



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

NAME & ADDRESS OF FIRM	DATE: January 10, 2021
	REFERENCE: RFP-BD-2021-001

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Hiring technical firms to develop ICT based digital training module and learning contents on Life Skills Counselling for students and adolescents of the Chittagong Hill Tracts (CHT).**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Sunday, January 24, 2021

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Senior Operations Manager
10 Jan 2021



Annex 1

Description of Requirements

Context of the Requirement	The Term of Reference (ToR) has been designed to engage a technical firm to develop ICT based effective digital training module with quality learning contents on the “Life Skills Counselling” for students and adolescents of the Chittagong Hill Tracts. In addition, the firm is expected to provide Training of Trainers (ToT) on the developed module of “Life Skills Counselling” for students and adolescents of the Chittagong Hill Tracts for the selective teachers of various schools of the CHT. UNDP Bangladesh pool of technical firms or other qualified organizations which have been vetted for their track record in implementing projects on developing and designing with maintenance of system tools for online and offline based educational learning content, financial transparency, strength of human resource, innovative, sensitive to the tribal/indigenous culture of the CHT, influencing capacity and strong networking ability with government and other development sectors, are therefore sought to apply.
Implementing Partner of UNDP	SID CHT Project, UNDP, Bangladesh
Brief Description of the Required Services	<p>The Ministry of Chittagong Hill Tracts Affairs (MOCHTA), in collaboration with UNDP and other Development Partners has implemented several projects aiming to protecting the diversity of the Chittagong Hill Tracts (CHT) and its distinct characteristics by supporting the increased implementation of Peace Accord objectives, building capacity of devolved Regional and Hill District Councils to deliver the subjects transferred from national level and supporting confidence building and social capital strengthening in communities.</p> <p>Even after one and half decade of signing the CHT Peace Accord 1997, in the Seventh Five Year Plan (FY 2016-20), it has been stated that “CHT is one of the most disadvantaged and vulnerable regions in the country in terms of almost all major development indicators, such as income, employment, poverty, health, water, sanitation, education, women employment, access to infrastructure and national building institutions, inter-community confidence, etc.” (The Seventh five-year plan FY2016-FY2020. Accelerating growth, empowering citizens, pg. 637-638. Government of Bangladesh. 2015). In virtually all social and economic indicators the region is disadvantaged with limited access to education, an absence of clear linkages between the capabilities and needs of communities and state institutions as well as a lack of understanding of key challenges (7th FYP page 680).</p> <p>Indicative Output(s): UNDP in collaboration with MoCHTA is implementing Strengthening Inclusive Development in the Chittagong Hill Tracts (SID-CHT) to keep up the momentum of development process of the CHT. It aims at strengthening community land, resource and livelihood management; increase participation and influence to shape decision-making; and strengthen democratic governance with responsive institutions and effective services. The expected outcome and outputs are:</p> <p>Outcome: Citizen expectations for voice, development and accountability are met by strengthened institutions to progressively deliver universal access to basic services. Output 1: Strengthened community land, resource and livelihood management. Output 2: Increased participation and influence to shape decision-making. Output 3: Democratic governance strengthened with responsive institutions and effective services.</p>

As integrated and integral endeavor of inclusive development of the CHT, UNDP with support from Global Affairs Canada is implementing the project entitled, ***“Strengthening Women’s and Girls’ Empowerment through Education and Skill in the Chittagong Hill Tracts”*** commendable for having impact on empowerment of women and girls in the region. Social development indicators in CHT are consistently below the national average. While Bangladesh has made steady gains in social development in recent years, the results are not evenly distributed. All three districts of CHT fall in the 20 underperforming and deprived districts identified for United Nations Development Assistance Framework (UNDAF 2012-2016) in Bangladesh. Even among these 20 districts, the CHT districts are at the bottom for most of the indicators. Lack of adequate infrastructure and human resource for health care, education and other services has been identified as one of the major bottlenecks affecting effective coverage of basic services. Some of the Millennium Development Goals (MDGs), such as hunger and poverty reduction – while they may have been achieved for the region as a whole – have not reached equally to the whole community of CHT.

The political unrest and instability in the region left most of its population especially local women stranded in poverty and in dire need of development opportunities. In case of actual control over productive resources CHT women always remain marginalized in terms of their socio-economic status and face multiple forms of discriminations. The rate of literacy is far lower among the ethnic minorities than that of the national average. More than half of all household members surveyed in CHT (55.2 percent) have no formal schooling, and for those who start schooling, fewer than 8 percent complete primary education while 2 percent complete secondary education, according to socioeconomic baseline study of CHTDF conducted by HDRC. According to the Factsheet Bangladesh published by Kapaeeng Foundation, Indigenous children, particularly girls, continue to face one of the highest dropout rates at primary level and the situation is even more dismal at high school and tertiary levels. The girls in CHT has lower access to education as compared to the rest of the country due to facing multiple level of barriers. Communication is a matter of concern for high dropout as the children from ethnic minorities cannot communicate with teachers or understand lessons delivered in Bangla. Extreme poverty is one of the most crucial factors as indigenous women and girls are one of the most disadvantaged and socio-economically vulnerable sections and they face multiple discrimination due to their status as a religious minority, indigenous identity, and gender.

