

No: A2J/NEJK/02/2014
Ministry of Law and Justice
Department of Justice
Government of India

REQUEST FOR PROPOSAL
FOR
TRAINING OF PARALEGALS IN JAMMU & KASHMIR

Date of Issue	08/07/2014
Closing Date	30/07/2014

No: A2J/NEJK/02/2014
Ministry of Law and Justice
Department of Justice
Government of India

Dated: 08/07/2014

Subject: Request for Proposal (RFP) for hiring of Agency for **“Training of Paralegals in Jammu & Kashmir”**

You are requested to submit a proposal for **“Training of Paralegals in Jammu & Kashmir”** as per this RFP.

Your proposal sealed in an outer big envelope containing cover letter, technical proposal and financial proposal in separate sealed envelopes therein with **DO NOT OPEN BEFORE 30/07/2014** and below that the subject or as **“RFP for Training of Paralegals in Jammu & Kashmir”** written on top of the envelope, should reach the following address on or before **30/07/2014** by 15:00hrs.

To,

Director (Admn)
Access to Justice-NE&JK Project
Department of Justice
Ministry of Law and Justice
Room No. 12 E
Jaisalmer House
26, Mansingh Road, New Delhi-110011

If you request for additional information, the same shall be provided expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. For any queries you may write to: Mr. V.K. Tripathi, vk.tripathi@nic.in, tripathi_vk@yahoo.com and Ms Geetanjali at get.aanjali@gmail.com

1. Background and Context

The Project on “**Access to Justice – NE and J&K**” is being implemented in the eight states of North East India (including Sikkim) and in Jammu & Kashmir with the objective of addressing the legal needs of the marginalised and vulnerable sections of the society, particularly women, children, Scheduled Castes, Tribal communities. The project on the other hand also aims to support justice delivery systems by improving their capacity to serve the people better. To achieve this, the project also seeks to support innovative activities to enhance legal awareness of the vulnerable populations and their ability to seek redress as well as the Legal Services Authorities in providing legal aid and legal empowerment of the marginalised in the nine project states.

The project is being implemented in the **nine states of Assam, Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur, Tripura, Sikkim and Jammu & Kashmir.**

2. Objectives

Paralegals play a pivotal role in assisting the marginalised communities in accessing justice. They are bridge between the community and the justice delivery institutions. Their role is very important as they work closely with the community and usually are the most accessible and the first point of contact for the aggrieved persons seeking relief or solution for his problem.

Therefore, to make the justice system effective and accessible to all, there is a need for a robust network of trained and committed para legal volunteers. Thus, adequate and regular training should be imparted to paralegals to keep them updated with the recent laws and procedures and to build their capacities to render effective legal services to the community.

In the recent years, expectations from paralegals have increased manifold. They are expected to act as a resource within the community who can assist the community in accessing justice. The National Legal Services Authority has launched a paralegal volunteer programme under which paralegals will be trained/provided an orientation for about 2-3 days at the district and taluka levels. A paralegal does not merely focuses on providing basic legal information but also facilitates the community in accessing justice systems for securing their legal rights.

Considering the importance and need for training of paralegals, the Department of Justice plans to initiate a program to train 225 paralegals in the State of Jammu & Kashmir (100 – Jammu Region, 100-Kashmir Region and 25 – Ladakh Region), under the Access to Justice (NE&JK) project.

The key objectives of the program are as follows:

- a. To identify 225 suitable and committed paralegal volunteers in the State in consultation with the State Legal Services Authority and the Department of Justice.

- b. To review the existing curricula, manuals, modules on paralegal trainings as developed by Legal Services Authorities (LSAs) and other paralegal training institutions/agencies with a view to identify training curriculum specifically suitable for the State of Jammu and Kashmir.
- c. To prepare paralegal training module and manual in accordance with the requirement of training set out by NALSA and with additional inputs from key stakeholders in the State of Jammu and Kashmir.
- d. To discuss and validate the paralegal training module and manual with key stakeholders through a workshop.
- e. To conduct training on national and state law and policy on social justice and human rights, awareness of different schemes and programs for the marginalised, court procedures, role of PLVs, complaint handling among others
- f. Linking the trained PLVs with Commissions, panel lawyers, NGOs to enable them to serve the community better.

3. Project Period: Nine Months

4. Key Deliverables

The selected agency is expected to:

- a. Prepare and submit a detailed work plans, highlighting the methodology for selection of PLVs, carrying out training, monitoring of PLVs during the project period, linking of the trained PLVs with different commissions, Civil Society Organisations, panel lawyers of State Legal Services Authorities among others.
- b. Selection of PLVs with the support of State Legal Services Authority, J&K.
- c. Submit a training schedule a training module at least one month prior to the beginning of the first training.
- d. Orientation program for the selected PLVs before beginning the training sessions.
- e. Train the identified 225 Paralegal Volunteers (in batches of 45-50. One training for each batch shall be for at least three days.
- f. At the interval of three months of the completion of trainings for all the batches refresher trainings of 2 days for each batch will be organised.
- g. A mid- course correction meeting with the State Legal Services Authority, Department of Justice and the agency to identify and address gaps in learning of the PLVs, design of the training program etc and to take corrective measures.
- a. Submit a finalised training manual on the social justice legislations dealt with in a simple and easy to understand language (in both English and Hindi).
- h. Submit quarterly progress reports, training/refresher training reports/ report of the mid course correction meeting and one final report capturing the outputs and outcomes of the entire project along with high resolution photographs.
- i. One Final Workshop with all the PLVs, DoJ, NALSA, SLSA, Commissions, Civil Society Organisations, Social Welfare Departments, lawyers, judicial officers among others to discuss the training model developed in the project, activities

and results of the project and most importantly linking the PLVs with the above mentioned stakeholders.

Training manual:

Proposed paralegal training manual shall focus on the rights of the marginalized people, skill development of paralegals on client counselling and record keeping, roles and responsibilities of paralegals and contain detailed methodologies for conducting paralegal trainings smoothly. Special focus has to be on laws and schemes related to women and SCs/STs.

In addition, the selected agency will have to prepare tools for pre and post training assessment of trainees on knowledge, skills and aptitude. These tools have to be analysed after the trainings for any change in these areas.

4.1 Training methodology:

The selected agency should focus on using participatory and interactive methods of training. The paralegal training manual must list a variety of methodologies and techniques, such as:

- i. Seating arrangements and duration of training programme
- ii. Criteria for selection of resource persons/facilitators/trainers
- iii. Presentations and discussions
- iv. Short films and discussions
- v. Group exercises and role plays
- vi. Case studies, experience sharing and/or sharing best practices
- vii. Exposure visits
- viii. Evaluation and follow up

4.2 Post Project Sustainability:

Trained paralegals are expected to use the skill developed through the training program by offering services to their community directly or through Legal Services Authorities. Paralegals will be assigned specific tasks during the training period. They will be expected to report their progress to the concerned DLSAs and the agency. Their progress will be monitored by the SLSA, District Legal Services Authorities (DLSA) and the Agency and the Project Management Team in the Centre. After the completion of the project the trained paralegals will be linked with the commissions, panel lawyers of SLSA/DLSAs, civil society organisations among others.

5. Key Qualification and Experience:

- i) Minimum 3 years' of relevant experience in conducting training programs on social justice legislations, developing simplified training manuals, modules and resource materials on rights and entitlements, drafting reports.
- ii) Sound understanding on gender issues, rights and laws related to marginalised people, legal aid and legal empowerment, access to justice,

functioning of justice delivery institutions including Legal Services Authorities.

- iii) Experienced team of legal professionals in training and community sensitisation.
- iv) Ability to deliver required outputs and planned results in time bound manner.
- v) Readiness to travel to the selected locations and work under strict deadlines.

6. Reporting and monitoring arrangements:

The selected Agency/organisation will be required to produce the following reports:

- i) The work plan with timelines, content outline and methodology to the satisfaction of DoJ
- ii) Draft training module after review of the existing materials for training paralegal, within a month of the contract. Pre and post training assessment on knowledge, skills and aptitude of the trainees is a must for each group and before and after each training program.
- iii) Submit quarterly progress reports, training/refresher training reports/ report of the mid-course correction meeting and one final report capturing the outputs and outcomes of the entire project along with high resolution photographs at the completion of the project.

GENERAL TERMS OF CONTRACT

1. Legal status

The agency/Bidder shall be considered as having the legal status of an independent Bidder vis-à-vis DOJ. The agency's personnel, collaborating partners and sub-Bidders shall not be considered in any respect as being the employees or agents of DOJ or Ministry of Law and Justice.

2. Source of instructions

The agency shall neither seek nor accept instructions from any authority external to DOJ in connection with the performance of its services under this contract. The agency shall refrain from any action which may adversely affect DOJ and shall fulfil its commitments with the fullest regard to the interests of DOJ.

3. Agency's responsibility for employees

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

4. Assignment

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

5. Sub-contracting

In the event the agency requires the services of sub-Bidders, the agency shall obtain the prior written approval and clearance of DOJ for all sub-Bidders. The approval of DOJ of a sub-Bidder shall not relieve the agency of any of its obligations under this contract. The terms of any sub-contract shall be subject to and conform with the provisions of this RFP.

6. Officials not to benefit

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

7. Indemnification

The agency shall indemnify, hold and save harmless, and defend, at its own expense, DOJ, 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 agency, or the agency's employees, officers, agents or sub-Bidders, in the performance of this contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the agency, its employees, officers, agents, servants or sub-Bidders. The obligations under this article do not lapse upon termination of this contract.

8. Encumbrances/liens

The agency 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 DOJ against any money due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the agency.

9. Title to equipment

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

10. Use of name, emblem or official seal of DOJ, GOI

The agency shall not in any manner whatsoever use the name, emblem or official seal of DOJ in connection with its business or otherwise, without written approval from the concerned party.

11. Confidential nature of documents and information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the agency under this contract shall be the property of DOJ, shall be treated as confidential and shall be delivered only to DOJ authorized officials on completion of work under this contract. The agency may not communicate at any time to any other person, government or authority external to DOJ, any information known to it by reason of its association with DOJ which has not been made public except with the authorization of DOJ; nor shall the agency at any time use such information to private advantage. These obligations do not lapse upon termination of this contract.

12. Termination

Either party may terminate this contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with "settlement of disputes" stated below shall not be deemed a termination of this contract. DOJ reserves the right to terminate without cause this contract at any time upon 15 days prior written notice to the agency. In the event of any termination by DOJ, no payment shall be due to the agency except for work and services satisfactorily performed in conformity with the express terms of this contract. The agency shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the agency be adjudged bankrupt, or be liquidated or become insolvent, or should the agency make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the agency, DOJ may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The agency shall immediately inform DOJ of the occurrence of any of the above events.

13. Settlement of disputes

Amicable settlement:

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof.

Arbitration:

- i) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Justice, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration.

The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator.

The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties.

The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Draft Agreement without prejudice to a final adjustment in accordance with such award.

14. Privileges and immunities

Nothing in or relating to this contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the DOJ.

15. Copyright

Intellectual Property Rights including all Intellectual Property Rights on any subject matter part of the training programs including copyright on any of the creations thereunder shall vest with the Department of Justice. Appropriate logos will be used and copyright will also be accordingly asserted stating that the material may be used after acknowledgement.

16. Adherence to timelines

The agency understands and agrees that this training programme is to be conducted in a time bound manner and any delay on its part may impact the funding for the programme being given to them. Funding will not be released beyondunless mutually agreed between DoJ and the agency.

PROPOSAL FORMAT

I. Technical Proposal

The proposal must be submitted in the prescribed format along with a completed organization profile. The price schedule must be submitted in a separate sealed envelope.

The **technical proposal** must include the following information:

- a. Project Title
- b. Name of the Organisation
- c. Contact Details
- d. Brief Background of the Organisation
- e. Collaborating Partners (if any)
- f. Project Description:
 - Project goal
 - What is the duration of the project?
 - Detailed methodology
 - Activities to be undertaken
 - Time schedule with milestones - The time frame should include specific timelines for the completion of each components as mentioned in para 3.1 above, along with its testing and reporting to Project Management Team.
 - Is the project co-funded by any other source?
 - What are the likely risks to the project?
- g. Technical Competence
 - Briefly describe your organizational capacity to implement this kind of project (e.g. staff strengths, experience, office locations, physical space etc.).
 - What type of team will be assigned to this project? What will each person's role be? Please include a brief background summary for each key staff member assigned to this project, along with his/her technical competencies and experience.
 - Please discuss any partnerships with other organizations for technical support.
 - Please provide brief details of prior projects on legal capacity development or awareness generation activities.
- h. Project Evaluation and Monitoring Indicators: Please indicate the tools to be used for monitoring the progress.
- i. Key deliverables of the project.
- j. Copy of the organization's Registration Certificate.
- k. Names and contact details of 2 funding agencies that have supported the work of the organization in the last 3 years.

