**5th August 2021**

**CONSULTANCY TENDER**

**Our reference: 41/NRC-NOT/NG/2021**

**STUDY ON EXISTING COMMUNITY-BASED DISPUTE RESOLUTION STRUCTURES IN PLATEAU STATE- NIGERIA**

The Norwegian Refugee Council (NRC) is an independent, humanitarian, international Non-Governmental Organization that works to protect the rights of the displaced and vulnerable people during crisis. NRC provides assistance in the areas of Water Sanitation and Hygiene (WASH), Education, Food Security and Livelihoods, Shelter, Information Counseling and Legal Assistance (ICLA) and Camp Management. NRC has been providing humanitarian assistance to the displaced population of North-East Nigeria since 2015.

NRC invites submissions from interested and qualified individuals to participate in the tender for the provision of consultancy service.

Any request for clarification must be received by NRC in writing at least 4 working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least 2 working days before the deadline for submission of documentation.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your submission on or before 20th August 2021 at 5:00pm through the email address: [**ng.tenders@nrc.no**](mailto:ng.tenders@nrc.no)**.**

The bid application should be titled: “41/NRC-NOT/NG/2021- Study of Existing CBDR Structures in Plateau State- NIGERIA” in the e-mail subject.

Yours sincerely,

NRC Nigeria Procurement

This ITB document contains the following:

* This cover Letter
* Section 2: Bid Data sheet
* Section 3: NRC Invitation to bid general terms & condition
* Section 4: Terms of Reference of the Consultancy
* Section 5: Bidding form
* Section 6: Service Provision Schedule
* Section 7: Company Profile and Previous Experience
* Section 8: Service Description & Pricing Proposal
* Section 9: Suppliers Ethical Standards Declaration

**SECTION 2**

**Bid Data Sheet**

**BACKGROUND DATA**

|  |  |
| --- | --- |
| **Consultancy Name: Study on the Existing CBDR Structures in Plateau State- Nigeria** | **EMAIL Address:** [**ng.tenders@nrc.no**](mailto:ng.tenders@nrc.no) |

This bid is issued by Norwegian Refugee Council NRC office in Nigeria. Any correspondence in regards to technical clarifications should be addressed to [Jennifer.ismail@nrc.no](mailto:Jennifer.ismail@nrc.no), [charles.awici@nrc.no](mailto:charles.awici@nrc.no) and copy [ng.procurement@nrc.no](mailto:ng.procurement@nrc.no)**.**

1. **SCOPE OF SERVICE**

The Contracts eligible for bidding are:

|  |  |  |
| --- | --- | --- |
| **Contract No.** | **Country** | **Service Description** |
|  |  |  |
| **41/NRC-NOT/NG/2021** | Nigeria | Study on the Existing Community-Based Dispute Resolution Structures in Plateau State- Nigeria |

Please refer to the service specifications in section 4

1. **SCHEDULE & DEADLINE FOR SUBMISSION**

The deadline for submission of bids is 17.00hrs on 20 August 2021. Late bids will not be accepted.

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| Invitation to Bid release | 5th August 2021 | 6:00pm |
| Deadline for request for any clarifications from NRC | 16th August 2021 | 5:00pm |
| Last date on which clarifications are issued by NRC | 18th August 2021 | 5:00pm |
| Deadline for submission of tenders (receiving date, not sending date) | 20th August 2021 | 5:00pm |
| Tender opening session by NRC | TBC |  |
| Notification of award to the successful tenderer | TBC |  |
| Signature of the contract | TBC |  |

\* All times are in the local time of Nigeria

Please note all dates are provisional dates and NRC reserves the right to modify this schedule.

