



## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

|                        |                            |
|------------------------|----------------------------|
| NAME & ADDRESS OF FIRM | DATE: March 8, 2020        |
|                        | REFERENCE: RFP-BD-2020-006 |

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Hiring a Firm for Baseline Study Baseline Study of Activating Village Courts in Bangladesh Phase- II (Chittagong Hill Tracts Part)**

**Proposals shall be submitted on or before 4.30 p.m. (local time) on Sunday, March 22, 2020**

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.

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

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

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

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

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

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

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

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

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

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

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

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

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Yonah Samo*

*Senior Operations Manager*

*UNDP Bangladesh*

*3/8/2020*

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## Description of Requirements

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| Context of the Requirement | <p>Based on the success of the pilot project, Local Government Division (LGD) of the Ministry of Local Government, Rural Development and Cooperatives (MoLGRD&amp;C) is implementing the AVCB II project in 1,080 unions of Bangladesh as an effective local dispute resolution mechanism. This is a four-year project (2016-2019) with technical and financial support of the Government of Bangladesh (GoB), European Union (EU) and UNDP. The main objective of the project is to make local authorities more responsive to local justice needs and offer appropriate legal services in the form of well-functioning village courts and to empower local people, especially women, the poor and vulnerable groups to seek remedies for injustice to resolve their disputes at local level in an expeditious, transparent and affordable manner. Moreover, this project will improve local capacity of relevant stakeholders both at local and national levels and will empower local people through capacity building and awareness campaigns on Village Courts (VC).</p> <p>The overall objective of the project is to contribute to improving the access to justice for disadvantaged and marginalized groups in Bangladesh. The specific objectives of the project are:</p> <ul style="list-style-type: none"> <li>• To make local authorities more responsive to local justice needs and offer appropriate legal services in the form of well-functioning village courts/Local justice mechanism in CHT;</li> <li>• To empower local people, especially women, the poor and vulnerable groups to seek remedies for injustices and to resolve their disputes at the local level in an expeditious, transparent and affordable manner.</li> </ul> <p>In the second phase, project will strengthen the traditional justice mechanisms in the Chittagong Hill Tracts (CHT) areas by introducing the core implementation modality of AVC project. As a distinct judicial system of CHT, the Strengthening Inclusive Development in CHT (SID-CHT) project of UNDP is implementing this component.</p> <p>The CHT has its own distinctive justice system that is characterized by the existence of a dual justice system; one is formal within the laws of the country and another is customary. Many national laws apply are applicable to CHT, but some do not such as laws on land tenancy and on civil procedure, while others apply to a limited degree. The CHT Regulation of 1900 remains as the legal foundation for CHT specific legislation, which provides the statutory framework for CHT's distinct legal. CHT legal system is pluralistic, encompassing the application of national law and regional law, including a wide body of customary laws and practices. The Appellate Division of the</p> |
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|  | <p>Hon'ble Supreme Court reiterated the continued constitutional and legal validity of the special CHT legal and judicial systems through its judgment in the case of Wagachara Tea Estate Ltd. Vs. Abu Taher &amp; Others (Civil Appeal No. 147 of 2007, AD, 2 December 2014). In CHT, apart from the formal judicial system, the traditional system centered around the positions of Circle Chief, Mouza Headmen and village Karbaris, still serve as interlocutors with regard to access to justice for the people. Bangladesh law formally recognizes traditional local institutions' dispute resolution functions with regard to a number of matters, including custom based family laws and some land and natural resource related rights.</p> <p>To make the local justice system in CHT more functional, the SID-CHT project will work closely in both supply and demand side. In the supply side, UNDP will support to improve the facilities of traditional courts, develop the capacity of the traditional leaders and strengthen the institutions and monitoring system of local justice mechanism. As a result of all those interventions, it is expected that the local justice system in CHT will be able to offer the appropriate legal services to the community at an affordable cost. In the demand side, the SID-CHT project will empower the local community people, especially women, poor and marginalized groups to improve access to easy and affordable justice system. To empower the community people UNDP will focus on increasing knowledge and understanding of local justice system and their services.</p> <p>Working areas of the project in CHT: In addition to plain land, the AVCB Project is also working in 121 UPs of 26 upazilas under 03 CHT districts. Geographical coverage of the project area is given below:</p> <p>Table 1: Geographical coverage of the project.</p> <table border="1" data-bbox="521 1262 1414 1444"> <thead> <tr> <th>Requirement</th> <th>District</th> <th>Upazila</th> <th>Union</th> <th>Mauja</th> <th>Village</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Baseline study of AVCB-Project</td> <td>Rangamati</td> <td rowspan="3">26</td> <td rowspan="3">121</td> <td rowspan="3">377</td> <td rowspan="3">4098</td> </tr> <tr> <td>Bandarban</td> </tr> <tr> <td>Khagrachari</td> </tr> </tbody> </table> | Requirement | District | Upazila | Union   | Mauja | Village | Baseline study of AVCB-Project | Rangamati | 26 | 121 | 377 | 4098 | Bandarban | Khagrachari |
|--|--|-------------|----------|---------|---------|-------|---------|--------------------------------|-----------|----|-----|-----|------|-----------|-------------|
| Requirement                                | District   | Upazila     | Union    | Mauja   | Village |       |         |                                |           |    |     |     |      |           |             |
| Baseline study of AVCB-Project             | Rangamati  | 26          | 121      | 377     | 4098    |       |         |                                |           |    |     |     |      |           |             |
|  | Bandarban  |             |          |         |         |       |         |                                |           |    |     |     |      |           |             |
|  | Khagrachari  |             |          |         |         |       |         |                                |           |    |     |     |      |           |             |
| Implementing Partner of UNDP               | Strengthening Inclusive Development project in CHT, UNDP Bangladesh  |             |          |         |         |       |         |                                |           |    |     |     |      |           |             |
| Brief Description of the Required Services | <p><b>Brief Scope of work of this assignment is outlined below:</b></p> <ul style="list-style-type: none"> <li><u>Review secondary document:</u> The selected firm will review relevant project documents such as Prodoc, project implementation guideline, monitoring and evaluation guideline and other relevant documents but not limited to village court act 1976, amendment of Village act, Chittagong hill tracks regulations 1900 and Chittagong Hill Tract's Peace Accord 1997 etc.</li> <li><u>Prepare inception report:</u> The prospective firm/agency will develop an inception report with detailed work plan with timeframe and</li> </ul>  |             |          |         |         |       |         |                                |           |    |     |     |      |           |             |

