



Date: 31 January 2019

REQUEST FOR PROPOSAL (RFP-BD-2019-004)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Hiring firm for Developing Escrow in Payment Services & Online Dispute Resolution and Maintenance-A2i**.

Proposals shall be submitted on or before 4.30 p.m. (local time) on Monday, February 18, 2019

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals must be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

password: why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

A handwritten signature in black ink, located in the bottom right corner of the page. It appears to be a stylized name or set of initials.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

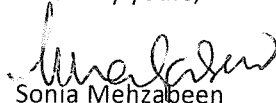
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Sonia Mehzaheen

Operations Manager

31 January 2019



Description of Requirements

Context of the Requirement	<p>The philosophy of “Digital Bangladesh” comprises ensuring people’s democracy and human rights, transparency, accountability, establishing justice and ensuring delivery of government services to the citizens of Bangladesh through maximum use of technology, with the ultimate goal being the overall improvement of the daily lifestyle of general people. This includes all classes of people and does not discriminate people in terms of technology.</p> <p>A2i, a programmed funded by USAID and UNDP, has been laying grounds for the “Digital Bangladesh” vision through its path breaking initiatives and innovations. It laid the foundation for “Rural E-commerce” through its Digital Centre entrepreneurs, and partnerships with established e-commerce companies such as ajkerdeal.com, priyoshop.com, bagdoo.com (online marketplace) etc.</p> <p>Digital centers in 4,547 union parishads, 321 municipalities, and 407 wards in 11 city corporations have been set up, making more than 9,000 young ICT entrepreneurs self-reliant, saving time and money of the people and generating a cumulative revenue of Tk 140 crore for the Digital Centre Entrepreneurs</p> <p>The centers have already served people 12 crore times with services like registration of seven crore births, and more than 20 lakhs overseas job-seekers have had services from the digital centers. Till now, 7275 Digital Centers in total have been operational in across the country and 9094 entrepreneurs have been self-employed. Together, they represent a powerhouse of economic potential that has been left untapped till now. The following concept note will work around a way for facilitating a comprehensive ecosystem for rural e-commerce model, addressing the issues in the current way of business with workable solutions.</p>
Implementing Partner of UNDP	Access to Information - II
Brief Description of the Required Services	<p>Escrow Service involves an independent trusted 3rd Party, holding funds on behalf of transacting parties to ensure that such funds are released only when certain conditions are satisfied. If buyer / seller is not satisfied with their services, then they can claim at our Online Dispute Resolution (ODR) System. It provides protection to both Buyers and Sellers. Typically, escrow is a legal arrangement that is primarily focused on protecting the interest of both buyer and sellers</p>



	<p>involved in a transaction. When the stiff competition arose day by day among the online market players, there are various parameters for which customers prefer one market place to the other.</p> <ul style="list-style-type: none"> • Buyers and seller's protection • Trust • Transparency • Safe & secure payments 																				
List and Description of Expected Outputs to be Delivered	<p>Total Duration of the assignment will be 4 weeks. Deliverables and timeline are as follows:</p> <table border="1"> <thead> <tr> <th>Sl.</th><th>Deliverable</th><th>TimeLine</th></tr> </thead> <tbody> <tr> <td>1</td><td>Inception Report with detailed design</td><td rowspan="2">1 Week</td></tr> <tr> <td>2</td><td>Delivery of SRS of the system</td></tr> <tr> <td>3</td><td>Development of ESCROW platform</td><td>1 Week</td></tr> <tr> <td>4</td><td>Pilot, UAT and Hosting for pilot</td><td>1 Week</td></tr> <tr> <td>5</td><td>Incorporated feedback from pilot and Handover of the system</td><td>1 Week</td></tr> <tr> <td></td><td>Total</td><td>1 Month</td></tr> </tbody> </table>	Sl.	Deliverable	TimeLine	1	Inception Report with detailed design	1 Week	2	Delivery of SRS of the system	3	Development of ESCROW platform	1 Week	4	Pilot, UAT and Hosting for pilot	1 Week	5	Incorporated feedback from pilot and Handover of the system	1 Week		Total	1 Month
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	Total	1 Month																			
Person to Supervise the Work/Performance of the Service Provider	Program Manager, a2i Programme																				
Frequency of Reporting	<i>As indicated in the TOR</i>																				
Progress Reporting Requirements	<i>As indicated in the TOR</i>																				
Location of work	<input type="checkbox"/> Exact Address As indicated in the TOR.																				
Expected duration of work	Duration of the assignment will be 4 weeks.																				
Target start date	01 March 2019																				
Latest completion date	30 March 2019																				
Travels Expected	As indicated in the TOR.																				
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> N/A																				
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others as per TOR.																				
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																				

