



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: August 12, 2020
	REFERENCE: RFP-BD-2020-022

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Hiring Firm/NGO to generate policy recommendations from the lessons learnt of action research initiatives in 15 Union Parishads (UP) under AVCB II-CHT part**

**Proposals shall be submitted on or before 4.30 p.m. (local time) on Wednesday, August 26, 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.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
**Van Nguyen**

Deputy Resident Representative,  
UNDP Bangladesh  
8/12/2020



## Description of Requirements

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 AVCB II project in 1,080 unions of Bangladesh as an effective local dispute resolution mechanism. This is a five -year project (2016-2021) with technical and financial support of the Government of Bangladesh (GoB), European Union (EU) and UNDP. In 2019, the project has also been extended its support in three CHT districts covering a further 121 UPs (Union Parishad) and initiated its interventions, with the aim to strengthen the traditional justice system in three CHT districts and explore the possibility of village courts in CHT areas doing an action research.</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> <ol style="list-style-type: none"> <li>1. 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 mechanisms in CHT.</li> <li>2. 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> </ol> <p>To reach the objective mention above, the project will strengthen the traditional justice mechanisms in the CHT areas by introducing the core implementation modality of AVCB project. As a distinct judicial system of CHT, the Strengthening Inclusive Development in CHT (SID-CHT) project of UNDP is implementing this component. The project will take the following interventions to strengthen traditional justice systems as well as enhance access to justice mechanisms in the CHT.</p> <ul style="list-style-type: none"> <li>•Capacity development of traditional institutions, local CSOs and local administration in CHT as well as judiciary, legal professions, and other relevant actors in CHT</li> <li>•Review of existing customary laws &amp; practices and codification/documentation of laws as well as support to existing harmonization efforts of different justice systems in CHT.</li> <li>•Advocate for the inclusion of the monitoring system into the updated Village Courts Rules and for setting up a monitoring system of access to justice for the most vulnerable in CHT.</li> <li>•Raising awareness on existing legal systems and options for redress mechanisms in CHT.</li> <li>•Action Research/feasibility study for exploring/scoping of VC's in CHT (15 UPs of 4 upazilas of 3 districts).</li> </ul> <p>As mention above, apart from strengthening the traditional justice system in all unions of 3 CHT districts, project will also support 15 UPs from 3 CHT districts to test village court model. The purpose of testing the village court model is to find out feasibility of village court in CHT region where traditional justice system in place.</p>
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	In this regard an action research initiative will be undertaken in 15 UPs of three district where three NGOs will be engaged in three districts to assist Union Parishads to run village courts through capacity building of VC's service providers and creating demand of village courts through its awareness raising activities. In addition, a research firm will also be hired with a strong action research background to generate policy recommendations from the lessons learnt of the action research initiatives.																																												
Implementing Partner of UNDP	SID CHT Project, UNDP, Bangladesh																																												
Brief Description of the Required Services	<p>The objective of the assignment is to generate policy recommendations from the lessons learnt of action research initiatives to be implemented by 3 partner NGOs in 15 UPs of three districts ( five from each district) to reduce the possible gaps/contradiction between Village Courts services and local justice resolution opinions And, improve efficiency and effectiveness of village courts in CHT areas.</p> <p>In this regard, the research organization will review the rules mention in the village courts act/Rules and monitor/assess implementation of these taking assistance from partner organization in coordination with traditional leaders, and UP machineries; document the lessons learnt and challenges of implementation of village courts rules; and provide policy recommendations (if require) considering the CHT context. Lessons learnt and policy recommendations will be generated based on following principles:</p> <ul style="list-style-type: none"><li>• Traditional leaders, CHT Regional Council (CHTRC), Hill District Councils, LGD, MOCHTA, UP representatives, local people, beneficiaries, service providers of village courts, local administration, Judiciary, etc. need to be consulted during development of recommendations</li><li>• Recommendations should be refined through field test if all stakeholders (LGD, MOCHTA, UNDP, CHT Regional Council (CHTRC), Hill District Councils, Traditional leaders, local administration, etc.) are in agreement. In this situation, partner organization(s) in coordination with research firm and UNDP will do the field test and document the lessons learnt where research firm will provide technical supports.</li></ul> <p><b>A. Study location</b></p> <p>15 UPs in 3 Hill Districts (Rangamati, Khagrachhari and Bandarban) of Chittagong Hill Tracts are given below:</p> <table><tr><th>Sl No</th><th>Union Name</th><th>Upazila Name</th><th>District Name</th></tr><tr><td>1.</td><td>Gozalia Union</td><td>Lama</td><td>Bandarban</td></tr><tr><td>2.</td><td>Aziznagor Union</td><td>Lama</td><td>Bandarban</td></tr><tr><td>3.</td><td>Lama Sadar Union</td><td>Lama</td><td>Bandarban</td></tr><tr><td>4.</td><td>Faitong Union</td><td>Lama</td><td>Bandarban</td></tr><tr><td>5.</td><td>Ruposhipara Union</td><td>Lama</td><td>Bandarban</td></tr><tr><td>6.</td><td>Farua</td><td>Belaichari</td><td>Rangamati</td></tr><tr><td>7.</td><td>Belaichari</td><td>Belaichari</td><td>Rangamati</td></tr><tr><td>8.</td><td>Langadu Sadar Union</td><td>Langadu</td><td>Rangamati</td></tr><tr><td>9.</td><td>Kalapagujjya</td><td>Langadu</td><td>Rangamati</td></tr><tr><td>10.</td><td>Bogachattar</td><td>Langadu</td><td>Rangamati</td></tr></table>	Sl No	Union Name	Upazila Name	District Name	1.	Gozalia Union	Lama	Bandarban	2.	Aziznagor Union	Lama	Bandarban	3.	Lama Sadar Union	Lama	Bandarban	4.	Faitong Union	Lama	Bandarban	5.	Ruposhipara Union	Lama	Bandarban	6.	Farua	Belaichari	Rangamati	7.	Belaichari	Belaichari	Rangamati	8.	Langadu Sadar Union	Langadu	Rangamati	9.	Kalapagujjya	Langadu	Rangamati	10.	Bogachattar	Langadu	Rangamati
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11.	Merung Union	Dighinala	Khagrachari
12.	Dighinala Union	Dighinala	Khagrachari
13.	Boalkali Union	Dighinala	Khagrachari
14.	Kabakali Union	Dighinala	Khagrachari
15.	Babuchara Union	Dighinala	Khagrachari

#### **B. Scope of Work:**

AVCB-II project will conduct an action research in 15 unions of 3 districts in CHT. These 15 unions are equally distributed among 3 districts. To conduct this action, UNDP, implementing partners and selected research firm/NGO will work together. UNDP will engage 3 NGOs in 3 districts in CHT to support implement both main component of AVCB-II and some section of action research interventions in the selective unions. A research firm will be engaged who will be responsible for following activities to reach the objective of this assignment.