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|   | <p>responsibility matrix for the study and will share with UNDP for final approval.</p> <ul style="list-style-type: none"> <li>• <u>Prepare methodology</u>: The prospective firm/agency will develop a detailed methodology for collecting data including both qualitative and quantitative tools, work plan, sample framework, data analysis, data quality control mechanism and reporting plan. The whole methodology will be reviewed and approved by the UNDP. This methodology is subject to approval/clearance from UNDP.</li> <li>• <u>Develop data collection tools</u>: The prospective firm/agency will develop both qualitative and quantitative research tools in line with the study objective in Bangla and English incorporating the feedbacks from UNDP. After finalization of the tools, they will also develop guideline for data collection.</li> <li>• <u>Data collection</u>: The consulting firm will be responsible for the recruitment, and training of the data collectors. This includes development of training materials and manuals for all persons involved in field work. The firm will organize a tailored and in-depth training program for the enumerators and supervisors that include both in house orientation and repeated practice sessions through role-plays followed by field practice in areas outside selected sample areas. The consulting firm should submit training plan to UNDP. After finalization of the questionnaire and other data collection tools through proper field testing, the selected firm will collect both qualitative and quantitative data from three districts of CHT as mentioned in the approved data collection plan in the inception report.</li> <li>• <u>Data analyses plan</u>: The selected firm will develop and submit data analysis plan incorporating the feedbacks from SID-CHT project. Quantitative data should be analyzed by Sex, district, ethnicity and socio-economic status etc. Generate output table and share with UNDP;</li> <li>• <u>Presentation of findings</u>: After analyzing the data collected from field, the firm will present the overall key findings to UNDP and other stakeholders and will receive compiled feedbacks from UNDP.</li> <li>• <u>Report finalization and presentation</u>: After preparing the draft report including the desk and field study findings responding to the objective of the study, the firm will share with UNDP for review and feedbacks. The firm will collect feedback from UNDP and revise the draft until UNDP approves the final version.</li> </ul> |  |              |          |   |  |  |
|---|--|--|--------------|----------|---|--|--|
| <p>List and Description of Expected Outputs to be Delivered</p> | <p>UNDP requires the assignment to be completed within the three months after the signing of the contract the following table gives the deliverables along with the deadlines.</p> <table border="1" data-bbox="521 1696 1422 1841"> <thead> <tr> <th data-bbox="521 1696 597 1734">Sl.</th> <th data-bbox="597 1696 1000 1734">Deliverables</th> <th data-bbox="1000 1696 1422 1734">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="521 1734 597 1841">1</td> <td data-bbox="597 1734 1000 1841">Final methodology with sampling frame, data collection methods, data</td> <td data-bbox="1000 1734 1422 1841">Within 1 week from signing of contract</td> </tr> </tbody> </table>  | Sl.                                    | Deliverables | Timeline | 1 | Final methodology with sampling frame, data collection methods, data | Within 1 week from signing of contract |
| Sl.   | Deliverables   | Timeline                               |              |          |   |  |  |
| 1   | Final methodology with sampling frame, data collection methods, data   | Within 1 week from signing of contract |              |          |   |  |  |

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|  |   | quality control, data cleaning and analysis plan   |  |
|  | 2   | Inception report with agreed revised detail work plan with timeframe   | Within 2 <sup>nd</sup> weeks from signing of contract  |
|  | 3   | Prepare, review and approve a set of both quantitative and qualitative data collection tools including survey questionnaire, checklist and guideline (Bangla and English version) and Training on data collection tools. | Within 4 <sup>th</sup> weeks from signing of contract  |
|  | 4   | Data collection and preparation of dataset and transcripts   | Within 4 <sup>th</sup> weeks from signing of contract  |
|  | 5   | Data analysis, presentation of findings and submission of draft report   | Within 10 <sup>th</sup> weeks from signing of contract |
|  | 6   | Feedback incorporation and submission of final report  | Within 12 <sup>th</sup> weeks from signing of contract |
|  | 7.  | Final dataset with level and description of variable (SPSS and Excel) and transcripts in English.  | Within 12 <sup>th</sup> week from signing of contract  |
|  |   |  | Total  |
| Person to Supervise the Work/Performance of the Service Provider | Project Manager, SID CHT  |  |  |
| Frequency of Reporting   | <i>As indicated in the ToR</i>  |  |  |
| Progress Reporting Requirements                                  | <i>As indicated in the ToR</i>  |  |  |
| Location of work   | <input type="checkbox"/> Exact Address/es<br><i>As indicated in the ToR</i>   |  |  |
| Expected duration of work  | Duration of the assignment will be 90 Calendar days   |  |  |
| Target start date  | April, 2020   |  |  |
| Latest completion date   | July, 2020  |  |  |
| Travels Expected   | <i>As indicated in the ToR</i>  |  |  |
| Special Security Requirements                                    | <input type="checkbox"/> Security Clearance from UN prior to travelling<br><input type="checkbox"/> Completion of UN's Basic and Advanced Security Training<br><input type="checkbox"/> Comprehensive Travel Insurance<br><input checked="" type="checkbox"/> Not applicable<br><input type="checkbox"/> Others <i>[pls. specify]</i> |  |  |

