information <i>[pls. specify]</i>	

³ 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 PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

**(THE FOLLOWING TWO SECTION {D & E} SHOULD BE SUBMITTED AS
PASSWORD PROTECTED FINANCIAL PROPOSAL)**

D. Cost Breakdown per Deliverable* - Price including all Direct and Indirect cost (VAT & TAX)

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1- Inception report (including methodology, tools for data collection, proposed timeline), develop checklist and agenda for the discussion and dialogue. Share b. A background report in the context of current status of the social cohesion of Ukhiya and Teknaf of Cox's Bazar	30 % of the total contract amount shall be paid upon successfully completion of deliverables-01	
2	Deliverable 2 Advance Training on mediation for Champions (1 batch) (5 days training) b. Refresher training on mediation (8 Batches) (3 days training for each batch) c. Workshop of Mediation & Peace building process (6 batches, day long) d. Prepare and submit final report.	70 % of the total contract amount shall be paid upon successfully completion of deliverables-02	
	Total	100%	

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

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

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

1. Services from Home Office				
a. Lead Trainer				
b. Co- Trainer-02 or Panel				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

Annex 3

Training and Workshop Schedule					
SL #	Particulars	Unit in each batch	Total Unit	Unit Cost in Taka	Total Cost in Taka
1	Master/Core Trainer (15 batches)	(16 + 60) days	76	xxx	xxx
2	Subject Trainers (15 batches)	(16 + 60 + 10) days	86	xxx	xxx
3	Accommodation and Food (Breakfast, Lunch and Dinner) cost for Master trainer.	76 days	76	xxx	xxx
4	Accommodation and Food (Breakfast, Lunch and Dinner) cost for Co- Trainer	86 days	86	xxx	xxx
5	Travel cost for Master trainer and co-trainer	4 x 2	8	xxx	xxx
5	Training Materials	388 persons	388	xxx	xxx
8	Overhead or service charge	8% on total budget		xxx	xxx

Terms of Reference (TOR)

Hiring Firm Contract:

Provide Master/Lead trainer & Co-trainer to Conduct Mediation Training and Workshop for the Community Members in Ukhiya & Teknaf of Cox's Bazar.

Background:

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

Considering the urgent humanitarian crisis and high risk of escalation of social tension between the host and Rohingya Community UNDP initiated to work intensively through different long-term projects for both communities. Community Stabilization and Resilience is essential for peaceful co-existence and keeping this in agenda UNDP has been implementing a Community Recovery and Resilience Project (C2RP) in Ukhiya and Teknaf of Cox Bazar in view of addressing the impact of the influx on host communities focusing on livelihoods and social cohesion.

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

Objectives of the assignment:

In order to enhance the capacity of the volunteer mediator's forum members in terms of knowledge on the peace building, understanding the issues of social tension identify the conflict drivers, use the local tools and communication for stabilization of the social cohesion. And also to build the skills on how to communicate with the relevant stakeholders and other forum members, create a platform to discuss the conflicting issues, resolve the conflict and document the same as well as improve the knowledge on the day to day law. Therefore, UNDP would hire a firm to conduct training and workshop to enhance the knowledge and skills of

the mediators so that they can play their role, deal the conflict, tackle the tension, communicate with the stakeholders and conflicting parties to resolve the conflict and also can contribute towards social peace and harmony in Ukhiya and Teknaf of Cox's Bazar.

The specific objectives of the assignment:

5. In view of addressing the above issues the firm will review the peace building elements and local context on which they will conduct a quick survey with the trained forum members to ascertain the need for capacity building on Mediation.
6. Conduct One (1) batch Advance Training on Mediation for Champions; Eight (8) batch Refresher Training on Mediation & Six (6) batch Awareness raising workshop on Peace building and Mediation.
7. Develop & update the training and teaching materials with the other materials for effectiveness of the training and further use of the materials during Mediation session.
8. Develop an operation manual for conducting mediation including the guideline and reference materials and hand book for the participants to practice the same after the training;
9. Develop a booklet on the day to day law that requires dealing the criminal and civil issues. Enhance capacity to document the mediation.

C. Scope of Work

UNDP intends to hire a specialized training institution or firm to provide the following services:

6. Review the current context of Ukhiya and Teknaf of Cox's Bazar especially the status of the social cohesion and the potential factors that can destabilize the social tension.
7. Understand on the existing conflict drivers' aspects and how to defend them in an efficient manner in respect of defusing the social tension. Identify all the existing local tools for addressing the conflict resolution including and could be the best grievance mechanism to ensure the social cohesion and peace and development.
8. Review the existing literature on community security issues and common conflict prevailing in the area.
9. Understand the relation between Rohingya 'refugees' and host community from the perspective of fragility, opportunities and threats
10. Conduct a need assessment and assess the performance of the participants following the pre and post evaluation process to modify the module if need and to document the aspects for future use of the same
11. Provide awareness building and leadership training on Community Based Mediation.