II. Financial Proposal

Kindly provide a detailed budget (with breakups) keeping in mind the outputs/deliverables expected at the end of the Project.

III. Period of validity of proposals

Proposals shall remain valid for Ninety (90) days after the date of Proposal submission prescribed by the procuring DoJ entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring DoJ entity on the grounds that it is non-responsive. A Bidder will not be required nor permitted to modify its Proposal.

IV. Format and signing of proposals

The Bidder shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

V. Payment of fees

DoJ shall make payments to the Contractor after acceptance by DoJ of the proposal submitted by the Contractor, upon achievement of the milestones as under:

Payments and Deliverables:

Installments	Deliverables	Payment (percentage of total)
1 st	Submission and acceptance of detailed work plan with timelines, content outline, methodology and draft training manual.	25%
2 nd	Completion of 1 (one) Training Program of 3 days each in the 3 Regions (i.e training of 225 paralegals)	25%
3 rd	Completion of Refresher Training of 2 days after 3 months of the first training in State	25%
4 th	Finalisation and submission of the Training Manual and Project Completion Report along with high resolution photographs of each Training Programs	25%

- i) The Department of Justice will retain from the first instalment, by way of Performance Security, 5% [five per cent] of the total amount of the contract to be appropriated against breach of the agreement or for recovery of liquidated damages. The balance remaining out of the Performance Security shall be returned [without any interest] to the agency at the end of four months after the successful completion of the project.
- ii) In case of delay in the completion of services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Contract Value per day, subject to a maximum of 5 % (five percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the agency, suitable extension of time shall be granted.
- iii) The DOJ shall have the right to appropriate the Performance Security, in whole or in part, without notice to the agency in the event of breach of Agreement or for recovery of liquidated damages.

VI. Submission of Proposal

Your proposal sealed in an outer big envelope containing cover letter, technical proposal and financial proposal in separate sealed envelopes therein, quoting as the subject or as RFP for “**Training of Paralegals in Jammu & Kashmir**” should be sent to:

Shri VK Tripathi
Director (Admn)
Access to Justice-NE&JK Project
Department of Justice
Ministry of Law and Justice
Room No. 12 E
Jaisalmer House
26, Mansingh Road, New Delhi-110011

VII. Deadline for submission of proposals

Your proposal should reach the above address on or before 3:00pm on **30/07/2014**,

VIII. Late Proposals

Any Proposal received by the DoJ after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

IX. Opening and Evaluation of Proposals

Opening of proposals

DoJ will open the Proposals in the presence of an Expert Committee formed by the DoJ. The bidders are welcome to be present.

Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, DoJ may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in amount or substance of the Proposal shall be sought, offered or permitted.

X. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals. The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the second Stage, the financial proposal of all Bidders, who have attained minimum 70% score in the technical evaluation will be opened and compared.

The contract will be awarded to the Bidder(s) that has the lowest quotation.

Technical evaluation criteria		
Sl No	Evaluation Criteria	Total Score
1	Experience of community level legal capacity development (minimum 3 years)	10
2	Experience of training community level people as paralegals	15
3	Experience of working with Government and Funding agencies	15
4	Qualifications & experience of the proposed team members	30
5	Quality of the proposal submitted & alignment of the proposal with the RFP, project objectives and deliverables	10
6	Methodology proposed	10
7	Timelines, Workplan and Feasibility	10
Total Score		100

NOTE: DoJ reserves the right to do a reference check on the organisation's background and work

The scores noted in the evaluation sheet are tentative and can be changed depending on the need or major attributes of technical proposal.

XI. Award of Contract

Award criteria, award of contract

DoJ reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, DoJ will award the contract to the qualified Bidder whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

XII. Purchaser's right to vary requirements at the time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.