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| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)            | <input type="checkbox"/> Office space and facilities<br><input type="checkbox"/> Land Transportation<br><input checked="" type="checkbox"/> Others As per ToR  |   |  |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities      | <input checked="" type="checkbox"/> Required<br><input type="checkbox"/> Not Required  |   |  |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required<br><input type="checkbox"/> Not Required  |   |  |
| Currency of Proposal  | <input type="checkbox"/> United States Dollars<br><input type="checkbox"/> Euro<br><input checked="" type="checkbox"/> <b>Local Currency, BDT</b>  |   |  |
| Value Added Tax on Price Proposal   | <input checked="" type="checkbox"/> must be inclusive of VAT   |   |  |
| Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> ) | <input type="checkbox"/> 60 days<br><input checked="" type="checkbox"/> 90 days<br><input type="checkbox"/> 120 days<br><p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p> |   |  |
| Partial Quotes  | <input checked="" type="checkbox"/> Not permitted<br><input type="checkbox"/> Permitted  |   |  |
| Payment Terms   | <b>Payment Schedule</b>  | <b>Deliverables</b>   | <b>Timeline of deliverables</b>                        |
|   | 1 <sup>st</sup> Installment: 20% of the total contract value.  | Inception report with revised methodology and proposed study plan.  | Within 2 <sup>nd</sup> weeks from signing of contract  |
|   | 2 <sup>nd</sup> Installment: 30% of the total contract value.  | Upon finalization for the All the data collection tools with approval from UNDP and translated in Bengali. Training on data collection tools. | Within 4 <sup>th</sup> weeks from signing of contract  |
|   | 3 <sup>rd</sup> Installment: 30% of the total contract value.  | Submission of final study report and accepted by UNDP.  | Within 10 <sup>th</sup> weeks from signing of contract |
|   | 4 <sup>th</sup> and final payment: 20% of the total contract value.  | Upon Submission of the workshop completion report and handing over clean datasets and transcripts.  | Within 12 <sup>th</sup> weeks from signing of contract |

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| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | Project Manager, SID CHT   |
| Type of Contract to be Signed   | <input type="checkbox"/> Purchase Order<br><input type="checkbox"/> Institutional Contract<br><input checked="" type="checkbox"/> <b>Contract for Professional Services</b><br><input type="checkbox"/> Long-Term Agreement<br><input type="checkbox"/> Other Type of Contract   |
| Criteria for Contract Award   | <input type="checkbox"/> Lowest Price Quote among technically responsive offers<br><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)<br><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.  |
| Criteria for the Assessment of Proposal   | <p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b>Minimum eligibility criteria of the consultancy firm:</b></p> <ul style="list-style-type: none"> <li>• Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>• Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;</li> </ul> <ol style="list-style-type: none"> <li>1. Firm/agency profile (which should not be more than 15 pages) – describing the nature of business, field of expertise, licenses, Firms must have minimum 5 years of experience in research and evaluation with specialization in governance, local governance, social cohesion and conflict management;</li> <li>2. minimum 2 years audited financial statement to be attached with the proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;</li> <li>3. Previous experience of working with UN agency, International NGOs, Bilateral donor/ Government.</li> </ol> <p><b>Minimum eligibility criteria of the key personnel:</b></p> <p><b>Team leader/principal investigator:</b></p> <ul style="list-style-type: none"> <li>• Minimum master's degree in public administration/political</li> </ul> |

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|  | <p>science/governance studies/ development studies</p> <ul style="list-style-type: none"><li>• Minimum Seven (7) years' experience in conducting baseline studies or evaluations.</li><li>• Must have experience of working in CHT region</li></ul> <p><b>Local Government Expert (CHT):</b></p> <ul style="list-style-type: none"><li>• Minimum Master's in Public Administration, Political Science and IR or any other discipline of Social Sciences;</li><li>• Minimum 5 years of experience in local government/local economic development project,</li><li>• Proven experience to develop baseline survey strategies, including data collection methodologies considering the CHT context;</li></ul> <p><b>Quantitate Data analyst:</b></p> <ul style="list-style-type: none"><li>• Minimum Masters in statistics/ economics or any other discipline of social science</li><li>• Minimum 5 years of experience of progressive experience of advance level of data analysis using SPSS and STATA.</li></ul> <p><b>Qualitative data analyst:</b></p> <ul style="list-style-type: none"><li>• Minimum Masters in anthropology/ sociology/ economics or any other discipline of social science</li><li>• Minimum 5 years of experience of conducting qualitative research on governance issues</li></ul> <p><b>Data Enumerators:</b></p> <p>(The selected firm will propose the number of data collectors that are needed to deploy)</p> <ul style="list-style-type: none"><li>• Bachelor's in Social Sciences, Political Science, Public Administration, Governance and/or Development Studies</li><li>• Minimum 2 years of experience in collecting data from field.</li><li>• Must have experience of completing at least two assignments focusing quantitative and qualitative field data collection from field</li><li>• Must clearly understand of the tribal languages and ability to speak in local tribal languages of CHT will be an advantage</li></ul> <p><b>Note:</b></p> <ol style="list-style-type: none"><li>a. Proposers must submit necessary documents to substantiate above eligible criteria. Proposals which shall not submit/meet above mentioned eligible criteria will not be considered to further evaluation.</li><li>b. CVs should not be more than 5 Pages</li></ol> <p><i>Consultancy firm that do not meet the above eligibility criteria shall not be considered for further evaluation.</i></p> |
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*The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/ function and other related information.*