**Document review:** Review different documents such as the Village Courts (amendment) Act 2013, Village Courts Rule 1976, existing customary laws and practices of various ethnic groups in CHT, the CHT Accord, Study reports, project document, etc. for understanding the context and developing appropriate policy recommendations.

**Inception Report:** Prepare an inception report including key study questions and how to get response of these questions/ methodologies, and detailed action plan of the entire works within 10 days from signing the contract.

**Coordinate with local NGOs:** Since three local NGOs will assist LGD in building capacity of VC's service providers, creating demand of village courts, and providing legal service through village courts, the research firm will have to work very closely with them from beginning to end of the research to plan, action/implement, observe, reflect and test the various recommendations if their findings suggest and continue this cycle until end of the action research initiatives. Hence, at the early stage the firm should identify what types of supports they require from partners and should provide orientation to the relevant partner staff of partner.

**Develop and implement information collection strategy to reach the objective of the study:** It could be combination of both primary (field visits and consultation with relevant target groups) and secondary sources (UNDP and partner organization on regular interval) and should be shared with UNDP and NGOs for taking their concern.

**Develop data collection tools:** The prospective research firm/NGO will develop both qualitative and quantitative research tools in line with the study objective in Bangla and English incorporating the feedbacks from UNDP and partner. After finalization of the tools they will also develop guideline for data collection.

**Data collection:** Develop and implement information collection strategy to reach the objective of the research and orient to relevant stakeholders. Collect data from the field on a regular basis to see the progress, performance

	<p>and challenges of village court. Make field visits to observe and document the perception of the project beneficiaries on village court.</p> <p><b>Assess/monitor the village courts performance, the lessons learnt and challenges and submit quarterly report:</b> Develop a system to document the village courts performance, lessons learnt and challenges by quarterly and submit brief quarterly report on this and progress of research to UNDP.</p> <p><b>Organize consultation works:</b> Conduct 3 consultation workshops with relevant stakeholders such as traditional leaders, UP chairman, CHTRC and Circle chief etc.</p> <p><b>Present study findings:</b> Periodically consolidate key analysis and findings of the action research initiatives and sharing with relevant stakeholders and present finding of the final research reports with UNDP and relevant stakeholders.</p> <p><b>Prepare and submit reports:</b></p> <ul style="list-style-type: none"> <li>• Prepare and submit first report highlighting all findings, lessons learnt, and policy recommendations incorporating feedbacks of UNDPs and other stakeholders and share findings with different stakeholders through sharing meeting to be organized by UNDP.</li> <li>• Prepare and submit second report highlighting the lessons learned and tested policy recommendations incorporating feedbacks of UNDPs and other stakeholders and share findings with different stakeholders through sharing meeting to be organized by UNDP.</li> </ul> <p><b>Moreover, the research firm is expected to conduct the following activities</b></p> <ul style="list-style-type: none"> <li>• Review different documents</li> <li>• Work closely with three NGOs who will be engaged to implement project activities (for activation of village courts and strengthening traditional system)</li> <li>• Coordinate with UNDP, traditional leaders and other relevant stakeholders</li> <li>• Develop and implement information collection strategy to reach the objective of the research and orient to relevant stakeholders.</li> <li>• Attend different meetings to be organized by UNDP and share the research findings</li> <li>• Review the rules mention in the village courts act/Rules and assess/monitor these directly by taking assistance from partner organization in coordination with traditional leaders, and UP machineries; document the lessons learnt and challenges; and provides policy recommendations if require considering the CHT context. Lessons learnt and policy recommendations will be generated based on following principles <ul style="list-style-type: none"> <li>- Traditional leaders, CHT Regional Council (CHTRC), Hill District Councils, LGD, MOCHTA, UP representatives, local people, beneficiaries, service providers of village courts, local administration,</li> </ul> </li> </ul>
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	<p>Judiciary, etc. need to be consulted during development of recommendations</p> <ul style="list-style-type: none"> <li>- Recommendations should be refined through field test if all stakeholders (LGD, MOCHTA, UNDP, CHT Regional Council (CHTRC), Hill District Councils, Traditional leaders, local administration, etc.) are in agreement. In this situation, partner organization in coordination with research firm and UNDP will assist to do the field test.</li> </ul> <p><b>However, the tasks may change depending on detailed discussions with project staffs.</b></p> <p><b>As mentioned above, the <u>list of NGOs activities</u> on Action Research in 15 UPs in Rangamati, Khagrachhari and Bandarban are given below for better understanding:</b></p> <p>-Support to conduct Action Research for exploring/scoping of VC's in CHT for 1 year (5 UPs of 1/2 Upazilas of Rangamati, Khagrachhari and Bandarban districts):</p> <ul style="list-style-type: none"> <li>a. Hire five (5) Village Courts Assistant (VCA) for five UPs for 1 year;</li> <li>b. Equip five UPs with furniture;</li> <li>c. Provide monthly incentive to 50 Village Polices (VPs) in 5 UPs [50 VPs x250 tk. X 9 months in five Ups];</li> <li>d. Provides three days training to UP Chair, Panel Chair, UP members of five UPs on village courts (three residential training at district level);</li> <li>e. Provides five days training to Village Courts Assistants, Secretary and Assistant Accountant cum Computer Operation (AACO) of five UPs on village courts (one residential training at district level);</li> <li>f. Provides one day orientation to Village Police of five unions at upazila level (One nonresidential orientation at upazila level);</li> <li>g. Quarterly Coordination meeting at UP with UP functionaries and Traditional leaders on VC at UP level (Total 20 meetings=4 nosX5 UPs);</li> <li>h. Monthly Coordination meeting with VCAs and Assistant Accountant cum Computer Operation (AACO) of five UPs at Upazila level (Total 12 meetings);</li> <li>i. Organize one sensitization workshop on Village Courts with different stakeholders at district level;</li> <li>j. Conduct 180 Courtyard meetings (Travel cost of VCA and light snacks for participants)- 9 wards X three meetings in each ward X 5 UPs;</li> <li>k. Field monitoring by the designated officials to ensure legal compliance and quality of VC decision making and data collection for Action Research;</li> <li>l. Awareness activities at UP level;</li> </ul>
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	<p>m. Prepare union, upazila and district wise VC's performance report (Monthly, quarterly and final report and send to DF and UNDP as per prescribed format;</p> <p>n. Prepare and submit monthly, quarterly and final progress reports following the prescribed formats to DF and UNDP;</p> <p>o. Document the lessons learning under the guidance by UNDP and Action Research firm and accordingly report;</p> <p>p. Work closely with Action Research firm to be hired to by UNDP to conduct feasibility study of village courts in CHT areas. This research firm will work with NGO from the beginning to end to generate policy recommendations from the lessons learned of action research initiatives to minimize gaps between village courts services and CHT's local dispute resolution options and improve efficiency and effectiveness of village courts in CHT areas. In this regard NGO should provide necessary supports (provides data/information using prescribed formats to research firm, attend meetings organized by research firm, etc.) as when required;</p> <p>q. Disseminate IEC materials;</p>
List and Description of Expected Outputs to be Delivered	<p>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 quarterly assessment reports to understand the efficiency and effectiveness of village court in CHT and research reports with lessons learnt, challenges and policy recommendations.</p> <p>The main outputs of this assignment are:</p> <ol style="list-style-type: none"> <li>1. Quarterly assessment report highlighting village courts performance, challenges and the lessons learnt.</li> <li>2. Two research reports- First one highlighting all findings, lessons learnt, challenges and policy recommendations and final report highlighting all findings, lessons learnt, challenges and tested policy recommendations.</li> </ol> <p>However, apart from the main deliverables, the prospective research firm will also provide the following associated deliverables throughout the contract period.</p> <ul style="list-style-type: none"> <li>• Inception report with agreed workplan timeframe and responsibility matrix for the assignment to the project.</li> <li>• Action research plan: Complimentary to the work plan embedded within the inception report, the action research plan will breakdown in detail the data and indicators to be measured, action research participants, and a comprehensive schedule of research activities to be undertaken and deliverables.</li> <li>• Data collection tools for different target groups with guideline and document review checklist.</li> <li>• Monitoring tools for documenting the village courts performance, lessons learnt and challenges.</li> </ul>