Despite the commitment of the Government of Bangladesh to the World Declaration of Education for All (1990) and the Dakar Declaration (2000) to achieve universal enrolment in primary education by 2015, the national primary net enrolment rate is estimated at 80 percent and the quality of primary education is unsatisfactory. To begin to address this situation the Government has launched the ambitious and comprehensive national Primary Education Development Programme (PEDP) 4. In rest of the Bangladesh where girls drop-out rate in secondary schools are high due to social barriers, for CHT education is almost out-of-reach due to remote access to schools and escalated violence in the hill tracts (The Daily Star, April 4, 2019). Nevertheless, due to the special status of the CHT in terms of topography, diversity and recurring socio-political conflict, the level of both primary and secondary education in terms of quality and access has been far below the national average. National PEDP 4 and Secondary Education Programmes will have some impact on the CHT and bring some improvement, but unless the programmes adapt their interventions to the realities of the CHT and its peoples, the region will still remain behind in terms of quality of and access to education especially for the girls, ethnic girls and women in conflict-affected situations.

The CHARLEVOIX DECLARATION states that inclusive, equitable quality education is fundamental to achieving the empowerment and economic equality of girls and

	<p>women, especially in developing contexts and countries struggling with conflict. Guided by this the proposed project will support dismantling the major barriers to education for girls and women, aim to improve quality of education and contribute to enhanced social advancement and economic opportunities for them through the following objectives:</p> <ul style="list-style-type: none"> • Improved equitable access to safe and inclusive education, with better retention of girls and adolescent girls, particularly those from ethnic minorities and with disabilities • Improved quality of gender-responsive teaching in schools for girls, adolescent girls and women • Increased employability and business opportunities for adolescent girls and women, particularly those from ethnic minorities and with disabilities <p>In relation to this statement, UNDP is planning to develop ICT based digital training module (with use of cartoon, animation, short video, graphic contents etc.) and learning contents on "Life Skills Counselling" (i.e. soft skills, career skills, reproductive health, mental health and so on) for students and adolescents in Chittagong Hill Tracts (CHT) in taking consideration of cultural and ethnic diversity, sensitivity, language barriers and socio-political situation. The training module and all these contents will be used in conducting different training and raising awareness and sensitizing learners for better life in online space/platform. The firm is mainly responsible to develop digital contents, system tools, digital training modules and services designed and customized specifically for CHT teachers and students.</p> <p>The Target beneficiaries of the assignment are teachers, students and adolescent in 3 Hill Districts (Rangamati, Khagrachari and Bandarban) of Chittagong Hill Tracts. Special attention to be given on incorporating a gender lens throughout the content and service process. Socially, life skills training promotes development of a social setting that is with lesser antisocial behaviors, crime, and delinquency. Economically, focusing on prevention than cure, the life skills orientation approach is a cost-effective strategy of supporting the development of adolescent for future.</p>
List and Description of Expected Outputs to be Delivered	<p>The scope of work for prospective firm is to develop a user-friendly digital training module and contents on "Life Skills Counselling/Training" that would be used by teachers for the students, learners and adolescents in CHT schools. as follows:</p> <ul style="list-style-type: none"> ▪ Develop digital contents (i.e. cartoon animation/ video contents) on the following topics: <ul style="list-style-type: none"> - Sexual behavior and HIV/AIDS - Reproductive Health - Career Counselling, - Substance Abuse, Violence, Crime and Antisocial Behaviors, - Mental and emotional problems/ Resilience and coping with emotions and coping with stress - Decision-making and problem-solving - Creative thinking (lateral thinking) and critical thinking - Communication and Interpersonal skills and - self-awareness and empathy etc. ▪ Develop a digital training module with appropriate contents following all necessary & appropriate methodologies, tools and techniques for SID-CHT, UNDP (Preferably in Bangla); ▪ Organize One (1) training module & content development workshop (Day Long) on ""Life Skills Counselling/Training" with multiple stakeholder at district level with relevant local administrations, women teachers, women rights workers & experts, gender specialists and girls' representatives (at least 25 participants and participants will come form 3 districts);

- Organize and facilitate 3 batches of intensive ToT on the approved Module of "Life Skills Counselling/Training" for resource groups for future delivery of the training for relevant participants at district level (at least 20 persons per batch and 5 days long, 1 ToT per district);
- Provide a brief assignment completion report with necessary recommendations (in English);
- Any other activities/initiatives as agreed by both parties on achieving the goal of the assignment.

A. Eligibility Criteria

Requirement
<ul style="list-style-type: none"> • The Firm must have minimum 5 years of experience in digital training module and content development (i.e. cartoon animation/ short video contents etc.) and conducting training especially related to life skills, education, learning management system or similar service • In depth knowledge of cultural, social, political and gender perspectives of the Chittagong Hill Tracts is preferable; • 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) • Last 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 firm or team members proposed must have sound expertise and experiences on quality training facilitation and developing cartoon animation.

B. Expected Outputs:

Under this assignment, the firm/organization will deploy necessary staffs (**indicated in section H**) to implement the activities within stipulated time. The activities are:

The consulting firm is expected to conduct the following activities:

- Detailed work plan with implementation guideline in consultation with SID-CHT, UNDP;
- Conduct necessary meetings and consultation workshops with all respective stakeholders at district level;
- Produce a user-friendly digital training module with appropriate contents following all necessary & appropriate methodologies, tools and techniques for targeted multi-stakeholders in CHT especially young learners.
- Understand the user profile in CHT context
- Develop inception report with detail work plan with timeframe and responsibility matrix for the service and will share with the SID-CHT, UNDP and get approval.
- Develop digital training module with necessary contents on life-skill development for online and offline training,
- Closely work with the SID-CHT and A2I team to incorporate necessary feedbacks.
- Incorporate a gender lens throughout the service process;
- One (1) training module & content development workshop on ""Life Skills Counselling/Training" with multiple stakeholder at district level with relevant

- local administrations, women teachers, women rights workers & experts, gender specialists and girls' representatives (at least 25 participants);
- 3 batches of intensive ToT on the approved Module for resource groups for future delivery of the training for relevant participants organized and facilitated (5 days long and 20 participants in each batch);
 - Final completion report with necessary attachments i.e. major findings, lessons learned and recommendations for future interventions, photographs, evaluation sheets, etc.. Submit development software source code (if necessary), license (if necessary), raw files of contents, all developed contents etc.