**Technical Proposal (70%)**

Background experience/ Expertise of Firm

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

Qualifications and competence of the key staff for the Assignment

**BASIS OF TECHNICAL EVALUATION**

**Financial Proposal (30%)**

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):  
 $TP \text{ Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$

| Evaluation Criteria  |  | Marks     |
|--|--|-----------|
| <b>1. Organizational strength and relevant expertise</b>                     |  |           |
| 1.1  | Track record of earlier similar studies (title of study and few lines to nature of the study, date when study was done, name of the client).             | 10        |
| 1.2  | Firm or team leader's experience of working in CHT   | 5         |
| 1.2  | Experience in working with UN agencies and/or other development partners on similar assignments  | 5         |
| <b>Sub-total</b>   |  | <b>20</b> |
| <b>2. Understanding of the assignment, proposed approach and methodology</b> |  |           |
| 2.1  | Description of understanding of the task at hand   | 5         |
| 2.1  | Technical quality and relevance of proposed approach and methodology, including selection of sampling framework and roles of personnel(s) will undertake | 30        |
| 2.2  | Appropriateness of proposed implementation timelines   | 5         |
| <b>Sub-total</b>   |  | <b>40</b> |
| <b>3. Team composition, including CVs of each team member</b>                |  |           |
| 3.1  | Team Leader related working experience in conducting high level surveys/evaluations /reviews on national strategies, action plans, or similar outputs    | 5         |
| 3.2  | Team member: relevant background   | 5         |
| <b>Sub-total</b>   |  | <b>10</b> |
| <b>Total Technical evaluation</b>  |  | <b>70</b> |

Rating the Financial Proposal (FP):

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|  | <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p>Total Combined Score:<br/>         (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)<br/>         =Total Combined and Final Rating of the Proposal</p> <p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money</p> |
| UNDP will award the contract to:                         | <input checked="" type="checkbox"/> <b>One and only one Service Provider</b>   |
| Annexes to this RFP                                      | <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)<br><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)<br><input checked="" type="checkbox"/> Detailed TOR (Annex 4)<br><input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)   |
| Contact Person for Inquiries<br>(Written inquiries only) | <p>bd.procurement@undp.org</p> <p><b><i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 11 March, 2020.</i></b></p> <p><b><u>“Queries on RFP-BD-2020-006”</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>      |
| Other Information  | <p>A pre-bid meeting will be held at IDB Bhaban, (19<sup>th</sup> floor), meeting room, for the clarification on the bidding document and ToR <b>on 11 March 2020 at 11.00 AM.</b></p> <p><b>Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.</b></p>  |

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

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

- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;
- Firm/agency profile (which should not be more than 15 pages) – describing the nature of business, field of expertise, licenses, Firms must have minimum 5 years of experience in research and evaluation with specialization in governance, local governance, social cohesion and conflict management;
- minimum 2 years audited financial statement to be attached with the proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;
- Previous experience of working with UN agency, International NGOs, Bilateral donor/ Government.

**Minimum eligibility criteria of the key personnel:****Team leader/principal investigator:**

- Minimum master's degree in public administration/political science/governance studies/development studies
- Minimum Seven (7) years' experience in conducting baseline studies or evaluations.
- Must have experience of working in CHT region

**Local Government Expert (CHT):**

- Minimum Master's in Public Administration, Political Science and IR or any other discipline of Social Sciences;
- Minimum 5 years of experience in local government/local economic development project,
- Proven experience to develop baseline survey strategies, including data collection methodologies considering the CHT context;

**Quantitative Data analyst:**

- Minimum Masters in statistics/ economics or any other discipline of social science
- Minimum 5 years of experience of progressive experience of advance level of data analysis using

SPSS and STATA.

**Qualitative data analyst:**

- Minimum Masters in anthropology/ sociology/ economics or any other discipline of social science
- Minimum 5 years of experience of conducting qualitative research on governance issues

**Data Enumerators:**

(The selected firm will propose the number of data collectors that are needed to deploy)

- Bachelor's in Social Sciences, Political Science, Public Administration, Governance and/or Development Studies
- Minimum 2 years of experience in collecting data from field
- Must have experience of completing at least two assignments focusing quantitative and qualitative field data collection from field
- Must clearly understand of the tribal languages and ability to speak in local tribal languages of CHT will be an advantage

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

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

**A. Proposed Methodology for the Completion of Services**

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

**B. Qualifications of Key Personnel**

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

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

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

D.

|   | <b>Deliverables</b><br><i>[list them as referred to in the RFP]</i>   | <b>Percentage of Total Price</b><br><i>(Weight for payment)</i> | <b>Price</b><br><i>(Lump Sum, All Inclusive)</i> |
|---|---|---|--|
| 1 | 1st payment: 20% of contract value will be paid on Inception report with revised methodology and proposed study plan.   | 20%   |  |
| 2 | 2nd payment: 30% of contract value will be paid on upon finalization for the All the data collection tools with approval from UNDP and translated in Bengali and training on data collection tools. | 30%   |  |

|   |   |      |  |
|---|---|------|--|
| 3 | 3rdpayment: 30% of contract value will be paid on submission of final study report and accepted by UNDP.  | 30%  |  |
| 4 | Final payment: 20% of contract value will be paid on Submission of the workshop completion report and handing over clean datasets and transcripts | 20%  |  |
|   | Total   | 100% |  |