	<ul style="list-style-type: none"> <li>• Monthly progress reports: Regular update reports on progress of the action research and pilot implementation, including latest key findings and emerging challenges.</li> <li>• Stakeholders' Learning workshop: Facilitated by NGOs to present key findings from the action research, document comments and inputs for consideration and incorporation into the final report.</li> <li>• Consultation/workshop for policy review: Conduct 3 consultation workshops with relevant stakeholders such as traditional leaders, UP chairman, CHTRC and Circle chief etc.</li> <li>• Attend and share finding of the action research with project stakeholders (LGD, MOCHTA, UNDP, CHT Regional Council (CHTRC), Hill District Councils, Traditional leaders, local administration, etc.) in workshops arranged by UNDP.</li> </ul> <p><b>C. Institutional Arrangement:</b> The National Project Manager, SID-CHT, will act as the contract administrator for this contract. Under the overall directives of the National Project Manager, SID-CHT, and in close coordination and guidance of the designated official of UNDP, the research firm will perform all necessary and relevant activities of the action research.</p> <p><b>D. Duration of the work:</b> Duration of the assignment will be 12 months (tentatively Sept 2020- August 2021) from signing of the contract. The working location will be all 15 Union Parishads in 4 Upazilas of the respective Hill Districts.</p> <p><b>E. Final Deliverables</b></p> <table border="1"> <thead> <tr> <th>S.L</th><th>Deliverables</th><th>Time lime</th></tr> </thead> <tbody> <tr> <td>1</td><td>Inception report, list of issues to be tested, information collection strategy and details implementation plan, data collection tools &amp; guideline</td><td>Within 1<sup>st</sup> month from signing the contract</td></tr> <tr> <td>2</td><td>First quarterly assessment/monitoring report highlighting village courts performance, challenges and the lessons learnt and accepted by UNDP</td><td>Within 15 December 2020</td></tr> <tr> <td>3</td><td>First research report highlighting all findings, lessons learnt, challenges and policy recommendations and accepted by UNDP</td><td>Within 30 April 2021</td></tr> <tr> <td>4</td><td>Final research report highlighting all findings, lessons learnt, challenges and tested policy recommendations and accepted by UNDP</td><td>Within 15 August 2021</td></tr> </tbody> </table>	S.L	Deliverables	Time lime	1	Inception report, list of issues to be tested, information collection strategy and details implementation plan, data collection tools & guideline	Within 1 <sup>st</sup> month from signing the contract	2	First quarterly assessment/monitoring report highlighting village courts performance, challenges and the lessons learnt and accepted by UNDP	Within 15 December 2020	3	First research report highlighting all findings, lessons learnt, challenges and policy recommendations and accepted by UNDP	Within 30 April 2021	4	Final research report highlighting all findings, lessons learnt, challenges and tested policy recommendations and accepted by UNDP	Within 15 August 2021
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Person to Supervise the Work/Performance of the Service Provider	National Project Manager, SID CHT Project															
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 <i>As indicated in the ToR</i>															
Expected duration of work	Duration of the assignment will be 90 Calendar days															