C. Institutional Arrangement

The contracted firm will work under overall guidance National Project Manager, SID-CHT, UNDP and will get technical supervision by Chief, Gender & Community Cohesion of SID-CHT, UNDP.

All costs related to this assignment including logistics, office arrangements, accommodation etc. shall be borne by the contractor. UNDP shall pay the lumpsum amount quoted in the financial Proposal and shall be paid as achievement of milestones as the TOR. Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the UNDP/project team along with a plan to remedy the delay.

The cost for organizing 1 module and content development workshop and 3 ToTs in 3 districts will be borne by bidding firm. The firm need to be facilitate the entire workshop and ToT.

The firm is expected to work largely from their own office and attend meetings at UNDP/Project Office as required. Day to day liaison and coordination, reporting will be maintained directly through the assigned focal person of SID-CHT project in the district and the firm will maintain close coordination with other implementing partners and field teams. The firm will organize regular coordination meetings where SID-CHT, representatives may participate. The firm will complete all activities and submit final report at least 10 days before the last date of Contract.

D. Duration of the work:

Duration of the assignment will be 6 months from signing of the Contract (February to July 2021)

E. Final Deliverables / Services from the Firm/Organisation

The firm is expected to comply with the Terms of Reference (ToR) and the different compliance tools stated in the ToR. Based on the "scope of work" outlined above, the firm will deliver the following deliverables:

Deliverables	Time lime
<ol style="list-style-type: none"> 1. Inception report: Describing the firms understanding of the ToR, detailing the action approach strategy, work plan, list of possible stakeholders to be consulted, methodology. 2. Action plan: Complimentary to the work plan embedded within the inception report, the action plan will breakdown in detail and a comprehensive 	Within 1 week of signing contract

	schedule of activities to be undertaken and deliverables.	
	<ol style="list-style-type: none"> 3. Organize and facilitate 1 consultative workshop for training module and content development in Rangamati district with relevant stakeholders (at least 25 expert participants) for proper consultation, sharing ideas and taking opinion. 4. Produce a user-friendly digital training module with appropriate contents following all necessary & appropriate methodologies, tools and techniques for targeted multi-stakeholders in CHT especially young learners. 5. Submit the DRAFT digital training module with all necessary contents including carton animation/ short training video to SID-CHT for feedback and observations. 6. Organize and facilitate 3 (Three) intensive ToT training with at least 20 participants in each batch in 3 districts (Rangamati, Bandarban and Khagrachari) 	Within 4 months from signing of Contract
	<ol style="list-style-type: none"> 7. FINAL version of user-friendly digital training module with all necessary appropriate contents including carton animation/ short training on life skill counselling. 8. Final assignment completion report with necessary supporting documents i.e. participant attendance lists, photographs, events reports (1 workshop and 3 ToT training) major findings, lessons learned and recommendations, software source code (if necessary), license (if necessary) etc. <p>During this implementation period, UNDP will supervise, support and monitor the technical firm to carry out their assignment.</p>	At least 10 days before the last date of Contract.
<p>F. Schedule of Payments:</p> <p>The cost of the Contract will be fixed for the successful Firm. 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, etc. for all activities mentioned under outputs and deliverables. 1 content module & development workshop and 3 ToT trainings cost will be borne bidding organization.</p> <p>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.</p>		

	<table border="1"> <thead> <tr> <th>Payment schedule</th><th>Deliverables</th><th>Timeline of deliverables</th></tr> </thead> <tbody> <tr> <td>1st Installment: 20% of the total contract value</td><td>Upon Achieving deliverables 1 and 2.</td><td><u>Feb 2021</u></td></tr> <tr> <td>2nd Installment: 40 % of the total contract value</td><td>Upon Achieving deliverables 3, 4, 5 and 6.</td><td><u>June 2021</u></td></tr> <tr> <td>3rd and final payment: 40% of the total contract value</td><td>Upon Achieving deliverables 7 and 8</td><td><u>July 2021</u></td></tr> </tbody> </table>	Payment schedule	Deliverables	Timeline of deliverables	1 st Installment: 20% of the total contract value	Upon Achieving deliverables 1 and 2.	<u>Feb 2021</u>	2 nd Installment: 40 % of the total contract value	Upon Achieving deliverables 3, 4, 5 and 6.	<u>June 2021</u>	3 rd and final payment: 40% of the total contract value	Upon Achieving deliverables 7 and 8	<u>July 2021</u>
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Person to Supervise the Work/Performance of the Service Provider	National Project Manager,/Chief -Gender and Community Cohesion, 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 <u>6 (six) months</u>												
Target start date	February, 2021												
Latest completion date	July 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"/> Local Currency, BDT								
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT <u>[Please indicate the % of VAT as separate line item]</u>								
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								
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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"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract								
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.								
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Eligible criteria of the action research firm:</p> <p>Eligible criteria of the firm:</p> <ul style="list-style-type: none"> The Firm must have minimum 5 years of experience in digital training module and content development (i.e. cartoon animation/ short video contents etc.) and conducting training especially related to life skills, education, learning 								