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

**E. Cost Breakdown by Cost Component [This is only an Indicative Example. Bidder is expected to submit financial proposal according to proposed proposal]:**

| Description of Activity  | Daily Fees in BDT | Total Period of Engagement | No. of Personnel | Total Rate in BDT |
|--|-------------------|----------------------------|------------------|-------------------|
| <b>I. Personnel Services</b>   |                   |                            |                  |                   |
| Team leader/principal investigator:  |                   |                            |                  |                   |
| Local Government Expert (CHT)  |                   |                            |                  |                   |
| Quantitate Data analyst:   |                   |                            |                  |                   |
| Qualitative data analyst:  |                   |                            |                  |                   |
| Data Enumerators   |                   |                            |                  |                   |
| Other staff related cost as applicable, i.e. interviewers, other office staff etc. |                   |                            |                  |                   |
| <b>TOTAL CONSULTANCY FEES IN BDT</b>   |                   |                            |                  |                   |

\*The Firm could add other staff if required by the proposed proposal.

\*\* Please indicate position as applicable.

**II. Reimbursable Fees:**

| No. | Description  | Unit | **QTY | No. of Personnel to Travel | Unit Price in BDT | Total Price in BDT |
|-----|--|------|-------|----------------------------|-------------------|--------------------|
| 1   | <b>Workshop Costs (in line with ToR requirement)</b> |      |       |                            |                   |                    |

|   |                                    |             |  |  |  |  |
|---|------------------------------------|-------------|--|--|--|--|
| <b>2</b>                                | <b>Miscellaneous:</b>              |             |  |  |  |  |
| 2.1                                     | Transportation (local)/Travel cost | Lump Sum    |  |  |  |  |
| 2.2                                     | Reproduction                       | Lump Sum    |  |  |  |  |
| 2.3                                     | Stationery and related costs       | Lump Sum    |  |  |  |  |
| 2.4                                     | Equipment and related items        | Lump Sum    |  |  |  |  |
| 2.5                                     | Communication                      | Lump Sum    |  |  |  |  |
| 2.6                                     | Other office cost; if any          | As required |  |  |  |  |
| <b>Total Reimbursable Costs in BDT:</b> |                                    |             |  |  |  |  |

\*Reimbursable costs quoted will be subject to verification by UNDP during the financial evaluation.

\*\* The company should indicate the quantity and number of Personnel required.

\*\*\*The company should quote for any other reimbursable costs if required and as applicable.

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

*[Designation]*

*[Date]*

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

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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

### Terms of Reference (TOR)

#### Terms of Reference (ToR) for hiring a Firm for Baseline Study of Activating Village Courts in Bangladesh Phase- II (Chittagong Hill Tracts Part)

Location : Rangamati, Khagrachari, Bandarban districts  
Duration : 90 calendar days

|  |
|--|
| <b>A. Project title:</b>   |
| Activating Village Courts in Bangladesh, Phase- II (Chittagong Hill Tracts part)   |
| <b>B. Background</b>   |
| <p>Based on the success of the pilot project, Local Government Division (LGD) of the Ministry of Local Government, Rural Development and Cooperatives (MoLGRD&amp;C) is implementing the AVCB II project in 1,080 unions of Bangladesh as an effective local dispute resolution mechanism. This is a four-year project (2016-2019) with technical and financial support of the Government of Bangladesh (GoB), European Union (EU) and UNDP. The main objective of the project is to make local authorities more responsive to local justice needs and offer appropriate legal services in the form of well-functioning village courts and to empower local people, especially women, the poor and vulnerable groups to seek remedies for injustice to resolve their disputes at local level in an expeditious, transparent and affordable manner. Moreover, this project will improve local capacity of relevant stakeholders both at local and national levels and will empower local people through capacity building and awareness campaigns on Village Courts (VC). The overall objective of the project is to contribute to improving the access to justice for disadvantaged and marginalized groups in Bangladesh. The specific objectives of the project are:</p> <ul style="list-style-type: none"> <li>• To make local authorities more responsive to local justice needs and offer appropriate legal services in the form of well-functioning village courts/Local justice mechanism in CHT;</li> <li>• To empower local people, especially women, the poor and vulnerable groups to seek remedies for injustices and to resolve their disputes at the local level in an expeditious, transparent and affordable manner.</li> </ul> <p>In the second phase, project will strengthen the traditional justice mechanisms in the Chittagong Hill Tracts (CHT) areas by introducing the core implementation modality of AVC project. As a distinct judicial system of CHT, the Strengthening Inclusive Development in CHT (SID-CHT) project of UNDP is implementing this component.</p> <p>The CHT has its own distinctive justice system that is characterized by the existence of a dual justice system; one is formal within the laws of the country and another is customary. Many national laws apply are applicable to CHT, but some do not such as laws on land tenancy and on civil procedure, while others apply to a limited degree. The CHT Regulation of 1900 remains as the legal foundation for CHT specific legislation, which provides the statutory framework for CHT's distinct legal. CHT legal system is pluralistic, encompassing the application of national law and regional law, including a wide body of customary laws and practices. The Appellate Division of the Hon'ble Supreme Court reiterated the</p> |

continued constitutional and legal validity of the special CHT legal and judicial systems through its judgment in the case of Wagachara Tea Estate Ltd. Vs. Abu Taher & Others (Civil Appeal No. 147 of 2007, AD, 2 December 2014). In CHT, apart from the formal judicial system, the traditional system centered around the positions of Circle Chief, Mouza Headmen and village Karbaris, still serve as interlocutors with regard to access to justice for the people. Bangladesh law formally recognizes traditional local institutions' dispute resolution functions with regard to a number of matters, including custom based family laws and some land and natural resource related rights.