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required											
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency (BDT)											
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT											
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted											
Payment Terms	<table border="1"> <thead> <tr> <th>Sl.</th> <th>Deliverable</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report with detailed design and Delivery of SRS of the system</td> <td>40%</td> </tr> <tr> <td>2</td> <td>Development of ESCROW platform, Pilot and UAT, Incorporated feedback from pilot; System Hosting; Training and Handover the system</td> <td>60%</td> </tr> </tbody> </table>	Sl.	Deliverable	Payment	1	Inception Report with detailed design and Delivery of SRS of the system	40%	2	Development of ESCROW platform, Pilot and UAT, Incorporated feedback from pilot; System Hosting; Training and Handover the system	60%		
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Advisor, Access to Information Programme											
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ¹ (<i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i>) <input type="checkbox"/> Other Type of Contract [<i>pls. specify</i>]											
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.											

Criteria for the Assessment of Proposal	<p>This is a national project with utmost importance towards the digital Bangladesh goal so the bidder must prove that they have solid technical research background and operational strength to undertake and take this work forward without any hindrances. Bidder must also have adequate technical ability, resources, human resources and processes. As such, following are defined as minimum eligibility criteria:</p> <p><u>Minimum Eligibility Criteria for the Firm:</u></p> <ul style="list-style-type: none"> • Business Licenses – Registration Papers, Tax Payment Certification, etc.; • Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured; • Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation. • Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report; • The firm must have the membership of Bangladesh Association of Software & Information Services (BASIS) and e-Commerce Association of Bangladesh (e-CAB). • The Firm must be experienced as an IT/Software company for at least 3 years. • The firm must have proven experience of working with e-commerce industry for at least two (2) years. • The firm must have experience of working with banks for at least 3 years. • The firm must have satisfactory completion record of providing IT Enabled Services to at least 3 (three) Nos. of Govt. Agencies/ NGO/ Banks or other financial organizations. • The Firm must be International standard certification holder (eg. CMMI/ISO) • The Firm must be banking grade financial security certification (eg. PCI DSS/Other) • The firm must have minimum two web based software solution/ application development &
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	<p>implementation experience with Govt./UNDP or any other international agency.</p> <ul style="list-style-type: none"> • The Firm must have made turnover of at least Taka 1, 00, 00,000/- (One Crore) during each of the last 2 (Two) financial years. • The minimum amount of liquid asset i.e. working capital or credit line(s) of the firm shall be Tk. 30 (thirty) lakh. • The firm must have an established payment gateway, which can accept payments from most of the available country payment channels like (Visa, MasterCard, Amex, bKash, Rocket, etc.) and is currently connected to them. • The firm must have necessary regulatory approval/license to operate as a payment gateway/aggregator service provider by the necessary government authorities. <p><u>Minimum Eligibility Criteria for the Key personnel:</u></p> <p>CVs of the Team leader and key team members containing their experiences on relevant issues must be submitted with detailed proposal. Beside that the evaluation team is expected to fulfil the following qualifications:</p> <p>Project Manager</p> <ul style="list-style-type: none"> • Minimum graduate in Computer Science and Engineering/ICT having a degree from a reputed university. • 5 years of progressive experience in managing large scale IT projects. • Past Experience in leading such an assignment, role including software design and development. <p>Solution Architect</p> <ul style="list-style-type: none"> • Minimum graduate in Computer Science/Computer Engineering. • 3 years of progressive experience in the sector of enterprise software system design, Open Architecture, SOAP and Integration analysis. <p>Software Engineer</p> <ul style="list-style-type: none"> • Minimum graduate in Computer Science/Computer Engineering. • 3 years of progressive experience in working with Open Source web application development tools and frameworks in JAVA and/or PHP. <p>Security Expert</p> <ul style="list-style-type: none"> • Minimum graduate in Computer
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	<p>Science/Computer Engineering</p> <ul style="list-style-type: none">• 3 years of progressive experience in web application security and infrastructure security. <p>Database Expert</p> <ul style="list-style-type: none">• Minimum graduate in Computer Science/Computer Engineering.• 3 years of progressive experience in scale database design and development with proven experience in data integration/migration. <p>Support Engineer</p> <ul style="list-style-type: none">• Minimum graduate in Computer Science/Computer Engineering.• 2 years of experience in IT-related fields,• experience in web-based applications development <p>Test/QC Engineer</p> <ul style="list-style-type: none">• Minimum graduate in Computer Science and Engineering or relevant subjects• 2 years of progressive experience in the sector of software testing and quality assurance <p>Note: Necessary document must be submitted to substantiate the above eligibility criteria. Consultancy firm that do not meet the above eligibility criteria shall not be considerate for further evaluation. The firm must provide CV's of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function or other related information.</p> <p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</p> <p><input checked="" type="checkbox"/> Qualification of Key Personnel</p> <p><i>Basis of Technical evaluation:</i></p> <table><tr><th>Criteria</th><th>Weight</th><th>Max. Points</th></tr><tr><td><u>Technical</u></td><td></td><td></td></tr><tr><td>Overall experience and Expertise of the organization/Firm</td><td></td><td>20</td></tr><tr><td>Experience of working with GoB in Software Development</td><td>70</td><td>5</td></tr><tr><td>Experience of working with Bank/FI in Software Development</td><td></td><td>5</td></tr><tr><td>Experience of working with similar technology mentioned in the ToR</td><td></td><td>10</td></tr></table>	Criteria	Weight	Max. Points	<u>Technical</u>			Overall experience and Expertise of the organization/Firm		20	Experience of working with GoB in Software Development	70	5	Experience of working with Bank/FI in Software Development		5	Experience of working with similar technology mentioned in the ToR		10
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	Expertise of Key personnel	20
	Qualification and experience of Project Manager	4
	Qualification and experience of Solution Architect	3
	Qualification and experience of Software Engineer	3
	Qualification and experience of Development Team	10
	Methodology proposed in the technical proposal	30
	Overall understanding of the assignment & proposed enterprise solution-architecture	12
	Proposed work plan and timeline relevant to the assignment as per the Terms of Reference	5
	Appropriateness and relevance of development tools and methodology	7
	Change request/quality control (SDLC) mechanism during the project	3
	Risk Management & Overall flexibility	3
	Financial Proposal (30%)	
	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.	
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider	
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex-4) <input checked="" type="checkbox"/> Written Self Declaration (Annex-5)	
Contact Person for Inquiries (Written inquiries only)	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 11 February 2019.</i> <i>"Queries on RFP-BD-2019-004"</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.	
Other Information [pls. specify]	A pre-bid meeting will be held at IDB Bhaban, (19 th floor), meeting room, for the clarification on the bidding document and ToR <u>on 11 February 2019 at 11.00 AM.</u> Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.	



FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

Minimum Eligibility Criteria for the Firm:

- Business Licenses – Registration Papers, Tax Payment Certification, etc.;
- Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured;
- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report;
- The firm must have the membership of Bangladesh Association of Software & Information Services (BASIS) and e-Commerce Association of Bangladesh (e-CAB).
- The Firm must be experienced as an IT/Software company for at least 3 years.
- The firm must have proven experience of working with e-commerce industry for at least two (2) years.
- The firm must have experience of working with banks for at least 3 years.
- The firm must have satisfactory completion record of providing IT Enabled Services to at least 3 (three) Nos. of Govt. Agencies/ NGO/ Banks or other financial organizations.
- The Firm must be International standard certification holder (eg. CMMI/ISO)
- The Firm must be banking grade financial security certification (eg. PCI DSS/Other)
- The firm must have minimum two web based software solution/ application development & implementation experience with Govt./UNDP or any other international agency.
- The Firm must have made turnover of at least Taka 1, 00, 00,000/- (One Crore) during each of the last 2 (Two) financial years.

² This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- The minimum amount of liquid asset i.e. working capital or credit line(s) of the firm shall be Tk. 30 (thirty) lakh.
- The firm must have an established payment gateway, which can accept payments from most of the available country payment channels like (Visa, MasterCard, Amex, bKash, Rocket, etc.) and is currently connected to them.
- The firm must have necessary regulatory approval/license to operate as a payment gateway/aggregator service provider by the necessary government authorities.

Minimum Eligibility Criteria for the Key personnel:

CVs of the Team leader and key team members containing their experiences on relevant issues must be submitted with detailed proposal. Beside that the evaluation team is expected to fulfil the following qualifications:

Project Manager

- Minimum graduate in Computer Science and Engineering/ICT having a degree from a reputed university.
- 5 years of progressive experience in managing large scale IT projects.
- Past Experience in leading such an assignment, role including software design and development.

Solution Architect

- Minimum graduate in Computer Science/Computer Engineering.
- 3 years of progressive experience in the sector of enterprise software system design, Open Architecture, SOAP and Integration analysis.

Software Engineer

- Minimum graduate in Computer Science/Computer Engineering.
- 3 years of progressive experience in working with Open Source web application development tools and frameworks in JAVA and/or PHP.

Security Expert

- Minimum graduate in Computer Science/Computer Engineering
- 3 years of progressive experience in web application security and infrastructure security.

Database Expert

- Minimum graduate in Computer Science/Computer Engineering.
- 3 years of progressive experience in scale database design and development with proven experience in data integration/migration.

Support Engineer

- Minimum graduate in Computer Science/Computer Engineering.
- 2 years of experience in IT-related fields,
- experience in web-based applications development

Test/QC Engineer

- Minimum graduate in Computer Science and Engineering or relevant subjects
- 2 years of progressive experience in the sector of software testing and quality assurance

Note: Necessary document must be submitted to substantiate the above eligibility criteria. Consultancy firm that do not meet the above eligibility criteria shall not be considerate for further evaluation. The firm must provide CV's of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function or other related information.

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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



E. **Cost Breakdown by Cost Component** *[This is only an Example]:*

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]



General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This



provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

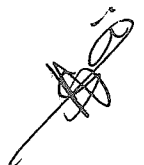
The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor



acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

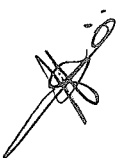
12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
 - 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1 any other party with the Discloser's prior written consent; and,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information



for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

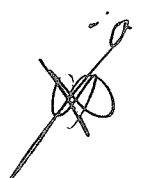


15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.



17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

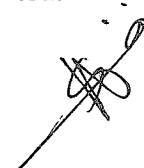
20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.




22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

A handwritten signature or mark, possibly a stylized 'S' or a signature, located in the bottom right corner of the page.

Terms of Reference

For Developing Escrow in Payment Services & Online Dispute Resolution and Maintenance

Project Description

The philosophy of “Digital Bangladesh” comprises ensuring people’s democracy and human rights, transparency, accountability, establishing justice and ensuring delivery of government services to the citizens of Bangladesh through maximum use of technology, with the ultimate goal being the overall improvement of the daily lifestyle of general people. This includes all classes of people and does not discriminate people in terms of technology.

A2i, a programmed funded by USAID and UNDP, has been laying grounds for the “Digital Bangladesh” vision through its path breaking initiatives and innovations. It laid the foundation for “Rural E-commerce” through its Digital Centre entrepreneurs, and partnerships with established e-commerce companies such as ajkerdeal.com, priyoshop.com, bagdoom.com (online marketplace) etc.

Digital centers in 4,547 union parishads, 321 municipalities, and 407 wards in 11 city corporations have been set up, making more than 9,000 young ICT entrepreneurs self-reliant, saving time and money of the people and generating a cumulative revenue of Tk 140 crore for the Digital Centre Entrepreneurs

The centers have already served people 12 crore times with services like registration of seven crore births, and more than 20 lakhs overseas job-seekers have had services from the digital centers. Till now, 7275 Digital Centers in total have been operational in across the country and 9094 entrepreneurs have been self-employed. Together, they represent a powerhouse of economic potential that has been left untapped till now. The following concept note will work around a way for facilitating a comprehensive ecosystem for rural e-commerce model, addressing the issues in the current way of business with workable solutions.

Scope of Services, Expected Outputs and Target Completion

Escrow Service involves an independent trusted 3rd Party, holding funds on behalf of transacting parties to ensure that such funds are released only when certain conditions are satisfied. If buyer / seller is not satisfied with their services, then they can claim at our Online Dispute Resolution (ODR) System. It provides protection to both Buyers and Sellers. Typically, escrow is a legal arrangement that is primarily focused on protecting the interest of both buyer and sellers involved in a transaction. When the stiff competition arose day by day among the online market players, there are various parameters for which customers prefer one market place to the other.

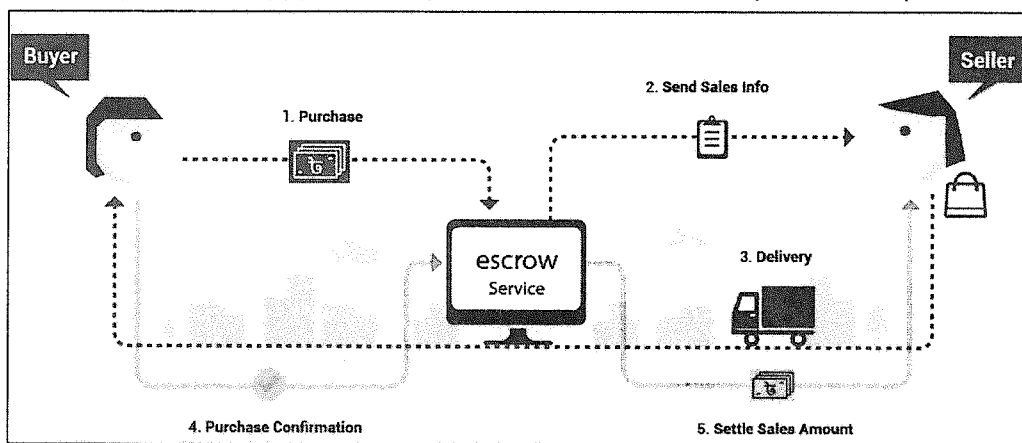
- Buyers and seller’s protection
- Trust
- Transparency
- Safe & secure payments



1. Mechanism of Escrow Service

The whole process of escrow is facilitated by a secure third-party payment service provider who takes cares of payment and ensures delivery of goods or services. Following is a suggested process for Escrow:

- I. A buyer will log into online market place (Ekshop, etc.) and choose to buy the product or services.
- II. Buyer needs to agree various terms and conditions if the user opts the payment option through escrow.
- III. Once the buyer agrees the terms & conditions, payment terms & fees, user will make the payment through escrow payment process provided by third party payment service provider.
- IV. Until the sales order is sent by the buyer, third party payment service provider will hold the funds.
- V. Third party escrow service provider will send the notifications to the seller once the payment has been confirmed and the courier will be dispatch from their end to the buyer.
- VI. Once the goods or services is received by the buyer and they feel happy about it, they can intimate the online third-party escrow service provider to release the funds to the seller.
- VII. If the buyer doesn't respond on the agreed days & time or the claim period runs out, the fund will automatically credit to the seller account with some deduction in charges.
- VIII. If the buyer is not happy with the product delivered, then they have the option to return the



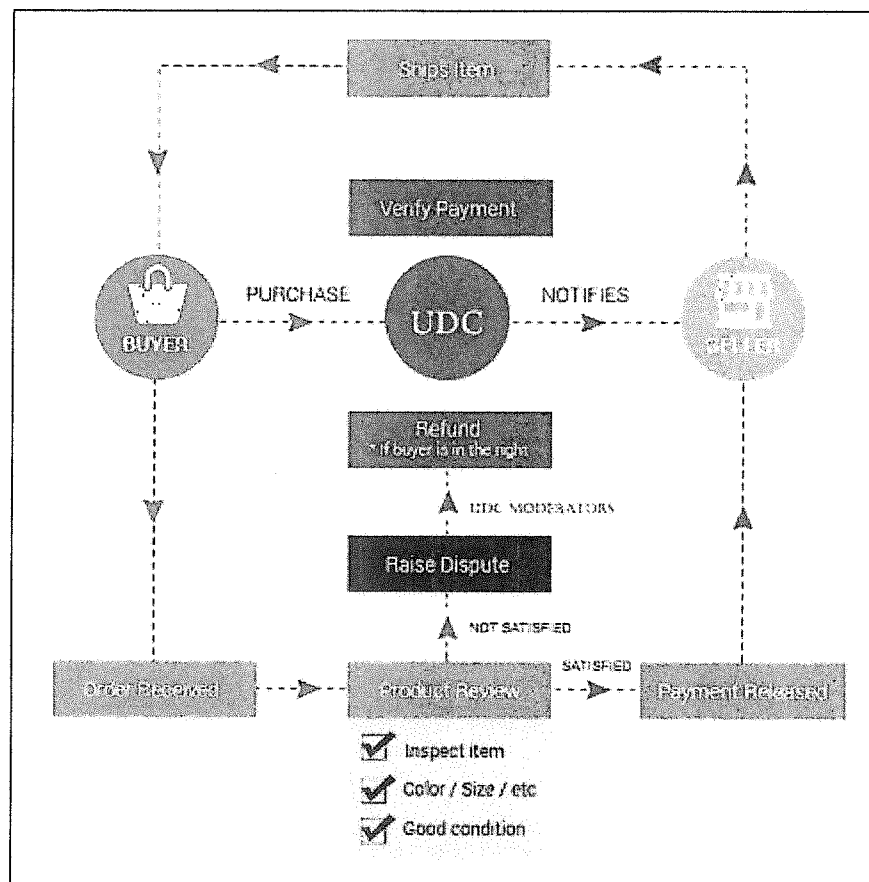
product to the seller within the claim period.

- IX. In Some case online escrow payment services will provide the option like partial payment release in case of high-volume transactions like jewelry or airline tickets, etc.

Each step in Escrow process, will be intimated to the user to know exactly where the parties in the transaction process and if there is action required by either of the two parties. Having this access to step-by-step timeline, no matter whether it's a buyer or a seller, they will never stuck wondering what to do next or where are they in the transaction. All the transaction happens through escrow is fully regulated, monitored by experienced and knowledgeable escrow officers. In US, standalone government agencies or government approved private agencies, perform due diligence and regular audits of independently licensed escrow companies. Audit examinations are done to protect the stakeholder's funds, to determine secure and safety, compliance with escrow rules and guidelines.

Fig: Process Diagram of Escrow Service

- I. Buyer purchases the goods from seller's website.
- II. Escrow service records the purchase, holds the amount and sends seller confirmation of payment.
- III. Seller sends the product through a delivery company.
- IV. Buyer confirms purchase by receiving the goods.



- V. Escrow service releases and settles the payment to Seller.

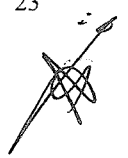
In the case of A2I and UDCs, following assumptions are made:

Protection to Sellers

- UDC will verify that Buyer has paid before getting Sellers to send out the product
- UDC will help mediate when Buyer has issues with the products
- UDC handles the refunds hence no chance of Fraud or Scams

Protection to Buyers

- Sellers will not get paid unless Buyer gets their products
- UDC will help mediate if Buyer has issues with the products



- UDC actively ban errant Sellers from the platform

2. Online Dispute Resolution (ODR)

Dispute Resolution is a process of settling a disagreement on a business transaction made between two or more parties. Every online website has certain refund or protection policies for buyers, but there are instances where a policy is unable to stop a dispute from being raised. By checking strong Buyer Protection Policies, ODR center can resolve any dispute.

When we talk about resolution, there are different ways of resolving a dispute that varies from company to company. There are certain basic methods that are pinpointed by most companies for settling disputes are mentioned below:

Negotiation - Mediation - Conciliation – Arbitration

Negotiation: After a dispute is raised, it is advised that the disputed parties come together for a discussion to reach a mutually agreed solution using 'Negotiation' process between them. A Platform where buyers and sellers will communicate.

Mediation: In some cases, when negotiation is failed, 'Mediation' process is followed where a mediator tries to direct the discussion to reach a consensus but does not suggest any outcome. A middle party gets involved and again try to communicate with both parties to solve the problem.

Conciliation: But there are times where disputed parties will not mediate, and then a third party (A2I) known as conciliator tries to settle a dispute by providing multiple suggestions for reaching a common agreement. This process is known as 'Conciliation.'

Arbitration: There are events where all processes mentioned above are unable to settle a dispute, then a single person or a group of people known as arbitrators hear the case presented by disputed parties along with all supporting pieces of evidence. This process is termed as 'Arbitration.' All parties involved in a dispute need to be bind by the decision put forth by arbitrators. Arbitration helps in resolving a dispute privately instead of going to court. Below are some of the steps of how an ODR process would work online.

STEPS 1: Do you have a problem with a transaction? Raise a dispute

An online dispute can be raised either by a customer or a merchant for a particular transaction within a specified time span. Once a dispute is raised, parties involved in the dispute will be notified with the details of the dispute.

STEP 2. Negotiate to reach a mutual consensus

On the first instance, all disputed parties will communicate with each other and try to settle a dispute amicably by reaching a mutual agreement. The parties once satisfied will close the dispute.

STEP 3. Still not satisfied? Escalate an existing dispute to a claim

If any party is not satisfied with the terms negotiated for a dispute, may escalate the same to a claim within some specified time span.

STEP 4. Solve a claim with expert advisors

As soon as it gets escalated, a third party first understands the reason of claim and then asks for some supporting documents. After all documents are evaluated, the concerned person tries to direct the discussion towards a common agreement and may also provide some suggestions as part of the resolution process.

STEP 5. Close a claim

Once an agreement is reached, the claim is closed, and the third party freezes all documents to avoid any legal actions filed against them in future.

STEP 6. Want to arbitrate? Re-open a closed claim.

In case a disputed party is not satisfied, he can re-open a claim within a particular time frame. Once re-opened, the process of arbitration may follow to reach a settlement.



Using these steps, a generic ODR system can be outlined. While having an ODR process in place, the companies can save their money from being drained out due to different disputes. This also gives a sense of protection to buyers which increases their loyalty for the websites.

- Transfer of Knowledge (training), when appropriate;
- List of reports, Schedule of deliveries, period of performance;
- Data, facilities and local services to be provided by the Client, and
- Institutional arrangements

a. Buyer Seller Model

The ecosystem will facilitate transactions between the following:

- Rural consumers-Rural Sellers
- Rural sellers-urban buyers
- Urban sellers rural buyers

b. Role of the players:

Buyer/Agents	<ol style="list-style-type: none"> 1. Manage Buyer Escrow Account 2. Load Money into Escrow Account 3. Withdrawal Money From Escrow Account 3. View Orders 4. Create Dispute 5. Escalate Dispute
Seller	<ol style="list-style-type: none"> 1. Manage Seller Escrow Account 2. Withdrawal Money From Escrow Account 3. View Orders 4. Create Dispute 5. Escalate Dispute
Reviewer	<ol style="list-style-type: none"> 1. Manage All Escrow Accounts 2. View Orders 3. View All Disputes
API Users	User Credentials to connect with ecommerce Platforms.

c. Challenges to overcome and Accompanying Solutions

Compared to other countries, Bangladesh is a late entrant in E-Commerce. Yet, this sector observed tremendous growth within a short time. The rural parts of the country are rich in product diversification and unlike countries like India and China, the population in Bangladesh is dense and uniform. Hence comparatively huge barriers like language and cultural norms will not exist here, giving rise to a huge untapped potential that can be nurtured with a well thought out strategy

E-Commerce can be the next major driver of Economic development in rural areas, but there are some issues that need to be addressed, some of which include:



3. Payment

Over 80% of payment of the ecommerce deliveries are facilitated through cash on delivery model (Source derived from selective pool of representative ecommerce platforms and their transactions history). A majority of the consumers in the rural market are likely to make the payment for their purchases through cash. Cash handling and carrying will significantly ramp up the costs associated with each order, rendering the cost much higher than what's affordable by the rural consumers. Hence, an alternative payment system, that enables the customer to pay via cash and also, protects them against fraud sellers who might not deliver the goods and misuse the advance received from the seller. At the same time, the system must provide enough protection to the seller and ensure they receive their payments on time and are not losing out on their investments from delayed payments and inventory loss

Assuming that the customers do not have access to digital or online payment methods, and do not use bKash accounts on their phones, the best combination in this case can be an ESCROW Based system by a2i, combined with the MFS (Mobile Financial Service) wallets held by the UDC Agents. The only limitation in this case is the cash transaction limit set by MFS providers such as bKash per account in a day, which might not accommodate the bulk or volume transactions that ecommerce merchants and agents will have to perform every day.

The proposed payment system by a2i can handle online payments in escrow and values buyer protection above anything else. A typical purchase process using the a2i system will go as follows

- The buyer chooses a product and makes the payment to the seller via the payment system;
- The payment system, instead of transferring the money to the seller's bKash (or other) account immediately, keeps the money as escrow and informs the seller that the buyer has made the payment. At the time the money is neither directly controlled by the buyer nor the seller, but held in System's custody;
- The seller sends the product to the buyer;
- The buyer receives the product, and makes confirmation in their a2i ecommerce account
- A2i receives the buyer's confirmation and sends the money to the seller.

In cases where the buyer does not confirm the receipt, a2i can track the number of express deliveries to monitor the status of the product, and in case of no action from the buyers' side within a certain number of days (maybe 7 or 14 days) (counting since the status of the product becomes "signed and received"), the product will be automatically confirmed by the system and the money will be sent to the seller's bKash/a2i ecommerce account.