1. **MANNER OF SUBMISSION:**

**Please submit your bids in accordance with the requirements. Complete bid documents shall be sent by email to** [**ng.tenders@nrc.no**](mailto:ng.tenders@nrc.no) **not later than 5:00pm on 20 August 2021. Only submission made via this email address will be acceptable and eligible for review.**

**ASSESSMENT CRITERIA**

Award of the contract(s) will be based on the following:

**Step 1: Administrative compliance check**

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Sections 5-8 completed, signed and stamped
2. Bidder has included a copy of their valid business licence

**Step 2: Technical Evaluation**

A Technical Evaluation of all bids received will be conducted to shortlisted bidders. Criteria that will be used to evaluate and score the bids are outlined in Section 3, Clause 25

**Step 3: Financial Evaluation**

Price in comparison to NRC established expectation and in comparison to other bidders of comparable technical quality

**SECTION 3**

**NRC Invitation to bid - General Terms & Conditions**

1. **SCOPE OF BID**
   1. The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
   2. The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed. Failure to do so with result in breach of contract.
2. **CORRUPT PRACTICES**
   1. **Norwegian Refugee Council** requires Employees, Parties engaged in NRC Activities, including consultants and associated staff, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian refugee Council defines, for the purposes of this provision, the terms set forth below as follows:
   2. “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
   3. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
   4. In any case where fraud or corruption is identified, NRC will:

* reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
* remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
* liaise with District or Government Officials to report if fraudulent or corrupt practices are identified
* terminate the consultancy activity, without due payment to be made by Norwegian Refugee Council.
  1. Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the Country Director in Nigeria – Eric Batonon.(eric.batonon@nrc.no)

1. **ELIGIBLE BIDDERS**
   1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Services:
2. the bidder, at the time of bid, is not:
   * 1. insolvent;
     2. in receivership;
     3. bankrupt; or
     4. being wound up
3. the bidder’s business activities have not been suspended;
4. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
5. The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process
   1. A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.
   2. NRC reserves the right to refuse a bid at any time if the bidder or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral human resources practices, including but not limited to: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
6. **JOINT VENTURES, CONSORTIA AND ASSOCIATIONS**

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

1. **ONE BID PER BIDDER PER WORK**

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder’s participation to be rejected.

1. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1. **INSPECTION**

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organization or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

1. **OBTAINING AND COMPLETING BIDDING DOCUMENTS** 
   1. Bidders who did not obtain the Bidding Document directly from the Norwegian Refugee Council will be rejected during evaluation. Where a Bidding Document is obtained from the Norwegian Refugee Council on a Bidder’s behalf, the Bidder’s name must be registered with the Norwegian Refugee Council at the time of issue.
   2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
2. **CLARIFICATION OF BIDDING DOCUMENT**

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing as mentioned above, through the given email address: [Jennifer.ismail@nrc.no](mailto:Jennifer.ismail@nrc.no), [charles.awici@nrc.no](mailto:charles.awici@nrc.no) and [ng.procurement@nrc.no](mailto:ng.procurement@nrc.no). The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

1. **AMENDMENT OF BIDDING DOCUMENT** 
   1. At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
   2. To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.
2. **LANGUAGE OF BID**
   1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
   2. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. All translations should be certified by the translator, with name and contact details.
3. **DOCUMENTS COMPRISING THE BID**
   1. The bid submitted by the Bidder shall comprise the following:

* Signed and stamped Consultancy’s Biding form in Section 5
* Any other information and documents requested in Section 4.
* Timetable provision Schedule (as in Section 6)
* Consultancy Profile and Previous experience, including Curriculum Vital of personnel to be included (as in Section 7)
* Service Description, Scope of Method to carry out the survey and Pricing Proposal (as in Section 8)
* Signed and stamped Supplier Ethical Standards Declaration in Section 9
  1. All forms must be completed without any alterations to the format, and no substitutes shall be accepted.
  2. **Proof of registration (business registration documents and/or VAT or company tax registration. If the consultant is a sole-trade (self-employed) a confirmation of the status from a certified accountant or the tax authorities is mandatory. For any self-employed person based in European country, a sole-trade certificate/registration document is required. If the sole trade consultant is from the US, a certificate from his/her registered account is sufficient.**
  3. All blank spaces shall be filled in with the information requested.

1. **BID PRICE FOR CONSULTANCY CONTRACT**
   1. Submitted prices are for complete contracts. Contracts cannot be subdivided into pieces. Where a bid is submitted, all relevant services must be offered, with no request for advance payment.
   2. One financial offer (Excel) detailing the budget in **NGN** or **USD** only
   3. Services for which no rate or price is entered by the Bidder will be considered as not quoted.
   4. Unless otherwise specified in Section 2 - the Bid Data Sheet, all duties, taxes and other levies payable by the bidder under the contract, shall be included in the total bid price submitted by the bidder.
   5. **For bidder subject to VAT, VAT should be mentioned in the offers**
   6. For Bidder subject to social benefits to respective authorities, such as and not limited to social insurance, travel insurance, vacation payments, these should not be mentioned, these are the absolute responsibility of the bidder.
   7. The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
2. If any rates are considered to be unrealistic or unreasonable they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
3. If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
4. **Bidders are reminded that it is entirely their responsibility to ensure the accuracy of their bids. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.**
5. **CURRENCIES OF BID AND PAYMENT**

All prices shall be quoted by the Bidder in either Nigeria Naira (NGN) or US Dollars (USD), unless otherwise stated. **For consultant based in Nigeria, payment will be made in Nigeria Naira while consultant who are not based in Nigeria will be paid in US Dollars (USD).**

1. **BID VALIDITY**
   1. Bids shall remain valid for a period of 90 calendar days after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.
   2. In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.
2. **ALTERNATIVE BIDS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic scope of method. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

1. **FORMAT AND SIGNING OF BID**

The Bidder shall prepare one set of bid documents per contract that he wishes to bid for. The bidder should hold a copy of the documents for reference purposes.

1. **EMAIL SUBMISSION FORMAT**
   1. The Bidder shall enclose the bid for the activity. the email subject of the email should clearly indicate – “**41/NRC-NOT/NG/2021- Study on the Existing CBDR Structures in Plateau State- Nigeria**”
   2. If information or title is not correct the Norwegian Refugee Council will reject the bid.
   3. **All information for presentation should be one email, subsequent emails, even before submission date will not be accepted and will be automatically rejected.**
2. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Norwegian Refugee Council at the email given and no later than the date and time indicated in Section 2 - the Bid Data Sheet and associated information. **Submission of information by other means will not be accepted.**

1. **LATE BIDS**

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

1. **WITHDRAWAL OF BIDS**
   1. A Bidder may withdraw its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice.
2. **CONFIDENTIALITY**
   1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process.
   2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
   3. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do through the given email account NG.Procurement@nrc.no
3. **CLARIFICATION OF BIDS**

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council’s request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

1. **BIDS VALIDATION**
   1. The Norwegian Refugee Council’s determination of a Bid’s validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
   2. A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
2. the scope, quality, or performance of the services specified in the Contract; or
3. limits in any substantial way, the Norwegian Refugee Council’s rights or the Bidder’s obligations under the Contract
4. **EVALUATION OF BID**
   1. The Norwegian Refugee Council shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria: professional competencies, expertise and qualification for the tasks described above (50%), Previous experience (30%), Technical quality of submitted work samples (10%), Financial offer (10%).
   2. Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions will require NRC to verify the identity of the bidder prior to financial transactions. NRC reserves the right to use online screening tools to check the bidder’s record with regards to their possible involvement in illegal or unethical practices. This is without exception. All records will be kept strictly confidential.
   3. The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted
5. **AWARD PROCEDURE**
   1. The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
   2. Any bidder who has not been awarded a contract, will be notified in writing
   3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
   4. The Award Letter will state the sum that the Norwegian Refugee Council will pay the Consultancy Company in consideration of the Services as prescribed in the Contract, and in accordance with the Bid.
   5. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.
6. **SIGNING OF CONTRACT**
   1. Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
   2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.
   3. The signing of the contract does not mean the start of the stated activity, but an agreement that an activity has to be undertaken.

**SECTION 4**

**SERVICE PROVISION: Technical Description of the Bid**

**TERMS OF REFERENCE**

**Position:** Research Consultant

**Duration of the consultancy:** 9 weeks

**Start date:** 1st September 2021

**End date:** 3rd November 2021

**Main locations:** Riyom, Bassa, Wase, Mangu, Shandam and Bokkos – Jos, Nigeria

**Programme Area:** Research

**Reports to**: Head of Programmes and Area Manager, Jos

**Technical Line:** Information, Counselling and Legal Assistance (ICLA) Specialist, and Monitoring and Evaluation Manager

**Duty station:** Jos, Plateau State

**Travel:** 70%

**1, PURPOSE OF THE CONSULTANCY**

The Nigeria Country Office of NRC is seeking an individual Consultantto conduct research and prepare a practice-focused analysis and report on current practices of Community-Based Dispute Resolution (CBDR) structures/mechanisms and their capacity to settle disputes/issues over Housing, Land and Property (HLP) rights in the selected Local Government Areas (LGAs) in Plateau State, Northcentral Nigeria.

Specifically, the study aims to:

1. Map local statutory, traditional and religious CBDR structures and actors, and their organizational capacity and experience, the kind of services they provide, their geographical coverage, and sectoral focus, and whether these mechanisms/structures are seen as legitimate and accessible to target communities, including women and vulnerable individuals and groups;
2. Develop a typology of HLP disputes and resolution mechanisms including case studies to help improve the evidence base to inform future work on CBDR;
3. Present recommendations on strategies to enhance capacities of customary and local government actors in the resolution of HLP disputes, and in peacebuilding; and
4. Develop policy briefs on CBDR. In consultation with NRC, draft at least three policy briefs covering topics such as: CBDR and the peace process; land and the peace process; and CBDR and women’s participation.
5. **BACKGROUND AND CONTEXT**

Over the past decade, the conflict that is characterised by armed clashes between herdsmen and farmers, and bandits and local communities has taken its toll of Northcentral and Northwest Zones of Nigeria. As a result, lives and property have been lost, people kidnapped, and some others displaced. According to Krause, the conflict in the Plateau State revolves around “the political crisis over ‘indigene’ rights and political representation in Jos, capital of Plateau State.” [[1]](#footnote-2) Moreover, the conflict typically finds expressions through claims over unequal “allocation of resources, electoral competition, fears of religious domination, and contested land rights.”[[2]](#footnote-3) Some analyst have argued that the potential for widespread violence will always exist due to the presence of armed groups and proliferation of weapons into Jos, and unresolved underlying issues to the conflict. The tension continually triggers protracted communal conflicts that affect most parts of the State, including: Riyom, Bassa, Wase, Mangu, Shandam and Bokkos. At the heart of the conflict is history, social identity, economy and politics that have become inseparably intertwined

Conflicts over land has become an important part of the crisis since 2001, with the farmers and herders living in tension that often goes violent. Nomadic Fulani herders are accused of damaging crops, while farmers are accused of taking over grazing reserves and traditional cattle routes. In recent incidents, Fulanis have attacked farmers in their land and forcibly grazed their animals and in return, the local community attack Fulani settlement and rustle cattle. The situation was further made more complex with attacks which were linked to Armed Opposition Group (AOG) Boko Haram which occurred in Jos City.

Meanwhile, religious tension continues to pose perceptions of existential threat to people’s identity and has become entrenched in many people’s daily lives. Accordingly, the general public is generally suspicious of inter-religious dialogue, making it difficult to rebuild trust among communities[[3]](#footnote-4). Therefore, mid-level religious leaders are perceived to be under pressure to protect their communities and to promote social cohesion in an ethically sensitive environment.

Community structures for dispute resolution exist. These include traditional and religious structures, formal courts of law, and peace committees. While in some of the locations, the established cultural body with the mandate to foster peace among the entire ethnic groups through the instrumentality of amicable dispute resolutions and dialogue faces some resistance as the indigenes do not consider such bodies as legitimate. The various peace committees have been set in time past to address inter-communal disputes especially relating to conflictual relationship between the farmer and herder groups.

The proposed project contributes to efforts to de-escalation the conflict and to promote peacebuilding among communities. Therefore, the study seeks to understand the current practices of CBDR structures/mechanisms and their capacity to settle disputes/issues over HLP rights in the selected LGAs in Plateau State,

1. **SCOPE OF THE CONSULTANCY**

The study is expected to enable the NRC Nigeria programme to implement relevant, effective and sustainable programming to address HLP disputes. Recommendations generated by the study will inform how the ICLA programme can advance the HLP rights of conflict-affected population and contribute to peacebuilding and social cohesion in affected communities through its community-based dispute resolution activities.

The scope of the proposed consultancy includes the following tasks:

* Review relevant literature regarding HLP and dispute resolution structures in northcentral Nigeria;
* Administer research tools with displacement-affected and host communities, and other key stakeholders to understand the existing CDR structures and current HLP situation;
* Produce a detailed report on the status of CDR structures and their role in promoting access to HLP rights in Plateau state;
* Present recommendations on strategies to enhance capacities of customary and local government actors in the resolution of HLP disputes, and in peacebuilding;
* Draft policy briefs on CBDR on among others: CBDR and the peace process; land and the peace process; and CBDR and women’s participation; and
* Prepare and deliver a presentation on the study findings.

1. **RECOMMENDED METHODOLOGY AND TASKS**

* The consultancy will propose an appropriate methodology based on the study deliverables. Ideally, the methodology will include the following core elements:
  + A desk review of relevant reports, key project documents;
  + Develop and test proposed research tools;
  + Field data collection;
  + Data analysis and reporting; and
  + Workshop with relevant staff in NRC Nigeria to present findings and identify possible programme interventions.

Tasks to be supported by NRC:

* Provision of secondary information/reference documents as well as contacts of partners and resource persons; and
* Data collection in the field.

1. **DELIVERABLES, PHASES AND TIMELINE**

The deliverables expected in the undertaking of this study include, but are not limited to, the following:

* Inception report detailing objectives and key research questions, methodology, data collection methods, sampling considerations, timeline and logistics, etc.;
* Draft report and cleaned database;
* A detailed final report with key findings, conclusion and recommendations. The final report should be in English and should not exceed 60 pages. It should include an executive summary, description of the methodology, findings and recommendations. Technical details of the main report should be confined to appendices, which should also include a list of key informants and the consultant’s work schedule. Background information should only be included when it is directly relevant to the report’s analysis and conclusions. Recommendations should also include details as to how they might be implemented;
* Policy briefs which includes the following topics: CBDR and the peace process; land and the peace process; and CBDR and women’s participation; and
* Dissemination workshop with NRC staff and other key stakeholders on major findings and recommendations of the study findings.

It is anticipated that the research will be conducted over a total period of 2 months, with the phases specified as follows:

|  |  |
| --- | --- |
| **Phase** | **Duration** |
| Desk review, development and pre-test of research tools and training on data collection. (Submission on inception report at the end of this phase) | 3 weeks |
| Field data collection | 2 weeks |
| Analysis and production of a draft report | 2 weeks |
| Submission of final report | 1 week |
| Dissemination phase | 2 days |

1. **CONSULTANCY TEAM COMPOSITION**

The Research Lead should have the following qualifications:

* An advanced degree in Law, Political Science or related social sciences, or a combination of a Bachelor degree in any of the specified fields of study plus extensive professional research experience, with focus on HLP, access to justice and collaborative dispute resolution mechanisms.
* Sound knowledge of CDR and HLP including women’s rights in conflict or post-conflict communities, including forced displacement, humanitarian assistance and development.
* Experience with quantitative and qualitative data collection in field settings.
* Experience carrying out analysis of complex analysis of qualitative and quantitative data.
* Previous experience in north central Nigeria or similar context is preferred.
* Knowledge of participatory survey approaches, gender responsive tools, and CAPI survey tools.

This consultancy is open to both national and international consultants. There is a preference for a combination, where international expertise is combined with national/local knowledge. NRC and local partners on the ground can be engaged for data-collection and logistical support.

1. **ASSESSMENT AREA, DUTY STATION SAFETY AND SECURITY**

It is understood that a physical presence of the consultancy in the project area will result in the highest quality deliverable. Hence, while recognizing the access limitation and current COVID-19 circumstances, the consultancy is expected to be ready and available to travel (when feasible). The NRC Office in Abuja and Jos will be able to provide logistic support for movement within Nigeria, including the booking of commercial flights, vehicle hire and accommodation, the cost associated within country travel only will be covered by NRC, however the consultancy has to be able to get local access autonomously.

Due to COVID-19 restrictions the most probable scenario will be the consultant working home based with a close coordination with the ICLA team for the data collection phase.

Safety and security: It should be evident that the rapid socio-economic impact assessment should be conflict sensitive. As conducting an assessment during the COVID 19 crisis may put the consultants, NRC-staff, partner organizations and local communities at risk, safety and security concerns need to be included in all stages of the assessment.

1. **INSTITUTIONAL AND ORGANIZATIONAL ARRANGEMENTS**

Duties of the consultant:

* Reports should be submitted in Microsoft Word format in electronic format, in UK English. All text should be unformatted. Graphs or other graphical devices should be editable (i.e. not pictures). All references must be cited according to convention, and detailed in a bibliography, using the Harvard system as set out in the [UNESCO Style Manual](http://unesdoc.unesco.org/images/0014/001418/141812e.pdf). All verbatim quotations must appear in quotation marks, and must not be of excessive length. All data collected under the consultancy must be submitted with the deliverables, in a widely recognised format such as Microsoft Excel in electronic form.
* Everything submitted to NRC must be the original work of the consultants. Any plagiarism in any form, or any other breach of intellectual property rights, will automatically disqualify the consultant from receiving any further payments under the contract by NRC, and NRC will seek to recover any payments already made.
* The consultant will follow [Ethical Research Involving Children](https://childethics.com/ethical-guidance/) guidance on the ethical participation of children. In addition, all participants in any study or other interaction will be fully informed about the nature and purpose of the interaction and their requested involvement. Informed consent must be obtained for any photographs, audio or video recordings, etc., in accordance with NRC’s policy on consent.
* NRC retains the right to copyrights with regard to products, processes, and other materials which the Individual Consultant has developed for NRC under this contract and which bears a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for NRC.
* Equipment to be used: the consultant will use her personal laptop and other equipment;
* The Consultant is responsible for her own health & accident insurance, except in high risk environments, where insurance will be provided by NRC;
* The Consultant is responsible for her visa/permits for Nigeria with support from NRC.
* International travel and subsistence costs:
* International travels are covered by the specified amount in the budget. The Consultant is responsible for the booking through BCD Travel Operations Oslo. There is no travel allocation or per diem for international or national travels. This is an all-in-fee consultancy
* Local travel and transport
* Transport between the NRC offices within Nigeria is provided by NRC
* Accommodation within Nigeria will be covered by NRC. Where possible, NRC will host the consultant in existing guesthouses. If no room is available, the consultant will be booked into NRC security cleared hotels.
* NRC will provide invitation letter if required by authorities for travels discussed and agreed with the head of Programmes
* The Consultant must observe all NRC security policies and regulations while working with NRC and while in NRC premises or vehicles. The consultant agrees to observe NRC’s Code of Conduct while working with NRC.

1. **APPLICATION PROCEDURE**

All interested candidates are requested to submit their bid along with other required documents listed below to the following email: [ng.tenders@nrc.no](mailto:ng.tenders@nrc.no)

The application should be titled: **“Study on existing CBDR Structures in Plateau State”** in the e-mail subject.

Only shortlisted/successful candidates will be contacted.