To make the local justice system in CHT more functional, the SID-CHT project will work closely in both supply and demand side. In the supply side, UNDP will support to improve the facilities of traditional courts, develop the capacity of the traditional leaders and strengthen the institutions and monitoring system of local justice mechanism. As a result of all those interventions, it is expected that the local justice system in CHT will be able to offer the appropriate legal services to the community at an affordable cost. In the demand side, the SID-CHT project will empower the local community people, especially women, poor and marginalized groups to improve access to easy and affordable justice system. To empower the community people UNDP will focus on increasing knowledge and understanding of local justice system and their services.

Working areas of the project in CHT: In addition to plain land, the AVCB Project is also working in 121 UPs of 26 upazilas under 03 CHT districts. Geographical coverage of the project area is given below:

Table 1: Geographical coverage of the project.

| Requirement                    | District    | Upazila | Union | Mauja | Village |
|--------------------------------|-------------|---------|-------|-------|---------|
| Baseline study of AVCB-Project | Rangamati   | 26      | 121   | 377   | 4098    |
|                                | Bandarban   |         |       |       |         |
|                                | Khagrachari |         |       |       |         |

### C. Objective

The overall objective of the study is to collect baseline information of the project's key indicators. The study will focus one following area and collect the baseline status of the indicators mention below:

- 1. Knowledge, attitude and perception of community and service providers (traditional leaders-Karbhari, Headman and other leaders and UP representatives) about traditional justice delivery system and its function**
  - % of traditional leaders, local CSOs, local administrations, judiciary, legal professionals and other relevant actors are knowledgeable about local dispute resolution systems and norms;
  - % of people in CHT areas reporting that they are aware of local justice delivery system;
  - Attitude and perception of community and service providers on traditional system and other local justice system;
- 2. Performance of existing traditional justice system (Karbari courts, Headman courts, Circle courts, etc.)**
  - Type of disputes resolved by traditional justice and other mechanism;
  - % of cases resolved through traditional justice and other mechanism following developed system of the project;
  - Average days required to resolve a dispute through traditional system and other mechanism;
  - Enforcement rare of traditional system and other mechanism;

- % of people in CHT are satisfied with the services of traditional justice mechanisms and other local justice mechanism;
  - % of the traditional court in the project area maintain all the forms and registers and others.
- 3. Justice seeking behavior of community peoples/ the status of access to justice system and justice needs**
- Type of disputes and crimes taking place at local level and trend of disputes/incidents/crimes in last three years;
  - Ways disputes are resolved/the ways that the target peoples specially women in the project areas resolve the dispute/incidents;
  - Places/institutes where target groups visit to resolve the disputes and why;
  - Time taken to resolve the disputes and money required to resolve disputes from the said institute;
  - Fairness and transparency of justice to the target groups of rural society;
  - Satisfaction level of the target groups.
- 4. Women empowerment**
- % of female complaints in CHT registers at traditional justice mechanisms and other local justice mechanism
  - % of women involved in decision making process of traditional justice system/ (% of women are participating as panelist in traditional courts
- 5. Beneficiary's perception level on Trust and communal harmony**
- 6. Beneficiary's perception level Sense of security**

**D. Target group of the study**

The study will cover different types of respondents such as one who received service from traditional justice system, community people, traditional and other leaders, etc. keeping linkage with objective of the study.

**E. Study location**

The study will be carried out in three CHT districts mentioned in above Table-1 but target groups, unions, upazilas and districts will be selected following proper sampling methods.

**F. Scope of work**

- Review secondary document: The selected firm will review relevant project documents such as Prodoc, project implementation guideline, monitoring and evaluation guideline and other relevant documents but not limited to village court act 1976, amendment of Village act, Chittagong hill tracks regulations 1900 and Chittagong Hill Tract's Peace Accord 1997 etc.
- Prepare inception report: The prospective firm/agency will develop an inception report with detailed work plan with timeframe and responsibility matrix for the study and will share with UNDP for final approval.
- Prepare methodology: The prospective firm/agency will develop a detailed methodology for collecting data including both qualitative and quantitative tools, work plan, sample framework, data analysis, data quality control mechanism and reporting plan. The whole methodology will be reviewed and approved by the UNDP. This methodology is subject to approval/clearance from UNDP.

- Develop data collection tools: The prospective firm/agency will develop both qualitative and quantitative research tools in line with the study objective in Bangla and English incorporating the feedbacks from UNDP. After finalization of the tools, they will also develop guideline for data collection.
- Data collection: The consulting firm will be responsible for the recruitment, and training of the data collectors. This includes development of training materials and manuals for all persons involved in field work. The firm will organize a tailored and in-depth training program for the enumerators and supervisors that include both in house orientation and repeated practice sessions through role-plays followed by field practice in areas outside selected sample areas. The consulting firm should submit training plan to UNDP. After finalization of the questionnaire and other data collection tools through proper field testing, the selected firm will collect both qualitative and quantitative data from three districts of CHT as mentioned in the approved data collection plan in the inception report.
- Data analyses plan: The selected firm will develop and submit data analysis plan incorporating the feedbacks from SID-CHT project. Quantitative data should be analyzed by Sex, district, ethnicity and socio-economic status etc. Generate output table and share with UNDP;
- Presentation of findings: After analyzing the data collected from field, the firm will present the overall key findings to UNDP and other stakeholders and will receive compiled feedbacks from UNDP.
- Report finalization and presentation: After preparing the draft report including the desk and field study findings responding to the objective of the study, the firm will share with UNDP for review and feedbacks. The firm will collect feedback from UNDP and revise the draft until UNDP approves the final version.