4. Logistics

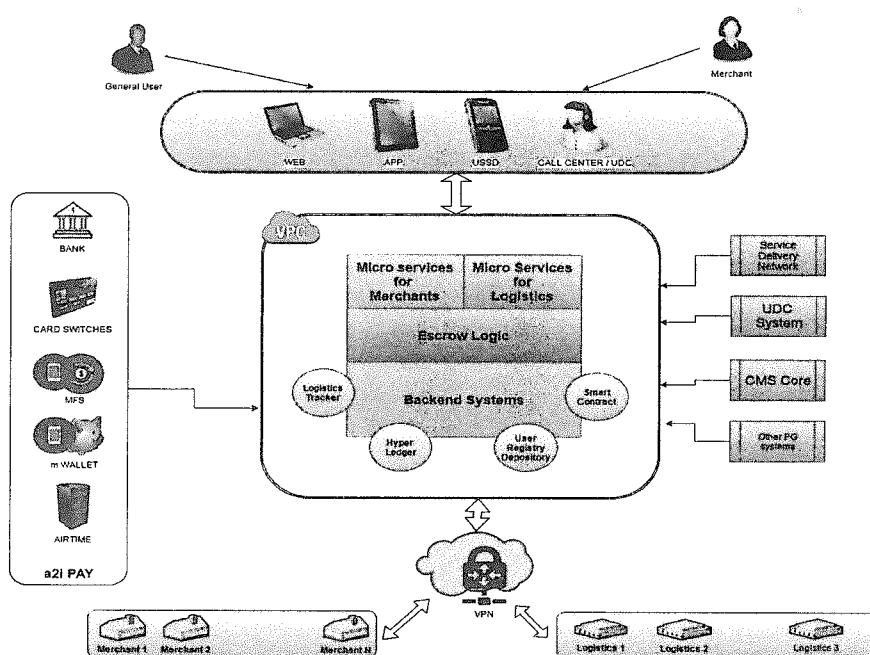
The delivery services of rural e-commerce products have to take into consideration several factors, some of which includes

- Where the goods are being shipped (from rural to urban or rural to rural or otherwise)
- What is the volume of goods that will be shipped from each union.
- What would be the policy for transporting perishable and fragile goods.
- What is the minimum volume and weight delivery partners can transfer, beside their bulk B2B shipping.
- What would be the policy for drop delivery (to customers' homes etc.)
- How can the orders be tracked from consumer or the seller's end?

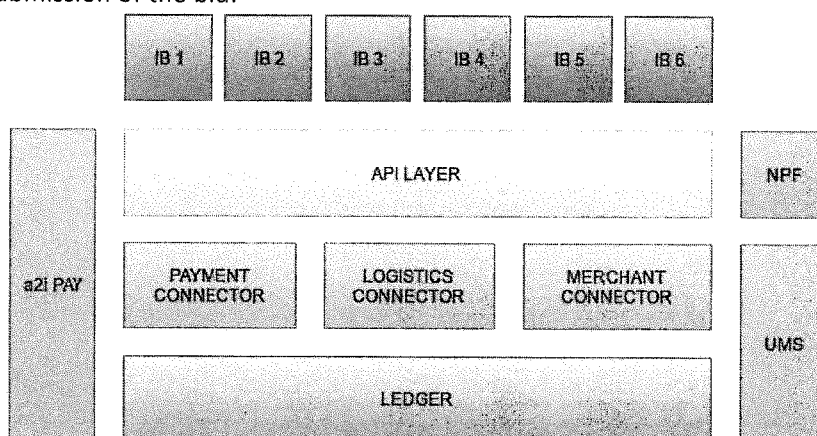


A2i will implement an “Assisted E- commerce Model”, whereby it will deploy a backend system which will seamlessly connect through API both with the UDC management system (Or provide a dashboard to the UDCs in one end and connect with the logistics partners like courier companies through API (or provide a basic tracking system in a GUI interface for logistics partners who do not currently have an IT infrastructure).Also, more importantly, this model will directly support the current prevalence of Cash on Delivery or CoD method, where the UDCs will only get payment after the product delivery by the customer, however, as a seller’s security measure, a part of the UDC’s existing mobile banking float can be used as “Escrow”.

5. Project Architecture



A2i recommends using a micro-service architecture while developing the solution. The demo logical diagram with a micro-service architecture is given below. The Respondent should submit its own logical diagram while submission of the bid.



Institutional Arrangement

N/A

Duration of the Work

Total Duration of the assignment is 1 Month. First 15 days for development, next 15 days for post development integration service. Deliverables and timeline are as follows:

Deliverables:

Sl.	Deliverable	TimeLine
1	Inception Report with detailed design	1 Week
2	Delivery of SRS of the system	
3	Development of ESCROW platform	1 Week
4	Pilot ,UAT and Hosting for pilot	1 Week
5	Incorporated feedback from pilot and Handover of the system	1 Week
	Total	1 Month

Location of Work: Bangladesh

Qualifications of the Successful Service Provider at Various Levels

As per RFP Document

Evaluation process:

As per RFP Document

Schedule of Payments:

As per RFP Document

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon

Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment _____

Reference: RFP-BD-2019-004

Dear Sir,

I declare that is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,

A handwritten signature in black ink, consisting of a stylized 'S' followed by a vertical line and a small flourish at the top.