	<p>management system or similar service</p> <ul style="list-style-type: none"> • In depth knowledge of cultural, social, political and gender perspectives of the Chittagong Hill Tracts is preferable; • 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) • Last 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 firm must have sound expertise and experiences on quality training facilitation and developing cartoon animation. <p>Qualifications of Key Personnel: <i>Provide the CVs for key personnel (Team leader, Content Development Expert, video animation expert etc.) that will be provided to support the implementation of this assignment. CVs should demonstrate qualifications in areas relevant to the Scope of Services and include signed declaration.</i></p> <p>Expected qualification of team: Minimum Eligibility and qualifications of Key personnel Team leader:</p> <ul style="list-style-type: none"> • Team Leader must have at least a Master's in social science, gender studies or development studies or in the relevant field. • Minimum ten (10) years' experience in development field including training facilitation, content development, module designing, education materials development for youth, etc. • He/she must have sound knowledge on GBV, life skills, career counselling, etc. • Sound knowledge on cultural, social, political and gender perspectives of CHT region is preferable. • Fluency in English is mandatory, interpersonal and communication skills, particularly writing skills, facilitation skills. Having expertise with CHT local languages is an asset. <p>Content Development Expert:</p> <ul style="list-style-type: none"> • At least a Master's in social science, gender studies or development studies or in the relevant field. • Minimum three (3) years if expertise on training content development, facilitation, Communication or in the relevant field. • Minimum five (5) years' experience in development of digital module development, training facilitation, etc. • He/she must have sound knowledge on GBV, life skills, career counselling, BCC etc. • Sound knowledge on cultural, social, political and gender perspectives of CHT region is preferable. <p>Cartoon/ Animation video Expert:</p> <ul style="list-style-type: none"> • Master's in computer science and engineering, Graphic design, IT, Statistics or Data Science, Networking and Communication or in the relevant field. • Minimum five (5) years' experience in development of digital content development, video animation, communication for development etc. • Proven experience to develop and maintenance of cartoon animation, training content development, short video production for training;
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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.

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

Technical Proposal (70%)

☒ Background experience/ Expertise of Firm

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

☒ Qualifications and competence of the key staff for the Assignment

BASIS OF TECHNICAL EVALUATION

Financial Proposal (30%)

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

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

=Total Combined and Final Rating of the Proposal

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.

1	Organizational strength and relevant expertise	20.00
1.1	Track record of earlier similar studies (title of study and few lines to nature of the study, date when study was done, name of the client).	10.00
1.2	Firm or team leader's experience of working in CHT	5.00
1.3	Experience in working with UN agencies and/or other development partners on similar assignments experience to work with donor/UN agency	5.00
2	Understanding of the assignment, proposed approach and methodology	40.00
2.1	Description of understanding of the task at hand	5.00
2.2	Technical quality and relevance of proposed approach and methodology, including selection of sampling framework and roles of personnel(s) will undertake	30.00
2.3	Appropriateness of proposed implementation timelines	5.00
3	Team composition, including CVs of each team member	10.00
3.1	Team Leader related working experience in conducting high level surveys/evaluations /reviews on national strategies, action plans, or similar outputs	5.00
3.2	Team member: relevant background	5.00
Total =		70.00

UNDP will award the Contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
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)	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before <u>18 January 2021, 11.30 AM</u></i> <i><u>"Queries on RFP-BD-2021-001"</u></i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information	A pre-bid meeting will be held <u>on 17 January at 11.30 AM.</u> <u>Through Zoom Meeting ID: https://undp.zoom.us/j/85242045343</u>

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:**Eligible criteria of the action research firm:**

Eligible criteria of the firm:

- The Firm must have minimum 5 years of experience in digital training module and content development (i.e. cartoon animation/ short video contents etc.) and conducting training especially related to life skills, education, learning management system or similar service
- In depth knowledge of cultural, social, political and gender perspectives of the Chittagong Hill Tracts is preferable;
- 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)
- Last 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 firm must have sound expertise and experiences on quality training facilitation and developing cartoon animation.

Qualifications of Key Personnel:

Provide the CVs for key personnel (Team leader, Content Development Expert, video animation expert etc.) that will be provided to support the implementation of this assignment. CVs should demonstrate qualifications in areas relevant to the Scope of Services and include signed declaration.

Expected qualification of team:**Minimum Eligibility and qualifications of Key personnel****Team leader:**

- Team Leader must have at least a Master's in social science, gender studies or development studies or in the relevant field.
- Minimum ten (10) years' experience in development field including training facilitation, content development, module designing, education materials development for youth, etc.
- He/she must have sound knowledge on GBV, life skills, career counselling, etc.
- Sound knowledge on cultural, social, political and gender perspectives of CHT region is preferable.
- Fluency in English is mandatory, interpersonal and communication skills, particularly writing skills, facilitation skills. Having expertise with CHT local languages is an asset.

Content Development Expert:

- At least a Master's in social science, gender studies or development studies or in the relevant field. with expertise on training content development, facilitation, Communication or in the relevant field.

- Minimum five (5) years' experience in development of digital module development, training facilitation, etc.
- He/she must have sound knowledge on GBV, life skills, career counselling, BCC etc.
- Sound knowledge on cultural, social, political and gender perspectives of CHT region is preferable.

Cartoon/ Animation video Expert:

- Master's in computer science and engineering, Graphic design, IT, Statistics or Data Science, Networking and Communication or in the relevant field.
- Minimum five (5) years' experience in development of digital content development, video animation, communication for development etc.
- Proven experience to develop and maintenance of cartoon animation, training content development, short video production for training;

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.