D. Expected Results and Deliverables

No	Descriptions of work	Batch	Participants number	Unit (Day)	Trainer number	Required total number of days for assignment
1	Advance Training on mediation for Champions (1 batch) (5 days	1	25 persons	(5 + 3) = 8 days (Including training and	2	16 days

	training)			preparation for training)		
2	Refresher training on mediation (8 Batches) (3 days training for each batch)	8	213 persons	(24 + 6) = 30 days (Including training and preparation for training)	2	60 days
3	Workshop on Mediation & Peace building process (6 batches, day long)	6	25 x 6 = 150 persons	(6 + 4) = 10 days (Including training and preparation for training)	1	10 days
					Total day	86 days

Payment Schedule Linked with deliverables:

Deliverables/Outputs	Estimated Duration to Complete (business days)	Target Due Dates	% of the total payment
c. Inception report (including methodology, tools for data collection, proposed timeline), develop checklist and agenda for the discussion and dialogue. Share	Within 2 nd week of September 2019	25 th of September 2019	30%
d. A background report in the context of current status of the social cohesion of Ukhiya and Teknaf of Cox's Bazar			

e. Advance Training on mediation for Champions (1 batch) (5 days training)	1 st week of October 2019	20 th December 2019	70%
f. Refresher training on mediation (8 Batches) (3 days training for each batch)	4 th week of November 2019		
g. Workshop of Mediation & Peace building process (6 batches, day long)	3 rd week of December, 2019		
h. Prepare and submit final report.			

F. Methodology

The assignment will commence with review of existing literature on the issue of Rohingya ‘refugees’ and its implication on the relationship between the ‘refugee’ population and host community from the perspective of social cohesion, resilience and peace. Based on the findings of the desk research, the training module will be revised and update. The firm will assess the existing culture and norms of the community of Ukhiya and Teknaf of Cox’s Bazar and the materials of the training would be developed and or revised. The methodology of the training mostly would be highly participatory to have a greater impact of the training to the participants so that they can replicate the model or system in their own area for effective resolution of the disputes. Ensure mock and practical demonstration of the session taking the participants at the field level. The firm will also analyse participants’ status and behavior and does pre and post evaluation on the training impact. Finally, share a final report on the training.

G. Institutional Arrangement

The project manager of C2RP will oversee the performance of the firm and also provide support to invite the participants to attend the programme in the training venue. The respective district facilitator will provide all sorts of logistical support & communication with the participants & other stakeholders.

H. Duration of the Work and Duty Stations

The duration of this assignment is for 3 months over a period from mid-September to 30th December 2019. The venue of the Training and workshop would be in UP & Upazila level of Ukhiya and Teknaf.

I. Qualifications of the Successful Firm & Trainers:

The key qualification of the firm, team leader and trainers are listed below. The interested firms should submit 4 CVs for the Lead Trainer and Co-trainers. CVs must be tailored (not more than 2 pages) to demonstrate competence against these requirements. **Failure to demonstrate (with evidence) the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.**

Minimum Eligibility Criteria of the firm:

The firm should be able to demonstrate that it has proven expertise and experience to accomplish the assigned tasks. The firm should have expert senior level trainers to conduct the assessments and deliver high quality training as output and results.

- Profile (which should not exceed Three (3) pages excluding reference of any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- At least 07 years of experience in the field of Access to Justice, Legal Aid, Mediation, Human Rights, Child Rights and Gender Justice (Relevant Work order/Notification of award / Contract or Agreement /Purchase Order must be attached as an evidence of works)
- Business Licenses – Original and updated Registration Papers, Tax Payment Certification, BIN/VAT Certification etc.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; vendor should have own training venue with the following other physical facilities:
- At least submit the two-performance evaluation of relevant work order or job completion certification within last three years in the area of Access to Justice, Legal Aid, Mediation, Human Rights, Child Rights and Gender Justice
- 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. Annexure-04

Note: A panel of 4 expert trainers having background of conducting such training along with CVs;

Minimum Eligibility Criteria of key personnel:

Lead Trainer-01:

The lead trainer will be a key liaison point between UNDP and the firm. It is expected that he/she will have overall responsibility for the assignment and conduct proposed training, oversight of team and oversee the quality of the training both the quality of the materials and the performance of the team members.