### **G. Methodology**

This is a proposed and brief methodology. However, the firm will develop an efficient and detail methodology for carrying out this study. The study should include both primary and secondary data applying qualitative and quantitative data collection approaches.

#### **Secondary data collection:**

The study will include desk review of the relevant project documents which include monitoring and evaluation guideline, project implementation guideline, project proposal. Other secondary materials but not limited to village court act 1976, amendment of Village act, Chittagong Hill Tracts regulations 1900 and Chittagong Hill Tracts' Peace Accord 1997.

#### **Primary data collection:**

Prospective firm/organization will collect primary data applying appropriate qualitative and quantitative methods such as structured questionnaire, in-depth interviews, key Informant interviews and focused group discussion (FGD) from community who has received services from the traditional courts (Karbari, Headmen and Circle Chief), member of the traditional village court, traditional leaders, traditional institutes and other relevant stakeholders. Incentive documents review will be carried out at Karbhari, Headman courts and Circle courts level to assess the documentation of traditional justice system.

Table 2: Tentative qualitative and quantitative data collection plan and sample size.

| S.L | Activity  | Respondent                  | Sample Size/Unit | Tool                     | Remarks   |
|-----|---|-----------------------------|------------------|--------------------------|---|
| 1.  | KAP Survey at Household level   | Household Head              | 1920             | Structured Questionnaire | Out of these 1920, 50% should be selected from those households who received from traditional court and 50% percent from who did not. Samples will also be disregarded by ethnicity (Bangali, Chakma etc.) and Sex. |
| 2.  | KAP Survey with service providers and Review of administrative document | Karbari                     | 480              | Structured Questionnaire | Proportionately distribute by District and Sex  |
|     |   | Headman                     | 120              | Structured Questionnaire | Proportionately distribute by District and Sex  |
| 3.  | KAP Survey with service providers                                       | Member of Traditional Court | 90               | Structured Questionnaire | Proportionately distribute by District, type of court and Sex   |
| 4.  | Perception Survey   | UP Chairman                 | 40               | Structured Questionnaire | N/A   |
| 5.  | Key Informant Interviews (KII)  | Circle office               | 3                | Checklist/ Guideline     | N/A   |
|     |   | DC Office                   | 3                | Checklist/ Guideline     | N/A   |
|     |   | Hill District Council       | 1                | Checklist/ Guideline     | N/A   |
| 6.  | Focused Group Discussion (FGD)  | Community People            | 10               | Checklist/ Guideline     | FGD participants will be disregarded by Ethnicity, Sex and District   |
|     |   | Service Recipients          | 9                | Checklist/ Guideline     | FGD participants will be disregarded by Ethnicity, Sex and District   |
|     |   | Service Provider            | 9                | Checklist/ Guideline     | FGD participants will be disregarded by Ethnicity, Sex and District   |

#### Deliverables

UNDP requires the assignment to be completed within the three months after the signing of the contract the following table gives the deliverables along with the deadlines.

| Sl. | Deliverables  | Timeline                               |
|-----|---|--|
| 1   | Final methodology with sampling frame, data collection methods, data quality control, data cleaning and analysis plan | Within 1 week from signing of contract |

|    |  |  |
|----|--|--|
| 2  | Inception report with agreed revised detail work plan with timeframe   | Within 2nd weeks from signing of contract  |
| 3  | Prepare, review and approve a set of both quantitative and qualitative data collection tools including survey questionnaire, checklist and guideline (Bangla and English version) and Training on data collection tools. | Within 4th weeks from signing of contract  |
| 4  | Data collection and preparation of dataset and transcripts   | Within 4th weeks from signing of contract  |
| 5  | Data analysis, presentation of findings and submission of draft report   | Within 10th weeks from signing of contract |
| 6  | Feedback incorporation and submission of final report  | Within 12th weeks from signing of contract |
| 7. | Final dataset with level and description of variable (SPSS and Excel) and transcripts in English.  | Within 12th week from signing of contract  |

#### H. Expected outputs

Under this assignment, the prospective firm/organization will deploy necessary staff to complete the activities within the stipulated time. The major expected output of the assignment is to collect necessary information for preparing a baseline report with benchmark information on the project, major indicators and key findings which will help the project team to understand the capacity of the traditional justice system in CHT, perception and knowledge of the community people in CHT and their justice seeking behavior. Findings will also help to design activities and track progress against major outputs.

#### I. Institutional agreement

The contracted firm/organization will work under overall guidance project manager and will get technical supervision by Team leader-planning, monitoring and reporting (PMR) of SID-CHT, UNDP.

#### J. Payment Schedule and terms

The financial proposal (format attached) should include expert and data enumerator's fees and expenses (including travel costs, accommodation & food expenses, etc.). The payment will be made in 4 installments as follows:

| Payment Schedule  | Deliverables  | Timeline of deliverables                               |
|---|---|--|
| 1 <sup>st</sup> Installment: 20% of the total contract value.       | Inception report with revised methodology and proposed study plan.  | Within 2 <sup>nd</sup> weeks from signing of contract  |
| 2 <sup>nd</sup> Installment: 30 % of the total contract value.      | Upon finalization for the All the data collection tools with approval from UNDP and translated in Bengali. Training on data collection tools. | Within 4 <sup>th</sup> weeks from signing of contract  |
| 3 <sup>rd</sup> Installment: 30% of the total contract value.       | Submission of final study report and accepted by UNDP.  | Within 10 <sup>th</sup> weeks from signing of contract |
| 4 <sup>th</sup> and final payment: 20% of the total contract value. | Upon Submission of the workshop completion report and handing over clean datasets and transcripts.  | Within 12 <sup>th</sup> weeks from signing of contract |

**K. Qualification of the research firm**

Eligible applicants are research organizations with an appropriate setup (fully equipped with physical facilities and competent team members) to conduct this task. The applicant must meet the following criteria.