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

A. Proposed Methodology for the Completion of Services

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

B. Qualifications of Key Personnel

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

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

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

D. Payment Shedule

Payment schedule	Deliverables	Timeline of deliverables
1 st Installment: 20% of the total contract value	Upon Achieving deliverables 1 and 2.	<u>Feb 2021</u>
2 nd Installment: 40 % of the total contract value	Upon Achieving deliverables 3, 4, 5 and 6.	<u>June 2021</u>
3 rd and final payment: 40% of the total contract value	Upon Achieving deliverables 7 and 8	<u>July 2021</u>

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

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

Budget Form for "develop ICT based digital training module and learning contents on Life Skills Counselling for students and adolescents of the Chittagong Hill Tracts (CHT)						
			Resource Involve (Man-day)			
SI.N.	Deliverable Type	Deliverables/Task	Team Leader	Content Development Expert	Cartoon /Animation Video Expert	Remarks
1	Inception Report	Inception Report	7	-	-	
		Action Plan and Implementation Guideline	7	-	-	
2	Develop (digital) contents (i.e. cartoon animation/ video contents) on the prescribed topics	Content Management	10	30	10	
3	Develop digital cartoon animation/ video on the prescribed topics	Cartoon, animation/video development	5	5	60	
4	Develop ICT based digital training module and learning contents on Life Skills Counselling for students and adolescents of the Chittagong Hill Tracts (CHT)	Digital ToT Module on Life Skill	5	10	-	
		Total Man-day	34	45	70	
		Per Man-day Cost				
		Cost of Individual Resource				
		Total Resource Cost				
9	Programme Cost	Organize and facilitate 1 consultative workshop for training module and content development				
10		3 batches of intensive ToT on the approved Module				
Total Cost						
Total VAT (Please indicate %)						
Total Including VAT						

**Budget Breakdown of Serial No. 9;
(1 consultative workshop for training module and content development)**

Sl. No.	Particulars	Measuring Unit	No of Unit	Unit Cost	Total
1	Banner	No	1		
2	Vanue with sound system and electricity back up facilities (Generator)	Days	1		
3	Refreshment (2 Times)	Persons	40		
4	Food (Lunch)	Persons	40		
5	DSA (including Accomodation)	Persons	30		
6	Travel (Within District)	Up down	30		
7	Materials (including Bag)	Persons	30		
9	Resource Person (Guest Speakers) A Category for 4 Hours	Hours	4		
10	Misellaneous (Support service, flower, Mask, Sanitizer, Tissues etc)	LS	1		
Total =					-

**Budget Breakdown of Serial No. 10;
(3 batches of intensive ToT on the approved Module)**

Sl. No.	Particulars	Measuring Unit	No of Unit (Training)	Nos. of participants	no. of days	total unit	Unit Cost	Total
1	Banner	No	3		1	3		
2	Vanue with sound system and electricity back up facilities (Generator)	Days	3		5	15		
3	Refreshment (2 Times)	Persons	3	50	5	750		
4	Food (Lunch)	Persons	3	25	5	375		
5	DSA (including Accomodation)	Persons	3	20	5	300		
6	Travel	Up down	3	20	1	60		
7	Materials (including Bag)	Persons	3	25	1	75		
9	Resource Person (Guest Speakers) A Category for 4 Hours	Hours	3	4	5	60		
10	Misellaneous (Support service, flower, Mask, Sanitizer, Tissues etc)	LS	3		1	3		
Total =								

*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. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

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

12.3 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.

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

12.4.1 Name UNDP as additional insured;

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

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

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

17.1 The Recipient shall:

17.1.1 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*,

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

17.2 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 17, the Recipient may disclose Information to:

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

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes

in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, 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. 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”) and Article 34 (“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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Terms of Reference (TOR) for hiring technical firms to develop ICT based digital training module and learning contents on Life Skills Counselling for students and adolescents of the Chittagong Hill Tracts (CHT)

G. Project Title:

To develop ICT based digital training module and learning contents on "Life Skills Counselling" for students and adolescents of the Chittagong Hill Tracts (CHT).

H. Description of the Assignment

The Term of Reference (ToR) has been designed to engage a technical firm to develop ICT based effective digital training module with quality learning contents on the "Life Skills Counselling" for students and adolescents of the Chittagong Hill Tracts. In addition, the firm is expected to provide Training of Trainers (ToT) on the developed module of "Life Skills Counselling" for students and adolescents of the Chittagong Hill Tracts for the selective teachers of various schools of the CHT. UNDP Bangladesh pool of technical firms or other qualified organizations which have been vetted for their track record in implementing projects on developing and designing with maintenance of system tools for online and offline based educational learning content, financial transparency, strength of human resource, innovative, sensitive to the tribal/indigenous culture of the CHT, influencing capacity and strong networking ability with government and other development sectors, are therefore sought to apply.

I. Project Description:

The Ministry of Chittagong Hill Tracts Affairs (MOCHTA), in collaboration with UNDP and other Development Partners has implemented several projects aiming to protecting the diversity of the Chittagong Hill Tracts (CHT) and its distinct characteristics by supporting the increased implementation of Peace Accord objectives, building capacity of devolved Regional and Hill District Councils to deliver the subjects transferred from national level and supporting confidence building and social capital strengthening in communities.