Target start date	01 September, 2020																
Latest completion date	31 August 2021																
Travels Expected	<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 checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others <i>[pls. specify]</i>																
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <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 (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <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 <input type="checkbox"/> Permitted																
Payment Terms	<table border="1"> <thead> <tr> <th></th><th>Payment schedule</th><th>Deliverables</th><th>Timeline of deliverables</th></tr> </thead> <tbody> <tr> <td></td><td>1<sup>st</sup> Installment 20% of the total contract value</td><td>Inception report, list of issues to be tested, information collection strategy and details implementation plan, data collection tools &amp; guideline and upon certification by UNDP contract administrator</td><td>Within 1<sup>st</sup> month from signing the contract</td></tr> <tr> <td></td><td>2<sup>nd</sup> Installment 20% of the total contract value</td><td>After submission and acceptance of first quarterly assessment/monitoring report upon certification by UNDP contract administrator</td><td>Within 15 December 2020</td></tr> <tr> <td></td><td>3<sup>rd</sup> Installment 20% of the total contract value</td><td>After submission and acceptance of first research report highlighting all findings, lessons learnt, challenges and policy recommendations and upon certification by UNDP contract administrator</td><td>Within 30 April 2021</td></tr> </tbody> </table>		Payment schedule	Deliverables	Timeline of deliverables		1 <sup>st</sup> Installment 20% of the total contract value	Inception report, list of issues to be tested, information collection strategy and details implementation plan, data collection tools & guideline and upon certification by UNDP contract administrator	Within 1 <sup>st</sup> month from signing the contract		2 <sup>nd</sup> Installment 20% of the total contract value	After submission and acceptance of first quarterly assessment/monitoring report upon certification by UNDP contract administrator	Within 15 December 2020		3 <sup>rd</sup> Installment 20% of the total contract value	After submission and acceptance of first research report highlighting all findings, lessons learnt, challenges and policy recommendations and upon certification by UNDP contract administrator	Within 30 April 2021
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		4 <sup>th</sup> Installment 40% of the total contract value	After submission and acceptance of second report highlighting all findings, lessons learnt, challenges and tested policy recommendations and upon certification by UNDP contract administrator.	Within 15 August 2021
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Project Manager, SID CHT Project			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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>	<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>Eligible criteria of the action research firm:</b></p> <ul style="list-style-type: none"> <li>• Firm must have minimum 8 years of experiences in research and evaluation with specialization in local governance, justice, social cohesion, and conflict management and other development arena;</li> <li>• 2 years prior experiences of conducting action research;</li> <li>• Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list;</li> <li>• 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;</li> <li>• The research firm must have demonstrated three certifications from the donor's or national institutes mentioning experience of implementing similar kind of study.</li> </ul> <p>Curriculum vitae and commitment letter of key professionals to be submitted with the proposal. The curricula vitae shall be signed by the individual professional and dated. Roles and responsibilities of key professional staff during the study, an indication of the timing proposed to carry out the work should be included in the proposal</p> <p>The proposal should include information with respect to all contracts, grants, and cooperative agreements involving the provision of similar or related services over the past three years. The information supplied must include the name and address of the organization for which the work was performed; the current telephone number of a responsible technical representative of that organization; the number, if any, of each contract, grant, or cooperative agreement; and a brief description of the services provided, including the period for which the services were performed.</p> <p><b>Minimum eligibility criteria of the key personnel:</b></p> <p><b>Team leader/Principal Investigator (1):</b></p> <ul style="list-style-type: none"> <li>• Team Leader/ Principal Investigator must have at least an Advanced University degree (Masters or PhD) in public administration/political science/governance studies/ development studies or in the relevant field;</li> <li>• Minimum ten (10) years' experience in conducting action research or evaluations or doing similar type of jobs;</li> <li>• Must have experience in the area of governance, justice/local justice and human rights;</li> <li>• He/she must have experience of working in CHT region;</li> <li>• Fluency in English is mandatory, interpersonal and communication skills, particularly writing skills, facilitation skills.</li> </ul> <p><b>Legal Expert (1):</b></p>
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	<ul style="list-style-type: none"> <li>• Minimum bachelor's degree in law;</li> <li>• At least 2 yrs. experience of doing similar type of works (Assessment/Action research);</li> <li>• At least 2 yrs. experience on village courts and CHT specific laws and justice system, CHT governance system, CHT rules and regulation will be considered as added advantages;</li> <li>• Familiarity with the country's overall local governance and access to justice in Bangladesh and traditional justice system.</li> </ul> <p><b>Research Associates/Data Enumerators (3):</b></p> <ul style="list-style-type: none"> <li>• Minimum bachelor's degree in any subjects;</li> <li>• At least 2 yrs. experience of doing similar type of works (Assessment/Action research) in CHT;</li> <li>• At least 2 yrs. experience in development field.</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>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>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> <p><i>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.</i></p> <p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Background experience/ Expertise of Firm</p> <p><input checked="" type="checkbox"/> Adequacy and comprehensiveness of the proposal (concept, approach, work plan)</p> <p><input checked="" type="checkbox"/> Qualifications and competence of the key staff for the Assignment</p> <p><b>BASIS OF TECHNICAL EVALUATION</b></p> <p><b>Financial Proposal (30%)</b></p> <p>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:</p> <p>Rating the Technical Proposal (TP):</p> $\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$ <p>Rating the Financial Proposal (FP):</p> $\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$ <p>Total Combined Score:</p>
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	<p>(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> <p>=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> <table><tr><th colspan="2">Evaluation Criteria</th><th>Marks</th></tr><tr><td colspan="3"><b>1. Organizational strength and relevant expertise</b></td></tr><tr><td>1.1</td><td>Overall experience of working in conducting action research- 10 application of participatory approaches in research – 5</td><td>15</td></tr><tr><td>1.2</td><td>Demonstrable expertise on local governance issues- 5 local justice system (Village courts) in Bangladesh- 5</td><td>10</td></tr><tr><td>1.3</td><td>Experience of working on similar assignments with UN agencies- 3 Other development partners- 2</td><td>5</td></tr><tr><td>1.4</td><td>Previous experiences of working in CHT with proper evidences- 5</td><td>5</td></tr><tr><td colspan="2"><b>Sub-total</b></td><td><b>35</b></td></tr><tr><td colspan="3"><b>2. Understanding of the assignment, proposed approach and methodology</b></td></tr><tr><td>2.1</td><td>Technical quality and relevance of proposed approach and methodology Extent of understanding the project requirement/Tor- 5 Implementation plan- 3 Methodology- 5 selection of sampling framework- 5 Risk mitigation plan- 2</td><td>20</td></tr><tr><td>2.2</td><td>Appropriateness of proposed implementation timelines</td><td>5</td></tr><tr><td colspan="2"><b>Sub-total</b></td><td><b>25</b></td></tr><tr><td colspan="3"><b>3. Team composition, including capacity of key team members</b></td></tr><tr><td>3.1</td><td>Educational qualification of Team Leader- 2 Related working experiences in conducting action research on local governance issues, particularly local justice system- 3</td><td>5</td></tr><tr><td>3.2</td><td>Key team members (1 Legal expert, 3 Research Associates/Data Enumerators) educational qualifications -2 Relevant experiences in development field and years dedicated to local government programmes with CHT experience -3</td><td>5</td></tr><tr><td colspan="2"><b>Sub-total</b></td><td><b>10</b></td></tr><tr><td colspan="2"><b>Total Technical evaluation</b></td><td><b>70</b></td></tr></table>	Evaluation Criteria		Marks	<b>1. Organizational strength and relevant expertise</b>			1.1	Overall experience of working in conducting action research- 10 application of participatory approaches in research – 5	15	1.2	Demonstrable expertise on local governance issues- 5 local justice system (Village courts) in Bangladesh- 5	10	1.3	Experience of working on similar assignments with UN agencies- 3 Other development partners- 2	5	1.4	Previous experiences of working in CHT with proper evidences- 5	5	<b>Sub-total</b>		<b>35</b>	<b>2. Understanding of the assignment, proposed approach and methodology</b>			2.1	Technical quality and relevance of proposed approach and methodology Extent of understanding the project requirement/Tor- 5 Implementation plan- 3 Methodology- 5 selection of sampling framework- 5 Risk mitigation plan- 2	20	2.2	Appropriateness of proposed implementation timelines	5	<b>Sub-total</b>		<b>25</b>	<b>3. Team composition, including capacity of key team members</b>			3.1	Educational qualification of Team Leader- 2 Related working experiences in conducting action research on local governance issues, particularly local justice system- 3	5	3.2	Key team members (1 Legal expert, 3 Research Associates/Data Enumerators) educational qualifications -2 Relevant experiences in development field and years dedicated to local government programmes with CHT experience -3	5	<b>Sub-total</b>		<b>10</b>	<b>Total Technical evaluation</b>		<b>70</b>
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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 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)																																																
Contact Person for Inquiries (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 19 August, 2020.</i></b></p> <p><b><i><u>"Queries on RFP-BD-2020-022"</u></i></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 (a)	<p>A pre-bid meeting will be held on 19 August 2020 Wednesday at 11.00 AM.</p> <p>Through Zoom Meeting ID: <a href="https://undp.zoom.us/j/96601367681">https://undp.zoom.us/j/96601367681</a></p>																																																