The deadline for submission is 20th August 2021

Offers should include:

1. Technical proposal
2. An outline of the research framework and methods, including comments on the TOR, proposed timeframe and work-plan.
3. Proposals should not exceed 5 pages.
4. CVs, references for previous relevant work, and an extract (3-5 pages) from past research projects.
5. Financial proposal (bid) detailing the budget. The financial proposal should provide professional fees and all costs required for undertaking this consultancy.
6. Certificate of Registration / Incorporation (if applicable)
7. Tax Registration Certificate (if applicable)

Applicants will be evaluated against the following criteria: professional competencies, expertise and qualification for the tasks described above (50%), Previous experience (30%), Technical quality of submitted work samples (10%), Financial offer (10%).

Contact: Kindly send your application including the technical and financial Offer, the CV and a portfolio with at least one similar assessment performed (with a reference) by email to: [ng.tenders@nrc.no](mailto:ng.tenders@nrc.no)

Further questions regarding the assignment kindly address to: [jennifer.ismail@nrc.no](mailto:jennifer.ismail@nrc.no), [charles.awici@nrc.no](mailto:charles.awici@nrc.no) and [ng.procurement@nrc.no](mailto:ng.procurement@nrc.no).

**SECTION 5**

**BIDDING FORM**

**Please provide information against each requirement.**

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

1. **Bidder’s general business details**
2. **General information**

|  |  |
| --- | --- |
| **Company name:** |  |
| **Any other trading names of company:** |  |
| **Registered name of company (if different):** |  |
| **Nature of primary business/trade:** |  |
| **Primary contact name:** |  |
| **Job title:** |  |
| **Phone:** |  |
| **Email:** |  |
| **Registered Address:** |  |
| **Business licence number:** |  |
| **Country of registration** |  |
| **Registration date:** |  |
| **Expiry date:** |  |
| **Legal status of company (eg. partnership, private limited company, etc.)** |  |

1. **Owners/Managers**

Please fill in the below table with the full names and the year of birth of the company’s owner(s) and manager(s)\*:

|  |  |
| --- | --- |
| **Full name** | **Year of birth** |
|  |  |
|  |  |
|  |  |
|  |  |

*\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions.*

1. **Employees**

Please list the employees who would be involved with NRC in the event of contract award:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employee name** | **Job title** | **Role on NRC project** | **Phone** | **Email** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Company bank account details:**

|  |  |  |
| --- | --- | --- |
| Beneficiary name: |  |  |
| Beneficiary account no.: |  |  |
| Beneficiary Bank: |  |  |
| Bank branch: |  |  |
| SWIFT: |  |  |
| IBAN: |  |  |
| Bank address: |  |  |

1. **References**

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client/company name** | **Contact person** | **Phone** | **Email** | **Contract details ( location, size, value, etc)** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Equipment**

Please provide details of any relevant equipment owned by the company that would potentially be used for carrying out of the Base Line Survey. (do not mention rented items):

|  |  |
| --- | --- |
| **Type of equipment/ vehicles** | **Quantity** |
| 1 |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| … |  |

1. **Bid Validity**

Please confirm the validity of your bid below (in calendar days):

|  |
| --- |
|  |

1. **Confirmation of Bidder’s compliance**

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The following documents are included in our **Bid**: **(please indicate which documents are included by ticking the boxes below).**

|  |  |
| --- | --- |
| **Documents** | **included** |
| Section 4: Service Description & Pricing Proposal; completed, signed and stamped | ☐ |
| Section 5: Bidding form; completed, signed and stamped | ☐ |
| Section 6: Service Provision Schedule; completed, signed and stamped | ☐ |
| Section 7: Company Profile and Previous Experience; completed, signed and stamped, including publicly available works or studies commissioned earlier. | ☐ |
| Section 8: Supplier’s ethical standards declaration; completed, signed and stamped | ☐ |
| Certificate of Registration/ Incorporation | ☐ |
| Tax registration certificate | ☐ |
| Financial Offer (Excel) detailing the budget (in NGN or USD) | ☐ |
| Technical proposal and an outline of the research framework and methods, including comments on the TOR, proposed timeframe and work-plan | ☐ |
| CVs, references for previous relevant work, and an extract (3-5 pages) from past research projects | ☐ |

We understand that NRC is not bound to accept the lowest, or indeed any bid, received.