**Eligible criteria of the firm:**

4. Firms must have minimum 5 years of experience in research and evaluation with specialization in governance, local governance, social cohesion and conflict management;
5. Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list;
6. Valid registration or license, TIN and Vat registration (if applicable) and minimum 2 years audited financial statement to be attached with the proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;
7. Previous experience of working with UN agency, International NGOs, Bilateral donor/ Government.

**L. Minimum eligibility criteria of key personnel:****Team leader/principal investigator:**

- Minimum master's degree in public administration/political science/governance studies/development studies
- Minimum Seven (7) years' experience in conducting baseline studies or evaluations.
- Must have experience of working in CHT region

**Local Government Expert (CHT):**

- Minimum Master's in Public Administration, Political Science and IR or any other discipline of Social Sciences;
- Minimum 5 years of experience in local government/local economic development project,
- Proven experience to develop baseline survey strategies, including data collection methodologies considering the CHT context;

**Quantitate Data analyst:**

- Minimum Masters in statistics/ economics or any other discipline of social science
- Minimum 5 years of experience of progressive experience of advance level of data analysis using SPSS and STATA.

**Qualitative data analyst:**

- Minimum Masters in anthropology/ sociology/ economics or any other discipline of social science
- Minimum 5 years of experience of conducting qualitative research on governance issues

**Data Enumerators:**

(The selected firm will propose the number of data collectors that are needed to deploy)

- Bachelor's in Social Sciences, Political Science, Public Administration, Governance and/or

| <p>Development Studies</p> <ul style="list-style-type: none"> <li>• Minimum 2 years of experience in collecting data from field</li> <li>• Must have experience of completing at least two assignments focusing quantitative and qualitative field data collection from field</li> <li>• Must clearly understand of the tribal languages and ability to speak in local tribal languages of CHT will be an advantage</li> </ul> <p><b>Note:</b> Proposers must submit necessary documents to substantiate above eligible criteria. Proposals which shall not submit/meet above mentioned eligible criteria will not be considered to further evaluation.</p> |  |                         |                           |
|---|--|-------------------------|---------------------------|
| <p><b>M. Content of the proposal</b></p> <p>The language of the proposal is English. The proposal must be submitted in MS Word, maximum 12 pages (not sheets) excluding Cover Page, Abbreviations, Glossary, Table of Content, Additional Documents, and Annexes. Page size A4; font size Calibri 11, line spacing 1.2.</p>   |  |                         |                           |
| #   | Content of proposal  | Maximum possible points | Suggested number of pages |
| <b>Main part of the proposal</b>  |  |                         |                           |
| 1.  | Background/ organisational profile of the applicant  | -                       | 1                         |
| 2.  | Track record of earlier similar studies (title of study and few lines to nature of the study, date when study was done, name of the client). Recommendations resulting from such work may be included in the Annex.              | 10                      | 1.5                       |
| 3.  | Prospective firm or team leader of the study must of experience of working in CHT  | 5                       | 0.5                       |
| 4.  | Team composition and abbreviated CVs of core members of the study team   | 15                      | 2                         |
| 5.  | Description of understanding of the task at hand   | 10                      | 1                         |
| 6.  | Proposed methodology to undertake the study to fulfil the objective  | 30                      | 4                         |
| 7.  | Timeline / milestones to conduct the assessment in a Gantt Chart   | -                       | 1                         |
| 8.  | Budget must be structured as follows:<br>a) Person days with professional fees for each staff assigned<br>b) Support services (materials, communications, etc.)<br>c) Travel, Accommodation                                      | 30                      | 1                         |
| <b>Total score for the proposal</b>   |  | <b>100</b>              |                           |
| <b>Additional Documents that must be submitted</b>  |  |                         |                           |
| 9.  | <ul style="list-style-type: none"> <li>• A certificate proving the legal entity of the applicant (e.g. trade license, NGO bureau registration, joint stock registration);</li> <li>• Tax identification number (TIN);</li> </ul> | --                      | As required               |

|            |  |  |            |
|------------|--|--|------------|
|            | • VAT registration number (if applicable);   |  |            |
|            | <b>Annex</b>   |  |            |
| <b>10.</b> | Annexes may be included for further clarification. However, for evaluation only the main part of the proposal will be taken. |  | As desired |

#### **N. Evaluation**

The CVs must be tailored to the demonstrate competence against these requirements. Failure to demonstrate the competence of the firm/organisation and individual team members against these eligibility criteria will result in proposals being discarded. In response to the invitation of tender, the contractor will have to submit a Technical Proposal as per the Terms of Reference of the scheme and a Financial Proposal separately (in 2 separate sealed envelopes). The tender selection committee will first evaluate the technical proposal of the firms/organization. Any firms/institutions getting at least 70% of the maximum achievable points in the technical proposal, will be considered responsive for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

A cumulative analysis weighted-score 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:

- Responsive/compliant/acceptable with reference to this ToR, and;

Having received the highest score out of a pre-determined set of weighted technical and financial criteria to this solicitation, with the ratio at 70:30 respectively.

#### **Technical Evaluation Criteria (Total 70 marks)**

**As mentioned in section K.**

#### **Financial Evaluation (Total 30 marks)**

All technical qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated