



Issued on: 30-04-2026

To

Ms./Mr.

Individual Consultant/Consultancy firm

Subject: Letter of Invitation for Hiring Consultant/ Consulting firm for Module Development on Legal Mediation for Rohingya Community Mediators.

Dear Madam/Sir,

For this reason, we are looking for a suitable consultant/ consultancy firm to serve the purpose.

Here we are enclosing the ToR for the consultancy service. We are looking forward to receive (i) CV/ Profile of the Individual mentioning the required experiences as per the attached ToR (ii) a technical proposal describing the methodology (iii) a budget for the assignment

RFP No: BPD/2026/RFP-1036

Closing Date & Time: 19-05-2026 02:30 PM (Dhaka Local Time)

Please submit the Proposal on **19-05-2026 02:30 PM (Dhaka Local Time)** in **tender.brac.net**. **Any offer via email or hard copy is treated as non-responsiveness.**

BRAC recognizes the empowerment of women and girls as fundamental to the organization's vision and mission. Women and gender-diverse individuals are encouraged to participate in the procurement. Without compromising organizational compliance in procurement, the selection of the supplier/vendor would be finalized.

Payment Condition:

Mode of payment will follow the below conditions :

Payment would be made to the Consultant after acceptance/recommendation by the programme through an automatic Bank transfer directly into any scheduled Bank in Bangladesh in favour of consultant. For payment, consultant has to submit an invoice duly describing the agreed accomplishment. It is noted that the Firm must fill up their accounts information as per instruction **i) Account name ii) A/C number iii) Bank name iv) Branch name v) E-mail address vi) Routing Number.**

Payments will be subject to deduction of VAT & Tax at source as per Govt. Rule. (If applicable).

Payment will be disbursed within 45 days after vetting by Programme.

Consultanting firm must submit 13 digits new BIN, Trade license (Applicable for firm) & TIN (applicable for both firm & Individual) with proposal and Mushok 6.3 (Applicable for firm) with invoice.

Please note: Invoice date and Mushak 6.3 date must be the same. (Invoice submission time).

For approval of your account during the supplier registration process, and for any other clarification, please contact with Mohammed Shahidul Islam, BRAC Procurement Department (BPD), HCMP, Cox's Bazar, Phone: +8801847455595, Email: shahidul.is@brac.net.



STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Financial Submission Form (BPD 5-15)

To:

BRAC Procurement Department

BRAC Head Office

BRAC Centre, 6th Floor

75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Letter of Invitation** and we hereby submit our attached Financial Proposal for the sum of:

<insert currency and amount in both, words and figures>

The amount is including of local taxes & vat.

We confirm that our Proposal shall remain valid, from the closing date, for the period stated in the RFP.

Our Financial Proposal is binding upon us and shall be subject to any modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents/Recipient	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any or all Proposals you receive..

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Firm's Seal or Stamp:

Terms of Reference (ToR)

HIRING A CONSULTANT FOR MODULE DEVELOPMENT ON LEGAL MEDIATION FOR ROHINGYA COMMUNITY MEDIATORS

1. BACKGROUND AND CONTEXT

The Rohingya crisis has created one of the world's largest crises with stateless populations. Currently, over a million displaced individuals live in 33 Camps in Cox's Bazar and Bhasan Char, Bangladesh, following their forced displacement from Myanmar in 2017. The Rohingya community does not have access to the formal legal system of the country, and they have critical gaps in understanding the legal framework and legal matters. The existing community power structures often fail to protect rights. Lack of proper channel to resolve disputes and conflicts, lack of legal counselling and mediation support and detention of the displaced Rohingya individuals by law enforcement agencies without available legal support remain persistent issues. Existing fund cuts heightened protection risks across all sectors, making it even more crucial to consider alternative solutions.

BRAC's Legal Protection programme addresses these critical justice gaps through comprehensive legal services, including legal counselling, mediation, case filing, court representation, detention release, and relevant legal support designed to empower the Rohingya community and ensure their fundamental right to access justice. BRAC recognises that sustainable protection requires not only immediate response through legal assistance but also empowering individuals to understand and exercise their rights within the existing legal framework.

The number of legal issues, community conflicts, and family disputes in the camps is increasing day by day. The provision of legal assistance remains inadequate due to limited resources. To address this gap, there is a need to strengthen the community's capacity to resolve minor disputes, those that are non-serious and compoundable and do not always require formal judicial intervention. Such disputes can often be settled through mutual agreement between the conflicting parties, facilitated by trained community members. Therefore, BRAC intends to design a structured course on legal mediation and is seeking qualified consultant(s) or a consulting firm to support this initiative.