Even after one and half decade of signing the CHT Peace Accord 1997, in the Seventh Five Year Plan (FY 2016-20), it has been stated that "CHT is one of the most disadvantaged and vulnerable regions in the country in terms of almost all major development indicators, such as income, employment, poverty, health, water, sanitation, education, women employment, access to infrastructure and national building institutions, inter-community confidence, etc." (The Seventh five-year plan FY2016-FY2020. Accelerating growth, empowering citizens, pg. 637-638. Government of Bangladesh. 2015). In virtually all social and economic indicators the region is disadvantaged with limited access to education, an absence of clear linkages between the capabilities and needs of communities and state institutions as well as a lack of understanding of key challenges (7th FYP page 680).

Indicative Output(s):

UNDP in collaboration with MoCHTA is implementing Strengthening Inclusive Development in the Chittagong Hill Tracts (SID-CHT) to keep up the momentum of development process of the CHT. It aims at strengthening community land, resource and livelihood management; increase participation and influence to shape decision-making; and strengthen democratic governance with responsive institutions and effective services. The expected outcome and outputs are:

Outcome: Citizen expectations for voice, development and accountability are met by strengthened institutions to progressively deliver universal access to basic services.

Output 1: Strengthened community land, resource and livelihood management.

Output 2: Increased participation and influence to shape decision-making.

Output 3: Democratic governance strengthened with responsive institutions and effective services.

As integrated and integral endeavor of inclusive development of the CHT, UNDP with support from Global Affairs Canada is implementing the project entitled, ***“Strengthening Women’s and Girls’ Empowerment through Education and Skill in the Chittagong Hill Tracts”*** commendable for having impact on empowerment of women and girls in the region. Social development indicators in CHT are consistently below the national average. While Bangladesh has made steady gains in social development in recent years, the results are not evenly distributed. All three districts of CHT fall in the 20 underperforming and deprived districts identified for United Nations Development Assistance Framework (UNDAF 2012-2016) in Bangladesh. Even among these 20 districts, the CHT districts are at the bottom for most of the indicators. Lack of adequate infrastructure and human resource for health care, education and other services has been identified as one of the major bottlenecks affecting effective coverage of basic services. Some of the Millennium Development Goals (MDGs), such as hunger and poverty reduction – while they may have been achieved for the region as a whole – have not reached equally to the whole community of CHT.

The political unrest and instability in the region left most of its population especially local women stranded in poverty and in dire need of development opportunities. In case of actual control over productive resources CHT women always remain marginalized in terms of their socio-economic status and face multiple forms of discriminations. The rate of literacy is far lower among the ethnic minorities than that of the national average. More than half of all household members surveyed in CHT (55.2 percent) have no formal schooling, and for those who start schooling, fewer than 8 percent complete primary education while 2 percent complete secondary education, according to socioeconomic baseline study of CHTDF conducted by HDRC. According to the Factsheet Bangladesh published by Kapaeeng Foundation, Indigenous children, particularly girls, continue to face one of the highest dropout rates at primary level and the situation is even more dismal at high school and tertiary levels. The girls in CHT has lower access to education as compared to the rest of the country due to facing multiple level of barriers. Communication is a matter of concern for high dropout as the children from ethnic minorities cannot communicate with teachers or understand lessons delivered in Bangla. Extreme poverty is one of the most crucial factors as indigenous women and girls are one of the most disadvantaged and socio-economically vulnerable sections and they face multiple discrimination due to their status as a religious minority, indigenous identity, and gender.

Despite the commitment of the Government of Bangladesh to the World Declaration of Education for All (1990) and the Dakar Declaration (2000) to achieve universal enrolment in primary education by 2015, the national primary net enrolment rate is estimated at 80 percent and the quality of primary education is unsatisfactory. To begin to address this situation the Government has launched the ambitious and comprehensive national Primary Education Development Programme (PEDP) 4. In rest of the Bangladesh where girls drop-out rate in secondary schools are high due to social barriers, for CHT education is almost out-of-reach due to remote access to schools and escalated violence in the hill tracts (The Daily Star, April 4, 2019). Nevertheless, due to the special status of the CHT in terms of topography, diversity and recurring socio-political conflict, the level of both primary and secondary education in terms of quality and access has been far below the national average. National PEDP 4 and Secondary Education Programmes will have some impact on the CHT and bring some improvement, but unless the programmes adapt their interventions to the realities of the CHT and its peoples, the region will still remain behind in terms of quality of and access to education especially for the girls, ethnic girls and women in conflict-affected situations.

The CHARLEVOIX DECLARATION states that inclusive, equitable quality education is fundamental to achieving the empowerment and economic equality of girls and women, especially in developing contexts and countries struggling with conflict. Guided by this the proposed project will support dismantling the major barriers to education for girls and women, aim to improve quality of education and contribute to enhanced social advancement and economic opportunities for them through the following objectives:

- Improved equitable access to safe and inclusive education, with better retention of girls and adolescent girls, particularly those from ethnic minorities and with disabilities

- Improved quality of gender-responsive teaching in schools for girls, adolescent girls and women
- Increased employability and business opportunities for adolescent girls and women, particularly those from ethnic minorities and with disabilities

In relation to this statement, UNDP is planning to develop ICT based digital training module (with use of cartoon, animation, short video, graphic contents etc.) and learning contents on "Life Skills Counselling" (i.e. soft skills, career skills, reproductive health, mental health and so on) for students and adolescents in Chittagong Hill Tracts (CHT) in taking consideration of cultural and ethnic diversity, sensitivity, language barriers and socio-political situation. The training module and all these contents will be used in conducting different training and raising awareness and sensitizing learners for better life in online space/platform. The firm is mainly responsible to develop digital contents, system tools, digital training modules and services designed and customized specifically for CHT teachers and students.