**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:**

- Firm must have minimum 8 years of experiences in research and evaluation with specialization in local governance, justice, social cohesion, and conflict management and other development arena;
- 2 years prior experiences of conducting action research;
- Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list;
- 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;

The research firm must have demonstrated three certifications from the donor's or national institutes mentioning experience of implementing similar kind of study.

Curricula vitae and commitment letter of key professionals to be submitted with the proposal. The curricula vitae shall be signed by the individual professional and dated. Roles and responsibilities of key professional staff during the study, an indication of the timing proposed to carry out the work should be included in the proposal

The proposal should include information with respect to all contracts, grants, and cooperative agreements involving the provision of similar or related services over the past three years. The information supplied must include the name and address of the organization for which the work was performed; the current telephone number of a responsible technical representative of that organization; the number, if any, of each contract, grant, or cooperative agreement; and a brief description of the services provided, including the period for which the services were performed.

**Minimum eligibility criteria of the key personnel:****Team leader/Principal Investigator (1):**

- Team Leader/ Principal Investigator must have at least an Advanced University degree (Masters or PhD) in public administration/political science/governance studies/ development studies or in the relevant field;
- Minimum ten (10) years' experience in conducting action research or evaluations or doing similar type of jobs;
- Must have experience in the area of governance, justice/local justice and human rights;
- He/she must have experience of working in CHT region;
- Fluency in English is mandatory, interpersonal and communication skills, particularly writing skills, facilitation skills.

**Legal Expert (1):**

- Minimum bachelor's degree in law;
- At least 2 yrs. experience of doing similar type of works (Assessment/Action research);
- At least 2 yrs. experience on village courts and CHT specific laws and justice system, CHT governance system, CHT rules and regulation will be considered as added advantages;
- Familiarity with the country's overall local governance and access to justice in Bangladesh and traditional justice system.

**Research Associates/Data Enumerators (3):**

- Minimum bachelor's degree in any subjects;
- At least 2 yrs. experience of doing similar type of works (Assessment/Action research) in CHT;
- At least 2 yrs. experience in development field.

**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 -Should Be Separately Uploaded)**

**D.**

	Payment schedule	Deliverables	Timeline of deliverables
	1 <sup>st</sup> Installment 20% of the total contract value	Inception report, list of issues to be tested, information collection strategy and details implementation plan, data collection tools & guideline and upon certification by UNDP contract administrator	Within 1 <sup>st</sup> month from signing the contract
	2 <sup>nd</sup> Installment 20% of the total contract value	After submission and acceptance of acceptance of first quarterly assessment/monitoring report upon certification by UNDP contract administrator	Within 15 December 2020
	3 <sup>rd</sup> Installment 20% of the total contract value	After submission and acceptance of first research report highlighting all findings, lessons learnt, challenges and policy recommendations and upon certification by UNDP contract administrator	Within 30 April 2021



	4 <sup>th</sup> Installment 40% of the total contract value	After submission and acceptance of second report highlighting all findings, lessons learnt, challenges and tested policy recommendations and upon certification by UNDP contract administrator.	Within 15 August 2021
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*\*This shall be the basis of the payment tranches*

**D. Cost Breakdown by Cost Component [This is only an Indicative Example. Bidder is expected to submit financial proposal according to proposed proposal]: (The file with the “FINANCIAL PROPOSAL” must be encrypted with a password -Should Be Separately Uploaded)**

Financial Proposal Template							
S.N	Description	Description of Measuring Unit	Daily Fees/ per unit Cost in BDT	Person/ Unit	Total Period of Engagement (Day/Trip/month)	Total Cost in BDT	Total Cost in USD
<b>A</b>	<b>Personnel Services</b>						
1	Team Leader/Principal Investigator (30 Days a Year)	Person/Day		1	30	-	-
2	Legal Expert (40 Days a Year)	Person/Day		1	40	-	-
3	Research Associate/Data Enumerator-3 (per person 120 days)	Person/Day		3	120	-	-
	Sub Total					-	-
<b>B</b>	<b>Data collection and Consultation</b>						
<b>B.1</b>	<b>FGD and Consultation workshop</b>						
B.1.1	FGD at union level for data collection (12 months)	Per FGD		9	12	-	-
B.1.2	Consultation for policy review (3 workshops)	Per Batch		1	3	-	-
<b>B.2</b>	<b>Lodging and Per Diem</b>						
B.2.1	DSA for Team Leader/Principal Investigator	Person/Day		1	20	-	-
B.2.2	DSA for Legal Expert	Person/Day		1	20	-	-
B.2.3	Research Associate/ Data Enumerator-3 (60 days)	Person/Day		3	60	-	-
<b>B.3</b>	<b>Transport (LongTravel Two-way)</b>						
B.3.1	Team Leader-1	Person/Day		1	6	-	-
B.3.2	Legal Expert-1	Person/Day		1	6	-	-
B.3.3	Research Associate/Data Enumerator-3	Person/Day		3	24	-	-
<b>B.4</b>	<b>Transport (Local Travel)</b>						
B.4.1	Team Leader-1	Per Unit		1	20	-	-
B.4.2	Legal Expert-1	Per Unit		1	20	-	-
B.4.3	Research Associate/Data Enumerator-3 (60 days)	Per Unit		3	60	-	-
	Sub Total					-	-
<b>C</b>	<b>Operational Cost</b>						
C.1	Printing, Photocopy, Stationary (12 months)	Monthly		1	12	-	-
C.2	Telephone/Mobile/Internet (12 months)	Monthly		5	12	-	-
	Sub Total					-	-
	<b>Total Budget (A+B+C)</b>					-	-

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

\*\*\*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)

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### F. Project Title:

**Activating Village Courts in Bangladesh Phase II-CHT Part implemented by Strengthening Inclusive Development in Chittagong Hill Tracts (SID-CHT) Project**

### G. Description of the Assignment:

The Terms of Reference (ToR) has been designed to engage the research firm to generate policy recommendations from the lessons learnt of action research initiatives to reduce the possible gaps/contradiction between village courts services and CHT's local dispute resolution options and improve efficiency and effectiveness of village courts in CHT areas.

