



23 October 2019

REQUEST FOR PROPOSAL (RFP-BD-2019-049)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring firm for Govt. to Person (G2P) payment model development, testing and evaluation-SWAPNO**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Wednesday, November 06, 2019

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

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link:

<https://etendering.partneragencies.org>; using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest

Password: why2change

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

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

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

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (with file name less than 60 characters) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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

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A handwritten signature in black ink, appearing to be 'A. J.', with a horizontal line drawn through it.

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:

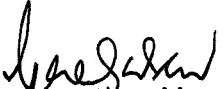
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,


Operations Manager
October 23, 2019

Description of Requirements

Context of the Requirement	<p>SWAPNO is a public-works and social transfer-based poverty graduation project that targets ultra-poor rural women who are widowed, divorced, abandoned or left with a disabled husband. The project does not only aim at lifting poor women out of poverty during the project period; it also helps them sustain with a higher income level after the end of project support. To achieve this goal, the focus is on future employability. The idea is that the set of skills learnt from training will help women invest their savings for productive purposes, which would yield a stream of income in years to come. In addition to self-employment, SWAPNO also helps place women in jobs in local Small and Medium Enterprises (SMEs) and private sector companies in the formal and informal sectors.</p> <p>While SWAPNO has demonstrated success, lessons show that women risk falling back into poverty as they are malnutrition, vulnerable to climate and disaster risks, and can risk facing gender-based violence by participating in a project that can be perceived to be challenging social norms. At the same time, the project has successfully piloted public-private partnerships that improve the women's skills and help place them in formal sector jobs; it also ran successful microplots that used mobile money for promoting financial inclusion and improving efficiency in the government-to-person (G2P) platform. The findings on mobile money will inform national policy on scaling up digital payments through G2P across Bangladesh.</p> <p>By integrating these lessons, SWAPNO's strategy to support women's access to decent employment, ensure discrimination-free environment in public work places, develop adaptive livelihoods and access to financial services for sustainable graduation from extreme poverty, and develop local government capacity to implement pro-poor projects. SWAPNO will achieve the following results:</p> <ul style="list-style-type: none"> ▪ Outcome 1: Increased income and assets by expanding options ▪ Outcome 2: Enhanced human capabilities for exercising choices ▪ Outcome 3: Strengthened resilience to shocks including disasters and climate change ▪ Outcome 4: Enhanced financial inclusion for equitable opportunities ▪ Outcome 5: Improved policies and mechanisms for sustaining SWAPNO's benefits
Implementing Partner of UNDP	LGD
Brief Description of the Required Services	Moving from cash based to digital payments has the potential benefits of making payments more efficient by lowering the cost of disbursing and receiving payments; increasing individuals' risk management capacity; increasing the privacy of payments; increasing

	<p>control over the funds received; increasing the security of payments and reducing the incidence of crimes associated with them; increasing the transparency of payments, and thus making it less likely for there to be leakage between the sender and receiver; increasing the speed of payments; and providing a first entry point into the formal financial system.</p> <p>The firm will conduct a secondary desk-based review of all available G2P platforms available in Bangladesh and larger South-East Asian Context. After which it will select a few of these models and learn their implementation mechanism in detail through stakeholder consultations to come up with a tentative G2P model. It will then conduct a feasibility test of the G2P model in SWAPNO implementation locations. Based on this survey, it will finalize the G2P model and design an implementation strategy to be piloted through SWAPNO project for a 6-month period. After the 6-month period, the firm will conduct an impact evaluation of the model and present a report analyzing the model and recommendations for replications and scale-up</p> <p>The assignment has four main objectives as detailed out:</p> <ul style="list-style-type: none"> • To develop a Government to Person (G2P) real-time payment model, which will minimize travel time, distance and cost, ensure transparency , allow for digital monitoring and verifying of all transactions and ensure formal financial inclusion of the users of the G2P Model. • Conduct a feasibility study of the G2P model to design implementation strategy. • Conduct an impact evaluation of the G2P model. <p>The four key objectives will be achieved through the following sub-activities:</p> <ol style="list-style-type: none"> 1. Secondary desk-based review of all available G2P platforms available in Bangladesh and larger South-East Asian Context to select best practice models for further analysis 2. Stakeholder consultations and workshops to analyse best practice models 3. Final report on best practice G2P models and tentative design of G2P model 4. Conduct feasibility study in SWAPNO project locations- Jamalpur, Lalmonirhat and Gaibandha 5. Based on feasibility study, finalize G2P model and implementation strategy 6. Conduct an impact evaluation of the G2P Model and recommend processes of replication and scale-up- Jamalpur, Lalmonirhat and Gaibandha 7. Organize dissemination policy workshop to share major findings and recommendations of final report 						
List and Description of Expected Outputs to be Delivered	<table border="1"> <thead> <tr> <th data-bbox="563 1906 1286 1977">Major Deliverables/Outputs</th><th data-bbox="1286 1906 1441 1977">Estimated # of days</th></tr> </thead> <tbody> <tr> <td data-bbox="563 1977 1286 2018">Workplan for entire process</td><td data-bbox="1286 1977 1441 2018">5</td></tr> <tr> <td data-bbox="563 2018 1286 2092">Stakeholder consultations and workshops to analyze opportunities and challenges for best practice G2P</td><td data-bbox="1286 2018 1441 2092">15</td></tr> </tbody> </table>	Major Deliverables/Outputs	Estimated # of days	Workplan for entire process	5	Stakeholder consultations and workshops to analyze opportunities and challenges for best practice G2P	15
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Workplan for entire process	5						
Stakeholder consultations and workshops to analyze opportunities and challenges for best practice G2P	15						