The Target beneficiaries of the assignment are teachers, students and adolescent in 3 Hill Districts (Rangamati, Khagrachari and Bandarban) of Chittagong Hill Tracts. Special attention to be given on incorporating a gender lens throughout the content and service process. Socially, **life skills training** promotes development of a social setting that is with lesser antisocial behaviors, crime, and delinquency. Economically, focusing on prevention than cure, the **life skills** orientation approach is a cost-effective strategy of supporting the development of adolescent for future.

J. Scope of Work:

The scope of work for prospective firm is to develop a user-friendly digital training module and contents on "Life Skills Counselling/Training" that would be used by teachers for the students, learners and adolescents in CHT schools. as follows:

- Develop digital contents (i.e. cartoon animation/ video contents) on the following topics:
 - Sexual behavior and HIV/AIDS
 - Reproductive Health
 - Career Counselling,
 - Substance Abuse, Violence, Crime and Antisocial Behaviors,
 - Mental and emotional problems/ Resilience and coping with emotions and coping with stress
 - Decision-making and problem-solving
 - Creative thinking (lateral thinking) and critical thinking
 - Communication and Interpersonal skills and
 - self-awareness and empathy etc.
- Develop a digital training module with appropriate contents following all necessary & appropriate methodologies, tools and techniques for SID-CHT, UNDP (Preferably in Bangla);
- Organize One (1) training module & content development workshop (Day Long) on "Life Skills Counselling/Training" with multiple stakeholder at district level with relevant local administrations, women teachers, women rights workers & experts, gender specialists and girls' representatives (at least 25 participants and participants will come from 3 districts);
- Organize and facilitate 3 batches of intensive ToT on the approved Module of "Life Skills Counselling/Training" for resource groups for future delivery of the training for relevant participants at district level (at least 20 persons per batch and 5 days long, 1 ToT per district);
- Provide a brief assignment completion report with necessary recommendations (in English);
- Any other activities/initiatives as agreed by both parties on achieving the goal of the assignment.

K. Eligibility Criteria

Requirement
<ul style="list-style-type: none"> • The Firm must have minimum 5 years of experience in digital training module and content development (i.e. cartoon animation/ short video contents etc.) and conducting training especially related to life skills, education, learning management system or similar service • In depth knowledge of cultural, social, political and gender perspectives of the Chittagong Hill Tracts is preferable; • 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) • Last 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 firm must have sound expertise and experiences on quality training facilitation and developing cartoon animation.

L. Expected Outputs:

Under this assignment, the firm/organization will deploy necessary staffs (**indicated in section H**) to implement the activities within stipulated time. The activities are:

The consulting firm is expected to conduct the following activities:

- Detailed work plan with implementation guideline in consultation with SID-CHT, UNDP;
- Conduct necessary meetings and consultation workshops with all respective stakeholders at district level;
- Produce a user-friendly digital training module with appropriate contents following all necessary & appropriate methodologies, tools and techniques for targeted multi-stakeholders in CHT especially young learners.
- Understand the user profile in CHT context
- Develop inception report with detail work plan with timeframe and responsibility matrix for the service and will share with the SID-CHT, UNDP and get approval.
- Develop digital training module with necessary contents on life-skill development for online and offline training,
- Closely work with the SID-CHT and A2I team to incorporate necessary feedbacks.
- Incorporate a gender lens throughout the service process;
- One (1) training module & content development workshop on “Life Skills Counselling/Training” with multiple stakeholder at district level with relevant local administrations, women teachers, women rights workers & experts, gender specialists and girls’ representatives (at least **25 participants**);
- 3 batches of intensive ToT on the approved Module for resource groups for future delivery of the training for relevant participants organized and facilitated (5 days long and **20 participants** in each batch);
- Final completion report with necessary attachments i.e. major findings, lessons learned and recommendations for future interventions, photographs, evaluation sheets, etc.. Submit development software source code (if necessary), license (if necessary), raw files of contents, all developed contents etc.

M. Institutional Arrangement

The contracted firm/organization will work under overall guidance National Project Manager, SID-CHT, UNDP and will get technical supervision by Chief, Gender & Community Cohesion of SID-CHT, UNDP.

All costs related to this assignment including logistics, office arrangements, accommodation etc. shall be borne by the contractor. UNDP shall pay the lumpsum amount quoted in the financial Proposal and shall be paid as achievement of milestones as the TOR. Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the UNDP/project team along with a plan to remedy the delay.

The cost for organizing 1 module and content development workshop and 3 ToTs in 3 districts will be borne by the bidding firm. The vendor/ organization need to be facilitate the entire workshop and ToT.

The contractor is expected to work largely from their own office and attend meetings at UNDP/Project Office as required. Day to day liaison and coordination, reporting will be maintained directly through the assigned focal person of SID-CHT project in the district and the firm will maintain close coordination with other implementing partners and field teams. The firm will organize regular coordination meetings where SID-CHT, representatives may participate. The firm will complete all activities and submit final report at least 10 days before the last date of Contract.