### H. Project Description:

Based on the success of the pilot project, Local Government Division (LGD) of the Ministry of Local Government, Rural Development and Cooperatives (MoLGRD&C) is implementing AVCB II project in 1,080 unions of Bangladesh as an effective local dispute resolution mechanism. This is a five -year project (2016-2021) with technical and financial support of the Government of Bangladesh (GoB), European Union (EU) and UNDP. In 2019, the project has also been extended its support in three CHT districts covering a further 121 UPs (Union Parishad) and initiated its interventions, with the aim to strengthen the traditional justice system in three CHT districts and explore the possibility of village courts in CHT areas doing an action research.

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:

1. 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 mechanisms in CHT.
2. 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.

To reach the objective mention above, the project will strengthen the traditional justice mechanisms in the CHT areas by introducing the core implementation modality of AVCB project. As a distinct judicial system of CHT, the Strengthening Inclusive Development in CHT (SID-CHT) project of UNDP is implementing this component. The project will take the following interventions to strengthen traditional justice systems as well as enhance access to justice mechanisms in the CHT.

- Capacity development of traditional institutions, local CSOs and local administration in CHT as well as judiciary, legal professions, and other relevant actors in CHT
- Review of existing customary laws & practices and codification/documentation of laws as well as support to existing harmonization efforts of different justice systems in CHT.
- Advocate for the inclusion of the monitoring system into the updated Village Courts Rules and for setting up a monitoring system of access to justice for the most vulnerable in CHT.
- Raising awareness on existing legal systems and options for redress mechanisms in CHT.
- Action Research/feasibility study for exploring/scoping of VC's in CHT (15 UPs of 4 upazilas of 3 districts)

As mention above, apart from strengthening the traditional justice system in all unions of 3 CHT districts, project will also support 15 UPs from 3 CHT districts to test village court model. The purpose of testing the

village court model is to find out feasibility of village court in CHT region where traditional justice system in place.

In this regard an action research initiative will be undertaken in 15 UPs of three district where three NGOs will be engaged in three districts to assist Union Parishads to run village courts through capacity building of VC's service providers and creating demand of village courts through its awareness raising activities. In addition, a research firm will also be hired with a strong action research background to generate policy recommendations from the lessons learnt of the action research initiatives.

#### **I. Objective of the assignment:**

The objective of the assignment is to generate policy recommendations from the lessons learnt of action research initiatives to be implemented by 3 partner NGOs in 15 UPs of three districts ( five from each district) to reduce the possible gaps/contradiction between Village Courts services and local justice resolution opinions And, improve efficiency and effectiveness of village courts in CHT areas.

In this regard, the research organization will review the rules mention in the village courts act/Rules and monitor/assess implementation of these taking assistance from partner organization in coordination with traditional leaders, and UP machineries; document the lessons learnt and challenges of implementation of village courts rules; and provide policy recommendations (if require) considering the CHT context. Lessons learnt and policy recommendations will be generated based on following principles:

- Traditional leaders, CHT Regional Council (CHTRC), Hill District Councils, LGD, MOCHTA, UP representatives, local people, beneficiaries, service providers of village courts, local administration, Judiciary, etc. need to be consulted during development of recommendations
- Recommendations should be refined through field test if all stakeholders (LGD, MOCHTA, UNDP, CHT Regional Council (CHTRC), Hill District Councils, Traditional leaders, local administration, etc.) are in agreement. In this situation, partner organization(s) in coordination with research firm and UNDP will do the field test and document the lessons learnt where research firm will provide technical supports.

#### **J. Study location**

15 UPs in 3 Hill Districts (Rangamati, Khagrachhari and Bandarban) of Chittagong Hill Tracts are given below:

SI No	Union Name	Upazila Name	District Name
1.	Gozalia Union	Lama	Bandarban
2.	Aziznagar Union	Lama	Bandarban
3.	Lama Sadar Union	Lama	Bandarban
4.	Faitong Union	Lama	Bandarban
5.	Ruposhi para Union	Lama	Bandarban
6.	Farua	Belaichari	Rangamati
7.	Belaichari	Belaichari	Rangamati
8.	Langadu Sadar Union	Langadu	Rangamati
9.	Kalapagujjya	Langadu	Rangamati
10.	Bogachattar	Langadu	Rangamati
11.	Merung Union	Dighinala	Khagrachari
12.	Dighinala Union	Dighinala	Khagrachari
13.	Boalkali Union	Dighinala	Khagrachari
14.	Kabakali Union	Dighinala	Khagrachari
15.	Babuchara Union	Dighinala	Khagrachari

#### **K. Scope of Work:**

AVCB-II project will conduct an action research in 15 unions of 3 districts in CHT. These 15 unions are equally distributed among 3 districts. To conduct this action, UNDP, implementing partners and selected research firm/NGO will work together. UNDP will engage 3 NGOs in 3 districts in CHT to support implement both main component of AVCB-II and some section of action research interventions in the selective unions. A research firm will be engaged who will be responsible for following activities to reach the objective of this assignment.

**Document review:** Review different documents such as the Village Courts (amendment) Act 2013, Village Courts Rule 1976, existing customary laws and practices of various ethnic groups in CHT, the CHT Accord, Study reports, project document, etc. for understanding the context and developing appropriate policy recommendations.

**Inception Report-** Prepare an inception report including key study questions and how to get response of these questions/ methodologies, and detailed action plan of the entire works within 10 days from signing the contract.

**Coordinate with local NGOs:** Since three local NGOs will assist LGD in building capacity of VC's service providers, creating demand of village courts, and providing legal service through village courts, the research firm will have to work very closely with them from beginning to end of the research to plan, action/implement, observe, reflect and test the various recommendations if their findings suggest and continue this cycle until end of the action research initiatives. Hence, at the early stage the firm should identify what types of supports they require from partners and should provide orientation to the relevant partner staff of partner.

**Develop and implement information collection strategy to reach the objective of the study:** It could be combination of both primary (field visits and consultation with relevant target groups) and secondary sources (UNDP and partner organization on regular interval) and should be shared with UNDP and NGOs for taking their concern.