2. PURPOSE AND OBJECTIVES OF THE ASSIGNMENT

The purpose of this assignment is to develop a structured and contextually appropriate legal mediation course that strengthens the capacity of Rohingya community members to address minor, non-serious, and compoundable disputes through alternative dispute resolution mechanisms. In a setting where access to the formal justice system is limited and legal assistance resources are constrained, the course aims to equip selected community representatives with practical knowledge, skills, and ethical understanding of mediation.

The specific objectives of this assignment are:

- To design a complete, contextualised, culturally appropriate and comprehensive legal mediation training module that builds the knowledge and practical skills of community members to effectively mediate minor disputes in line with the legal framework of Bangladesh.
- To develop and deliver a Training of Trainers (ToT) for BRAC staff, enabling them to effectively facilitate and roll out the legal mediation modules at the field level in a consistent and sustainable manner.

3. EXPECTED OUTPUTS

- A structured, contextually adapted legal mediation curriculum is developed, including facilitator guides, participant materials, and practical tools contextualised to the Rohingya camp context.
- BRAC staff are capacitated through Training of Trainers (ToT) to effectively deliver the training course at the camp level.
- A group of selected trained community mediators is established, equipped with the knowledge and skills to resolve minor disputes in a fair, impartial, and rights-based manner, in line with the legal framework of the country.

4. SCOPE OF WORK

The selected consultant/consulting firm will be responsible for developing a comprehensive legal mediation training module contextualised to the Rohingya refugee camps. The scope of work will include, but not be limited to, the following key tasks:

- **Desk Review and Literature Review:** Conduct an in-depth desk review of relevant literature, including existing legal mediation and alternative dispute resolution (ADR) modules used in humanitarian and refugee settings.
- **Review of Legal and Policy Frameworks:** Review the national legal framework of Bangladesh, with particular attention to laws, policies, and administrative mechanisms relevant to displaced and stateless populations.
- **Field Visit, Community Consultation, and Data Collection:** Conduct field visits to selected camps in Cox's Bazar to collect primary data and insights. This will include key informant interviews, community consultations (FGD) and interview with BRAC legal officers, other legal actors, Government officials (including CiC and RRRC officials), UN agencies, and other relevant stakeholders.
- **Data Analysis and Module Outline Development:** Analyse all collected data, findings from the desk review, and stakeholder consultations to identify key themes, learning needs, and priority areas. Based on this analysis, develop a detailed training module outline, including learning objectives, session structure, breakdown of contents with duration and learning methodology. The draft outline will be shared with BRAC for review and vetting prior to full module development.
- **Module Development (Draft Stage):** Develop a comprehensive draft legal mediation training module based on the approved outline. The module should include structured sessions, facilitator guidance, participant materials, tools, and ethical considerations specific to the Rohingya context.
- **Review and Validation with BRAC:** Present the draft module to BRAC for technical review, feedback, and validation. Incorporate all inputs to ensure alignment with BRAC's Legal Protection Programme, operational feasibility, and contextual appropriateness.
- **Finalisation of Training Module:** Prepare the finalised legal mediation training package incorporating all feedback from BRAC and relevant stakeholders. The final output should be a user-friendly, field-ready module suitable for Training of Trainers (ToT) and implementation at field level.
- **Training of Trainers (ToT):** A Training of Trainers (ToT) will be conducted for staff, focusing on the developed module and content-specific facilitation techniques, including

guidance on how each chapter should be delivered and the most appropriate facilitation methods for effectively engaging participants.