N. Duration of the work:

The duration of the assignment will be **six months from the signing of the Contract (Tentatively between February and up to July 2021)**

O. Final Deliverables / Services from the Firm/Organisation

The firm is expected to comply with the approved Project Document and the different compliance tools given as part of the Project Document. Based on the “scope of work” outlined above, the firm will deliver the following deliverables:

Deliverables	Time lime
<ol style="list-style-type: none"> Inception report: Describing the firms understanding of the ToR, detailing the action approach strategy, work plan, list of possible stakeholders to be consulted, methodology. Action plan: Complimentary to the work plan embedded within the inception report, the action plan will breakdown in detail and a comprehensive schedule of activities to be undertaken and deliverables. 	Within 1 week of signing the Contract
<ol style="list-style-type: none"> Organize and facilitate 1 consultative workshop for training module and content development in Rangamati district with relevant stakeholders (at least 25 expert participants) for proper consultation, sharing ideas and taking opinion. Produce a user-friendly digital training module with appropriate contents following all necessary & appropriate methodologies, tools and techniques for targeted multi-stakeholders in CHT especially young learners. Submit the DRAFT digital training module with all necessary contents including carton animation/ short training video to SID-CHT for feedback and observations. Organize and facilitate 3 (Three) intensive ToT training with at least 20 participants in each batch in 3 districts (Rangamati, Bandarban and Khagrachari) 	Within 4 months from signing of Contract

<p>7. FINAL version of user-friendly digital training module with all necessary appropriate contents including cartoon animation/ short training on life skill counselling.</p> <p>8. Final assignment completion report with necessary supporting documents i.e. participant attendance lists, photographs, events reports (1 workshop and 3 ToT training) major findings, lessons learned and recommendations, software source code (if necessary), license (if necessary) etc.</p> <p>During this implementation period, UNDP will supervise, support and monitor the technical firm to carry out their assignment.</p>	At least 10 days before the last date of Contract.
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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, etc. for all activities mentioned under outputs and deliverables. **1 content module & development workshop and 3 ToT trainings cost will be borne by bidding firm.**

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.

Payment schedule	Deliverables	Timeline of deliverables
1 st Installment: 20% of the total contract value	Upon Achieving deliverables 1 and 2.	<u>Feb 2021</u>
2 nd Installment: 40 % of the total contract value	Upon Achieving deliverables 3, 4, 5 and 6.	<u>June 2021</u>
3 rd and final payment: 40% of the total contract value	Upon Achieving deliverables 7 and 8	<u>July 2021</u>

Q. Qualifications of the Successful Contractor:

As per RFP Documents

J3. Technical Proposal Design – NO MORE THAN 15 Pages.

Technical Proposals not submitted in this format may be rejected. The financial Proposal should be included in separate envelope/format.

INSERT TITLE OF THE SERVICES Name of Proposing Organization / Firm: Country of Registration: Name of Contact Person for this Proposal: Address: Phone / Fax: Email:		
SECTION 1: EXPERTISE OF FIRM/ ORGANISATION <i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i> Brief Description of Proposer as an Entity: <i>Provide a brief description of the organization / firm submitting the Proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</i>		

Track Record and Experiences:

Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of Activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required:

Please provide a detailed description of the strategy for how the organization/ firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms:

The implementation strategy shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines:

The Proposer shall submit a Gantt Chart indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Sub-contracting:

Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures:

Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate the risks.

2.6. Anti-Corruption Strategy:

Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.7. Partnerships:

Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Other:

Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL**3.1 Management Structure:**

Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation:

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the

Contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the Chief, Gender & Community Cohesion of SID-CHT, UNDP, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)

3.3 Qualifications of Key Personnel:

Provide the CVs for key personnel (Team leader, Content Development Expert, video animation expert etc.) that will be provided to support the implementation of this assignment. CVs should demonstrate qualifications in areas relevant to the Scope of Services and include signed declaration.

Expected qualification of team:

Minimum Eligibility and qualifications of Key personnel

Team leader:

- Team Leader must have at least a Master's in social science, gender studies or development studies or in the relevant field.
- Minimum ten (10) years' experience in development field including training facilitation, content development, module designing, education materials development for youth, etc.
- He/she must have sound knowledge on GBV, life skills, career counselling, etc.
- Sound knowledge on cultural, social, political and gender perspectives of CHT region is preferable.
- Fluency in English is mandatory, interpersonal and communication skills, particularly writing skills, facilitation skills. Having expertise with CHT local languages is an asset.

Content Development Expert:

- At least a Master's in social science, gender studies or development studies or in the relevant field with expertise on training content development, facilitation, Communication or in the relevant field.
- Minimum five (5) years' experience in development of digital module development, training facilitation, etc.
- He/she must have sound knowledge on GBV, life skills, career counselling, BCC etc.
- Sound knowledge on cultural, social, political and gender perspectives of CHT region is preferable.

Cartoon/ Animation video Expert:

- Master's in computer science and engineering, Graphic design, IT, Statistics or Data Science, Networking and Communication or in the relevant field.
- Minimum five (5) years' experience in development of digital content development, video animation, communication for development etc.
- Proven experience to develop and maintenance of cartoon animation, training content development, short video production for training;

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.

K.4. Financial Proposal in a separate sealed envelope (including fee, travel cost, DSA, and other relevant expenses)

- (i) The financial Proposal shall specify a total delivery amount (in BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems and overhead charges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial Proposal will include a breakdown of this amount, disclosing the key assumption employed in costing the working. This must at least specify: the daily rates and number of anticipated working days (for each professional team member), any travel costs and overhead charges. Payments will be based upon output, i.e. upon delivery of the services specified in the ToR.

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

R. 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/organization. Any firms/institutions getting at least 70% of the maximum achievable points in the technical Proposal, will be considered responsive for financial appraisal, and ultimately therefore, for contracting. The financial Proposal will be evaluated based on lowest price.

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

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

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