**Develop data collection tools:** The prospective research firm/NGO will develop both qualitative and quantitative research tools in line with the study objective in Bangla and English incorporating the feedbacks from UNDP and partner. After finalization of the tools they will also develop guideline for data collection.

**Data collection:** Develop and implement information collection strategy to reach the objective of the research and orient to relevant stakeholders. Collect data from the field on a regular basis to see the progress, performance and challenges of village court. Make field visits to observe and document the perception of the project beneficiaries on village court.

**Assess/monitor the village courts performance, the lessons learnt and challenges and submit quarterly report:** Develop a system to document the village courts performance, lessons learnt and challenges by quarterly and submit brief quarterly report on this and progress of research to UNDP.

**Organize consultation works:** Conduct 3 consultation workshops with relevant stakeholders such as traditional leaders, UP chairman, CHTRC and Circle chief etc.

**Present study findings:** Periodically consolidate key analysis and findings of the action research initiatives and sharing with relevant stakeholders and present finding of the final research reports with UNDP and relevant stakeholders.

#### **Prepare and submit reports:**

- Prepare and submit first report highlighting all findings, lessons learnt, and policy recommendations incorporating feedbacks of UNDPs and other stakeholders and share findings with different stakeholders through sharing meeting to be organized by UNDP.
- Prepare and submit Second report highlighting the lessons learned and tested policy recommendations incorporating feedbacks of UNDPs and other stakeholders and share findings with different stakeholders through sharing meeting to be organized by UNDP.

**Moreover, the research firm is expected to conduct the following activities**

- Review different documents
- Work closely with three NGOs who will be engaged to implement project activities (for activation of village courts and strengthening traditional system)
- Coordinate with UNDP, traditional leaders and other relevant stakeholders
- Develop and implement information collection strategy to reach the objective of the research and orient to relevant stakeholders.
- Attend different meetings to be organized by UNDP and share the research findings
- Review the rules mention in the village courts act/Rules and assess/monitor these directly by taking assistance from partner organization in coordination with traditional leaders, and UP machineries; document the lessons learnt and challenges; and provides policy recommendations if require considering the CHT context. Lessons learnt and policy recommendations will be generated based on following principles
  - Traditional leaders, CHT Regional Council (CHTRC), Hill District Councils, LGD, MOCHTA, UP representatives, local people, beneficiaries, service providers of village courts, local administration, Judiciary, etc. need to be consulted during development of recommendations
  - Recommendations should be refined through field test if all stakeholders (LGD, MOCHTA, UNDP, CHT Regional Council (CHTRC), Hill District Councils, Traditional leaders, local administration, etc.) are in agreement. In this situation, partner organization in coordination with research firm and UNDP will assist to do the field test.

**However, the tasks may change depending on detailed discussions with project staffs.**

**As mentioned above, the list of NGOs activities on Action Research in 15 UPs in Rangamati, Khagrachhari and Bandarban are given below for better understanding:**

-Support to conduct Action Research for exploring/scoping of VC's in CHT for 1 year (5 UPs of 1/2 Upazilas of Rangamati, Khagrachhari and Bandarban districts):

- a. Hire five (5) Village Courts Assistant (VCA) for five UPs for 1 year;
- b. Equip five UPs with furniture;
- c. Provide monthly incentive to 50 Village Polices (VPs) in 5 UPs [50 VPs x250 tk. X 9 months in five Ups];
- d. Provides three days training to UP Chair, Panel Chair, UP members of five UPs on village courts (three residential training at district level);
- e. Provides five days training to Village Courts Assistants, Secretary and Assistant Accountant cum Computer Operation (AACO) of five UPs on village courts (one residential training at district level);
- f. Provides one day orientation to Village Police of five unions at upazila level (One nonresidential orientation at upazila level);
- g. Quarterly Coordination meeting at UP with UP functionaries and Traditional leaders on VC at UP level (Total 20 meetings=4 nosX5 UPs);
- h. Monthly Coordination meeting with VCAs and Assistant Accountant cum Computer Operation (AACO) of five UPs at Upazila level (Total 12 meetings);
- i. Organize one sensitization workshop on Village Courts with different stakeholders at district level;
- j. Conduct 180 Courtyard meetings (Travel cost of VCA and light snacks for participants)- 9 wards X three meetings in each ward X 5 UPs;

- k. Field monitoring by the designated officials to ensure legal compliance and quality of VC decision making and data collection for Action Research;
- l. Awareness activities at UP level;
- m. Prepare union, upazila and district wise VC's performance report (Monthly, quarterly and final report and send to DF and UNDP as per prescribed format;
- n. Prepare and submit monthly, quarterly and final progress reports following the prescribed formats to DF and UNDP;
- o. Document the lessons learning under the guidance by UNDP and Action Research firm and accordingly report;
- p. Work closely with Action Research firm to be hired to by UNDP to conduct feasibility study of village courts in CHT areas. This research firm will work with NGO from the beginning to end to generate policy recommendations from the lessons learned of action research initiatives to minimize gaps between village courts services and CHT's local dispute resolution options and improve efficiency and effectiveness of village courts in CHT areas. In this regard NGO should provide necessary supports (provides data/information using prescribed formats to research firm, attend meetings organized by research firm, etc.) as when required;
- q. Disseminate IEC materials;

#### **L. 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 quarterly assessment reports to understand the efficiency and effectiveness of village court in CHT and research reports with lessons learnt, challenges and policy recommendations.

The main outputs of this assignment are:

- 3. Quarterly assessment report highlighting village courts performance, challenges and the lessons learnt.
- 4. Two research reports- First one highlighting all findings, lessons learnt, challenges and policy recommendations and final report highlighting all findings, lessons learnt, challenges and tested policy recommendations.

However, apart from the main deliverables, the prospective research firm will also provide the following associated deliverables throughout the contract period.

- Inception report with agreed workplan timeframe and responsibility matrix for the assignment to the project.
- Action research plan: Complimentary to the work plan embedded within the inception report, the action research plan will breakdown in detail the data and indicators to be measured, action research participants, and a comprehensive schedule of research activities to be undertaken and deliverables.
- Data collection tools for different target groups with guideline and document review checklist.
- Monitoring tools for documenting the village courts performance, lessons learnt and challenges.
- Monthly progress reports: Regular update reports on progress of the action research and pilot implementation, including latest key findings and emerging challenges.
- Stakeholders' Learning workshop: Facilitated by NGOs to present key findings from the action research, document comments and inputs for consideration and incorporation into the final report.
- Consultation/workshop for policy review: Conduct 3 consultation workshops with relevant stakeholders such as traditional leaders, UP chairman, CHTRC and Circle chief etc.
- Attend and share finding of the action research with project stakeholders (LGD, MOCHTA, UNDP, CHT

Regional Council (CHTRC), Hill District Councils, Traditional leaders, local administration, etc.) in workshops arranged by UNDP.