	models	
	Final report on best practice G2P models and present tentative G2P model	5
	Workplan, methodology and timeline for feasibility study of the G2P model in SWAPNO implementation areas	10
	Data collection tools, questionnaires, KIIs, FGDs for feasibility study	5
	Field data collection	10
	Based on feasibility study present final design of G2P model and implementation strategy	10
	Workplan, methodology and timeline for impact evaluation	5
	Data collection tools, questionnaires, KIIs, FGDs for impact evaluation	5
	Field data collection	10
	Impact evaluation and lessons learnt report	5
	Dissemination workshop to share major findings and recommendations	5
Person to Supervise the Work/Performance of the Service Provider	Project Manager, SWAPNO	
Frequency of Reporting	<i>As indicated in the ToR</i>	
Progress Reporting Requirements	<i>As indicated in the ToR</i>	
Location of work	<input type="checkbox"/> Exact Address/es <i>As indicated in the ToR</i>	
Expected duration of work	Duration of the assignment will be 3 months	
Target start date	November 2019	
Latest completion date	February 2020	
Travels Expected	<i>As indicated in the ToR</i>	
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others <i>[pls. specify]</i>	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency, BDT	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT	

Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<ul style="list-style-type: none"> ▪ 1st Payment: 20% of total contract value will be paid upon submission of inception report including agreed methodology and detailed work plan for the assignment. ▪ 2nd Payment: 50% of total contract value will be paid on completion of all data collection in the field and submission of clean data. ▪ Final Payment: 30% of the total contract value will be paid on completion and satisfactory delivery of all services and acceptance of the final report and product delivery by UNDP Bangladesh Country Office.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, SWAPNO
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 <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Minimum eligibility criteria of the consultancy firm:</p> <ul style="list-style-type: none"> • Business Licenses – Registration Papers, Tax Payment Certification, etc. • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; • 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; • Firm/organization must have at least 5 years of good track record/practical experiences in conducting research/ surveys/



studies of similar nature, i.e., financial inclusion, digital payments, etc.

- Previous experience of working with a UN agency/International/NGO/bilateral/donor/Government/Private corporate

Minimum qualification of the team leader and members:

Team Leader:

- Must have University Degree, - Economics/ Social science/ Business/finance;
- Must have at least 5 years' experience: Business sector/ Finance sector / Mobile financial service sector

Team members:

- Field coordinator and data enumerators must consist of a team of at least 20.
- Must have minimum bachelor's degree in social science/ economics/ research/business/finance/public policy, etc.
- Must have at least 5 years' experience: Study conduction and data collection experience/ event organization/ stakeholders identification capacity, interview conduction capacity

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

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

Technical Proposal (70%)

☒ Background experience/ Expertise of Firm

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

☒ Qualifications and competence of the key staff for the Assignment

BASIS OF TECHNICAL EVALUATION

Criteria	marking
Organization strength and relevant expertise	20
Understanding of the assignment, proposed approach and methodology	10
Work plan detailing out major activities, timeline and methodology	15
Qualification and experience of the team leader	15
Qualification and experience of the team members	10

Financial Proposal (30%)

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based

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	<p>on the cumulative method. The formula for the rating of the Proposals will be as follows:</p> <p>Rating the Technical Proposal (TP): TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p>Rating the Financial Proposal (FP): FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p>Total Combined Score: (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) =Total Combined and Final Rating of the Proposal</p> <p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors :
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)	<p>bd.procurement@undp.org</p> <p><i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 30 October 2019.</i></p> <p><i><u>"Queries on RFP-BD-2019-033"</u></i></p> <p>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.</p>
Other Information	<p>A pre-bid meeting will be held at IDB Bhaban, (19th floor), meeting room, on 30 October 2019 at 11:00 am for the clarification on the bidding document and ToR</p> <p>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.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria. Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

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

A. Proposed Methodology for the Completion of Services

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

B. Qualifications of Key Personnel

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

- 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/CV from each personnel that they are available for the entire duration of the contract.*

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

	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*

D. Cost Breakdown by Cost Component [This is only an Example, The file with the "FINANCIAL PROPOSAL" must be encrypted with a password]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
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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

Terms of Reference

1. GENERAL BACKGROUND

Digital payments directly contribute to financial inclusion. Studies show that broader access to and participation in the financial system can reduce income inequality, boost job creation, accelerate consumption, increase investments in human capital, and directly help poor people manage risk and absorb financial shocks. Use cases around the world have shown that rapid expansion of digital payments can foster financial inclusion.