We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.**

|  |  |
| --- | --- |
| Name of Signatory: | Tel N°: |
| Title of Signatory: | Name of Company: |
| Signature & stamp: | Date of Signing: |
| Address: |

**SECTION 6**

**Consultancy Provision Schedule**

**Consultancy Schedule:**

Attach the Service schedule here:

Schedule to include:

* + - 1. Detailed list of consultancy to be completed in reference to Consultancy Description
      2. Duration of each of the activities and completion date.

Table for breakdown of service provision

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Activity** | **Week 1** | **Week 2** | **Week 3** | **Week 4** | **Week 5** | **Week 6** | **Week 7** | **Week 8** | **Week 9** | **Week 10** |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
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**Manpower:**

In addition, provide a list of the manpower involved in the activities on site with an estimate of the total man-hours completed by each of the skills. Format to follow the below simple format:

|  |  |  |
| --- | --- | --- |
| **#** | **Proposed Personnel/Manpower** | **# of workers allocated to the Consultancy Service** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| … |  |  |

**NOTE:** The manpower list and service provision schedule shouldn’t be limited to this Form.

A comprehensive list has to be submitted adapting the Form as necessary.

**SECTION 7**

**CONSULTANT PROFILE AND PREVIOUS EXPERIENCE**

The Bidder is requested to:

1. Submit the **CONSULTANCY Profile**
2. Complete the following **Previous Experience** **Table** listing the work or contracts undertaken in the past 5 years similar to the services required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, etc.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Project** | **Total value of the Consultancy activity performed** | **Duration of the contract** | **Starting date** | **Ending date** | **Contracting Authority and Place** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |
| **…** |  |  |  |  |  |  |

**NOTE**: The list shouldn’t be limited to this Form in regards to the number of works reported. A comprehensive list of the last 5 years’ experience has to be submitted adapting the Form to the necessary rows.

NRC may conduct reference checks for previous contracts completed

**SECTION 8**

**SUPPLIER’S ETHICAL STANDARDS DECLARATION**

NRC as a humanitarian organization expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to NRC valued at over 10,000 USD (or equivalent) in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

NRC staff may perform spot checks to verify that these standards are adhered to. Should NRC deem that the supplier fails to meet, or is not taking appropriate steps to meet, these standards, any and all contracts and agreements with NRC may be terminated.

Anyone doing business with Norwegian Refugee Council shall as a minimum;

1. Comply with all laws and regulations in effect in the country or countries of business;
2. Meet the ethical standards as listed below; or
3. Positively agree to the standards and be willing to implement changes in their organization.
4. **Anti-corruption and suppliers compliance with laws and regulations:**
   1. The supplier confirms that it is not involved in any form of corruption.
   2. Where any potential conflict of interest exists between the supplier or any of the supplier’s staff members with any NRC staff member, the supplier shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
   3. The supplier will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
   4. The supplier shall be registered with the relevant government authority with regard to taxation.
   5. The supplier shall pay taxes according to all applicable national laws and regulations.
   6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.
5. **Conditions related to the employees:**
   1. No workers in our company will be forced, bonded or involuntary prison workers.
   2. Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.
   3. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
   4. Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
   5. Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child’s opportunity to complete his/ her education.
   6. There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
   7. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
   8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
   9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
   10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
   11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
   12. Workers shall be provided with at least one day off for every 7 day period.
   13. All workers are entitled to a contract of employment that shall be written in a language they understand.
   14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
   15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
   16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
   17. No Deductions from wages shall be made as a disciplinary measure.
6. **Environmental conditions:**
   1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
   2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
   3. National and international environmental legislation and regulations shall be respected.
   4. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organization.

*DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF CONSULTANT: ­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*COMPANY STAMP (IF APPLICABLE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. Krause, J., 2011. *A deadly cycle: ethno-religious conflict in Jos, Plateau State, Nigeria*. Geneva Declaration, p.10. [↑](#footnote-ref-2)
2. Ibid, p.10 [↑](#footnote-ref-3)
3. Ibid [↑](#footnote-ref-4)