5. METHODOLOGY

- **Desk Review:** A comprehensive desk review will be conducted at the initial stage to gather and analyse existing resources. This will include review of legal mediation materials used in humanitarian and refugee contexts, existing BRAC protection and legal modules, relevant humanitarian guidelines, and documented good practices from comparable displacement settings. The review will also cover national laws and policy frameworks in Bangladesh, with specific attention to legal provisions relevant to displaced populations and access to justice mechanisms.
- **Key Informant Interviews (KII):** Key Informant Interviews will be conducted with relevant stakeholders to gather in-depth qualitative insights. This will include BRAC legal officers, camp-based protection actors, government officials (such as CiC representatives and RRRC officials), UN agencies, and other humanitarian actors engaged in legal protection and dispute resolution.
- **Focus Group Discussions (FGD):** FGDs will be conducted with Rohingya community members, including men, women, and youth, community leaders (Majhi) and others. These discussions will explore common types of disputes, existing informal resolution practices, community perceptions and expectations from mediation, barriers to accessing justice, and suggestions for improving community-based dispute resolution mechanisms.
- **Data Analysis and Synthesis:** All qualitative data collected through desk review, KIIs, and FGDs will be systematically (e.g. thematic analysis, content analysis) analysed. The analysis will generate the identification of protection priorities, gaps, and requirements for the training module.
- **Module Development and Drafting:** Based on the analysis, a draft legal mediation training module will be developed. This will include session plans, learning objectives, facilitation notes, participatory methodologies, and ethical guidance for mediators. Separate handouts and supporting materials will also be prepared as part of the module package, including a ToT guide for BRAC staff.
- **Review, Feedback, and Validation:** The draft module and associated materials will be presented to BRAC for review and validation. Feedback from BRAC technical teams will be incorporated to ensure alignment with programme priorities, field realities, and protection standards.
- **Feedback Incorporation and Finalisation:** Following validation, the module will be refined and finalised. All feedback will be incorporated to produce a ready training package suitable for ToT and community-level implementation.
- **Training of Trainers (ToT):** A dedicated ToT package will be developed and provided to staff as part of the assignment. This will include separate facilitator handouts, guidance notes, and structured training materials to enable BRAC staff to effectively deliver the legal mediation modules at field level in a consistent and sustainable manner.

6. RESPONSIBILITIES

- Developing training module
- Providing ToT
- The awarded organisation/firm/consultants will have to take the required approval/permission from relevant authorities (RRRC and CiC) for visiting the camps.

BRAC
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E: procurement.hcmp@brac.net
W: www.brac.net

Registered in
Bangladesh under
The societies
Registration Act of 1860

7. TIMELINE AND DELIVERABLES

Task/Deliverables	Timeline
Inception report detailing methodology, data collection tools, and work plan	Week 1
Draft training module	Week 5
Finalised training module	Week 7
ToT	Week 8

8. LOGISTICS

- Organisation/Firm/Consultants will be solely responsible for arranging and procuring all logistics required for the assignment.
- The organisation/firm/consultants, in consultation with BRAC, should select a suitable venue for the ToT at Cox's Bazar. The venue shall be 02 days in duration and accommodate between 25 and 35 participants. All associated costs, including venue, refreshments, lunch, and stationery, will be borne by the organisation/firm/consultants.

9. CORE COMPETENCIES

- **At least 05 years of experience in developing training modules, materials, and facilitator guides, preferably in humanitarian settings.**
- **Proven experience in designing and delivering structured training modules in protection and/or legal contexts.**
- **Prior experience in refugee response settings, preferably within the Rohingya humanitarian context.**
- **Strong understanding of formal and informal justice system.**
- **Excellent English writing and analytical skills with the ability to produce clear technical documents.**
- **Strong communication and facilitation skills, able to simplify complex legal concepts for non-technical audiences.**
- **Ability to work under tight deadlines and deliver high-quality outputs efficiently.**
- **The lead consultant should have a Master's degree in relevant fields, including law/ international relations/ peace and conflict/other similar disciplines (a PhD degree will be an asset).**

10. BRAC'S RESPONSIBILITIES

Point of Contact (PoC)

The Project Manager, Legal Protection of the BRAC Protection Sector, in coordination with the Manager, Knowledge Management, will be the PoC at BRAC for this assignment.

Responsibilities

BRAC will closely monitor the activities and provide relevant support and guidance.

11. REQUIREMENTS OF THE PROPOSAL

1. Letter of interest and contact person
2. Details methodology

3. Analysis plan
4. Experience and references
5. Detailed work plan, including the number of days required to complete data collection
6. Detailed budget (financial proposal)
7. CVs for key personnel
8. Other relevant/applicable documents (e.g. TIN, BIN, Trade License, etc.)