Education Qualification of Lead Trainer:

- The Lead Trainer must have minimum master's degree in social science related subjects (Law degree is preferred)

Required Experience:

- At least 10 years of experience on both developing the relevant training and teaching materials and capacity to manage a large training programme on Mediation, Access to Justice and Human Rights;
- Proven track record of conducting mediation training for national and international organisation;

- Track record of leading a huge team to conduct large volume of training including prepare high quality training report;
- Experience of working with human rights organizations is required;
- Proven experience of developing training module, manual and operational guideline.

Co-Trainer-02:

The firm should have a panel of trainers for conducting this community-based mediation training.

Education Qualification of Co-Trainer:

- The Co-Trainer must have minimum bachelor's degree in social science related subjects

Required Experience:

- At least 10 years' experience of conducting training and have knowledge on the modern training techniques;
- 05 years' Experience of conducting training; develop teaching material, module & operational manual.
- The co-Trainers must have working experience with the human rights and in any other justice organisation.

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

K. Scope of Price Proposal and Schedule of Payments

Remuneration of the successful contractor will be fixed, and bids should be submitted on this basis. No adjustment will be made for the period and determined by the specified outputs as per this ToR. The price should consider all lead **trainer and Co-trainer's professional fees, travel costs and living costs for trainers, training material cost, organisation administrative or subsistence and ancillary expenses.**

UNDP shall affect payments, by bank transfer to the firm's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be based on milestone deliverables upon submission of invoice and upon certification of the work completed.

M. Evaluation

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

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

Only firms obtaining a minimum of 70% of maxim achievable score (i.e. 49 points) in the technical analysis would be considered for financial appraisal, and ultimately therefore, for contracting.

Technical Evaluation Criteria/Basis of scoring:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Overall experience and Expertise of the organization	20%	20
2	Proposed Methodology, Approach and Implementation Plan	40%	40
3	Management Structure and Key Personnel	40%	40
Total			100

Criteria	Weight	Max. Points
Technical		
1. Overall experience and Expertise of the organization/Firm (Form1)		20
1.4- Organization Reputation and staff credibility and Years of Establishment as a firm- Number of years' experience as a firm		5
1.5- Relevant Experience on conducting high-quality training in the area of access to justice, human rights and mediation.		10
1.6- Experience on working with UN organization/ World Bank/ Other International agencies		05
2. Methodology proposed in the technical proposal (Form 2)		40
2.1- Relevance and appropriateness of methodology and approaches in responding the ToR	70%	10
2.2- Appropriateness and relevance of tools and methodology		10
2.3- Overall understanding of the proposed assignment in terms of work planning and Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		10
2.4- Risk Management & Overall flexibility, Monitoring, quality assurance technique		10
3. Expertise of Key personnel (Form3)		40
3.1- Qualifications and Relevant experience of Team Leader:		20
3.2- Qualifications and Relevant experience of Co-Trainer		20

Annexure- A**Cost Breakdown per Deliverable as an guideline for Vendor**

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)

1	a. Inception report (including methodology, tools for data collection, proposed timeline), develop checklist and agenda for the discussion and dialogue. Share b. A background report in the context of current status of the social cohesion of Ukhiya and Teknaf of Cox's Bazar	30%	Please provide the amount
2	a. Advance Training on mediation for Champions (1 batch) (5 days training) b. Refresher training on mediation (8 Batches) (3 days training for each batch) c. Workshop of Mediation & Peace building process (6 batches, day long) d. Prepare and submit final report.	70%	Please provide the amount
	Total	100%	Please provide the amount

Budget for Mediation Training and Workshop					
SL #	Particulars	Unit in each batch	Total Unit	Unit Cost in Taka	Total Cost in Taka
1	Master/Core Trainer (15 batches)	(16 + 60) days	76	xxx	xxx
2	Subject Trainers (15 batches)	(16 + 60 + 10) days	86	xxx	xxx
3	Accommodation and Food (Breakfast, Lunch and Dinner) cost for Master trainer.	76 days	76	xxx	xxx
4	Accommodation and Food (Breakfast, Lunch and Dinner) cost for Co- Trainer	86 days	86	xxx	xxx
5	Travel cost for Master trainer and co-trainer	4 x 2	8	xxx	xxx
5	Training Materials	388 persons	388	xxx	xxx

8	Overhead or service charge	8% on total budget		xxx	xxx

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with

any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Declaration

Date:

United Nations Development Programme

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

Assignment: **Hiring a firm for Conducting Mediation Training and Workshop for the Community Members in Ukhiya & Teknaf of Cox's Bazar**

Reference: RFP-BD-2019-035

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,