#### **M. Institutional Arrangement:**

The National Project Manager, SID-CHT, will act as the contract administrator for this contract. Under the overall directives of the National Project Manager, SID-CHT, and in close coordination and guidance of the designated official of UNDP, the research firm will perform all necessary and relevant activities of the action research.

#### **N. Duration of the work:**

Duration of the assignment will be 12 months (tentatively Sept 2020- August 2021) from signing of the contract. The working location will be all 15 Union Parishads in 4 Upazilas of the respective Hill Districts.

#### **O. Final Deliverables**

<b>S.L</b>	<b>Deliverables</b>	<b>Time lime</b>
1	Inception report, list of issues to be tested, information collection strategy and details implementation plan, data collection tools & guideline	Within 1 <sup>st</sup> month from signing the contract
2	First quarterly assessment/monitoring report highlighting village courts performance, challenges and the lessons learnt and accepted by UNDP	Within 15 December 2020
3	First research report highlighting all findings, lessons learnt, challenges and policy recommendations and accepted by UNDP	Within 30 April 2021
4	Final research report highlighting all findings, lessons learnt, challenges and tested policy recommendations and accepted by UNDP	Within 15 August 2021

#### **P. Schedule of Payments:**

The cost of the contract will be fixed for the successful contractor. No adjustment will be made on the assignment period and price determined by the signed contract. The price should take into account all HR, operations, fees, travel, logistics, workshops, trainings etc. for all activities mentioned under outputs and deliverables.

For each phase, UNDP will make payments, by bank transfer to the contractor's bank account, upon acceptance of the deliverables achieved by the contractor. Payment will be made in tranches based on milestone deliverables upon submission of invoices and upon certification of the work completed.

	<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, list of issues to be tested, information collection strategy and details implementation plan, data collection tools & guideline and upon certification by UNDP contract administrator	Within 1 <sup>st</sup> month from signing the contract
	2 <sup>nd</sup> Installment 20% of the total contract value	After submission and acceptance of first quarterly assessment/monitoring report upon certification by UNDP contract administrator	Within 15 December 2020
	3 <sup>rd</sup> Installment 20% of the total contract value	After submission and acceptance of first research report highlighting all findings, lessons learnt, challenges and policy recommendations and	Within 30 April 2021

		upon certification by UNDP contract administrator	
	4 <sup>th</sup> Installment 40% of the total contract value	After submission and acceptance of second report highlighting all findings, lessons learnt, challenges and tested policy recommendations and upon certification by UNDP contract administrator.	Within 15 August 2021

#### Q. Qualifications of the Successful Contractor:

The general qualification of the organization is to have significant experience of designing and implementing of similar type of research/study. The consulting firm should have strong understanding of governance and human rights related works especially in local justice/rule of law/traditional justice system in CHT areas. Demonstrated experience with research methodology, tool design, data analysis and report writing. Working experience of conducting similar research work in Bangladesh in the relevant field would be an added advantage.

Eligible criteria of the action research firm:

- Firm must have minimum 8 years of experiences in research and evaluation with specialization in local governance, justice, social cohesion, and conflict management and other development arena;
- 2 years prior experiences of conducting action research;
- Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list;
- 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;

The research firm must have demonstrated three certifications from the donor's or national institutes mentioning experience of implementing similar kind of study.

Curricula vitae and commitment letter of key professionals to be submitted with the proposal. The curricula vitae shall be signed by the individual professional and dated. Roles and responsibilities of key professional staff during the study, an indication of the timing proposed to carry out the work should be included in the proposal

The proposal should include information with respect to all contracts, grants, and cooperative agreements involving the provision of similar or related services over the past three years. The information supplied must include the name and address of the organization for which the work was performed; the current telephone number of a responsible technical representative of that organization; the number, if any, of each contract, grant, or cooperative agreement; and a brief description of the services provided, including the period for which the services were performed.

#### R. Minimum eligibility criteria of key personnel:

Among the team member one should be Legal Expert.

#### Team leader/Principal Investigator (1):

- Team Leader/ Principal Investigator must have at least an Advanced University degree (Masters or PhD) in public administration/political science/governance studies/ development studies or in the relevant field;
- Minimum ten (10) years' experience in conducting action research or evaluations or doing similar type of jobs;
- Must have experience in the area of governance, justice/local justice and human rights;
- He/she must have experience of working in CHT region;

- Fluency in English is mandatory, interpersonal and communication skills, particularly writing skills, facilitation skills.

**Legal Expert (1):**

- Minimum bachelor's degree in law;
- At least 2 yrs. experience of doing similar type of works (Assessment/Action research);
- At least 2 yrs. experience on village courts and CHT specific laws and justice system, CHT governance system, CHT rules and regulation will be considered as added advantages;
- Familiarity with the country's overall local governance and access to justice in Bangladesh and traditional justice system.

**Research Associates/Data Enumerators (3):**

- Minimum bachelor's degree in any subjects;
- At least 2 yrs. experience of doing similar type of works (Assessment/Action research) in CHT;
- At least 2 yrs. experience in development field.

Note: 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.

**S. Content of the proposal**

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.

We invite interested Firms to submit the following application documents:

**A. Proposal detailing a) how the Consultant(s) meets the selection criteria and b) their understanding of the TOR and methodology**

Please ensure your proposal explicitly answers the following questions:

- What previous experience do you have of theory-based evaluations and what lessons have you learnt from your experiences and how did you formulate the policy recommendation?
- What will you do to successfully engage with the intended users as identified in this ToR?
- Define research questions keeping linkage with objective and describe research and evaluation approach and methods/data collection process to reach the objective of the ToR and to get the responses of research questions?
- How will you engage the relevant stakeholders to formulate and refine lessons learned and policy recommendation from the study?
- How will your proposed approach involve women participating in the project?
- What do you foresee to be the main ethical issues and what will be your approach to addressing them?
- What risks do you foresee in relation to this research/evaluation consultancy and how will you mitigate them?
- What will be your approach to managing the multiple stakeholders involved at each phase and what processes would you put in place to ensure high quality outputs?

B. A proposed activities schedule/work plan with time frame;

C. Copy of CV of the consultant(s) who will undertake the research and evaluation (maximum 5 Pages of A4 each);

D. Financial proposal detailing consultant(s) itemized fees, data collection and administrative costs;



E. One recent example of similar evaluation report written by the applicant (if joint authored to include a description of the role of the named consultant in the report);

F. Contact details of two independent referees;

**T. Evaluation**

The CVs must be tailored to 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/organisation. 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.