12. EVALUATION CRITERIA

Assessment Criteria: Technical proposals will be evaluated on the Quality and Cost Based Selection (QCBS) method, based on the submitted technical and financial proposal. The contractor may be asked for further information if deemed necessary. The short-listing criteria for the evaluation are as follows:

Criteria	Marks
Technical Proposal: 80	
Understanding of the assignment and background	15
Quality and creativity of the proposed concept and outline	40
Deliverables and timeline	5
Experience and qualifications of consultant(s)/team members of the firm	20
Presentation: 20*	
Presentation of the proposal and work plan	20
Total	100

**Candidates who score 48 (60%) or above in the technical proposal will be shortlisted for presentation. The final score will be calculated based on both the technical proposal and the presentation.*

Pass mark: 60%

Weightage: Technical 80%, Financial 20%

The evaluation process will use the following scoring system:

- Very good (gives added value and shows high quality on the whole), 100%;
- Good (adequate and well suited to the purpose), 90%;
- Satisfactory (sufficient but lacks substantial advantages or has uneven quality), 70%;
- Not entirely satisfactory (sufficient in some aspects but not as a whole), 40%;
- Poor (not addressed or not sufficient), 0%.

The financial proposal will be reviewed only if the mark obtained for the technical proposal is 60 or above (pass mark). The formula for determining the financial score is the following:

- $S_f = 100 \times F_m / F$,
- Here,
- S_f = Financial score,

- Fm= The price of the lowest proposal and
- F= The price of the proposal under evaluation

The final marks will be calculated by aggregating the weighted scores from the technical and financial proposals.

13. PAYMENT TERM

The method and conditions of payment to be made to the Service Provider shall be as follows:

1. 30% on the acceptance of the inception report
2. 70% on acceptance of the final deliverables

14. INTELLECTUAL PROPERTY

BRAC shall, solely and exclusively, own all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the work. The Contractor is not allowed to withhold any information related to this agreement, as this will become public information.

15. RISK MANAGEMENT

The contractor must keep this in their prime consideration as to how to manage any unexpected situation like a strike and political uprising, natural disaster, or pandemic that may affect the evaluation. They should keep options for contingency plans and alternatives without compromising the overall quality, purpose and timeline.

16. SAFEGUARDING CLAUSES

BRAC is committed to safeguarding its people (staff, volunteers, and programme participants, including children, adolescents, and adults with special needs) from all forms of abuse, such as sexual harassment, intimidation, violence, bullying, humiliation, discrimination, neglect and exploitation.

BRAC's Safeguarding Policy and other subset policies and procedures (Sexual Harassment Elimination policy, Child and Adolescent Protection policy, Whistleblowing policy, Prevention of Workplace Bullying and Violence policy, Adults with Special Needs policy and Code of Conduct) are an essential part of any contract and mandatory for anyone associated with BRAC.

While working with BRAC as a Consultant(s), it is a requirement to adhere to all the above policies and Code of Conduct (CoC) of BRAC. BRAC takes a zero-tolerance approach towards safeguarding violations and misconduct and reserves the right to terminate the contract in case of any safeguarding breaches. Also, the Consult will adhere to the following:

BRAC's vision is: for a world free from all forms of exploitation and discrimination, where everyone has the opportunity to realise their potential.

The mission of BRAC is: to empower people and communities in situations of poverty, illiteracy, disease and social injustice. Our interventions aim to achieve large-scale, positive changes through economic and social programmes that enable women and men to realise their potential.

BRAC's values are Integrity, Innovation, Inclusiveness, and Effectiveness.

17. CONFIDENTIALITY AND NON-TRANSFERABILITY

Any data, information, documents and other materials related to the work shall remain the property of BRAC and shall be kept confidential by the Consultant. The Consultant is not allowed to transfer or divulge any information to any other person or organization without

prior approval of BRAC, unless it is necessary by the laws in Bangladesh. She/he is not allowed to assign sub-contract, delegate or otherwise transfer or dispose of any of its rights or obligation under this agreement.

18. COPYRIGHT AND OWNERSHIP OF ASSIGNMENT

BRAC-HCMP reserves the copyright of all information, findings and the final documents produced through this process. BRAC shall, solely and exclusively, own all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the work. The Contractor is not allowed to withhold any information related to this agreement.

19. TERMINATION OF CONTRACT

Notwithstanding any statement contained in the agreement or these conditions, BRAC may at any time terminate this agreement in whole or in part by requiring the Consultant/ Consulting firm to stop performing the work or any part thereof. In this event the Consultant shall have no claim against BRAC by reason of such termination, other than payment in proportion to the work performed under the agreement less any sums previously paid on account thereof.

Thanking You
For BRAC



MD. ABDUL MALEK
Senior Manager, Procurement