Improvements in government payment programs that lead to higher levels of efficiency, safety and transparency can have a significant impact in the economy as a whole. Moreover, due to their scale and nature, government payments programs can also become an effective tool in the pursuit of other public policy objectives, such as the modernization of the national payments system or to promote financial inclusion for certain population segments.

2. PROJECT INTRODUCTION

SWAPNO is a public-works and social transfer-based poverty graduation project that targets ultra-poor rural women who are widowed, divorced, abandoned or left with a disabled husband. The project does not only aim at lifting poor women out of poverty during the project period; it also helps them sustain with a higher income level after the end of project support. To achieve this goal, the focus is on future employability. The idea is that the set of skills learnt from training will help women invest their savings for productive purposes, which would yield a stream of income in years to come. In addition to self-employment, SWAPNO also helps place women in jobs in local Small and Medium Enterprises (SMEs) and private sector companies in the formal and informal sectors.

While SWAPNO has demonstrated success, lessons show that women risk falling back into poverty as they are malnutrition, vulnerable to climate and disaster risks, and can risk facing gender-based violence by participating in a project that can be perceived to be challenging social norms. At the same time, the project has successfully piloted public-private partnerships that improve the women's skills and help place them in formal sector jobs; it also ran successful microplots that used mobile money for promoting financial inclusion and improving efficiency in the government-to-person (G2P) platform. The findings on mobile money will inform national policy on scaling up digital payments through G2P across Bangladesh.

By integrating these lessons, SWAPNO's strategy to support women's access to decent employment, ensure discrimination-free environment in public work places, develop adaptive livelihoods and access to financial services for sustainable graduation from extreme poverty, and develop local government capacity to implement pro-poor projects. SWAPNO will achieve the following results:

- Outcome 1: Increased income and assets by expanding options
- Outcome 2: Enhanced human capabilities for exercising choices
- Outcome 3: Strengthened resilience to shocks including disasters and climate change
- Outcome 4: Enhanced financial inclusion for equitable opportunities
- Outcome 5: Improved policies and mechanisms for sustaining SWAPNO's benefits

3. OBJECTIVES OF THE ASSIGNMENT/ SERVICE:

Government payments are still heavily reliant on cash. There are inherent costs associated with direct cash payments such as, higher administrative cost, lack of transparency, risks of theft, lack of monitoring and



verifying mechanisms, higher time and money required by recipients to travel to payment locations. There is also frequent aggravation at the point of payment collection on part of the recipients.

The main objective of the assignment are:

- To develop a Government to Person (G2P) real-time payment model, which will minimize travel time, distance and cost, ensure transparency , allow for digital monitoring and verifying of all transactions and ensure formal financial inclusion of the users of the G2P Model.
- Conduct a feasibility study of the G2P model to design implementation strategy.
- Conduct an impact evaluation of the G2P model.

4. SCOPE OF WORK:

Moving from cash based to digital payments has the potential benefits of making payments more efficient by lowering the cost of disbursing and receiving payments; increasing individuals' risk management capacity; increasing the privacy of payments; increasing control over the funds received; increasing the security of payments and reducing the incidence of crimes associated with them; increasing the transparency of payments, and thus making it less likely for there to be leakage between the sender and receiver; increasing the speed of payments; and providing a first entry point into the formal financial system.

The firm will conduct a secondary desk-based review of all available G2P platforms available in Bangladesh and larger South-East Asian Context. After which it will select a few of these models and learn their implementation mechanism in detail through stakeholder consultations to come up with a tentative G2P model. It will then conduct a feasibility test of the G2P model in SWAPNO implementation locations. Based on this survey, it will finalize the G2P model and design an implementation strategy to be piloted through SWAPNO project for a 6-month period. After the 6-month period, the firm will conduct an impact evaluation of the model and present a report analyzing the model and recommendations for replications and scale-up

The assignment has four main objectives as detailed out:

- To develop a Government to Person (G2P) real-time payment model, which will minimize travel time, distance and cost, ensure transparency , allow for digital monitoring and verifying of all transactions and ensure formal financial inclusion of the users of the G2P Model.
- Conduct a feasibility study of the G2P model to design implementation strategy.
- Conduct an impact evaluation of the G2P model.

The four key objectives will be achieved through the following sub-activities:

8. Secondary desk-based review of all available G2P platforms available in Bangladesh and larger South-East Asian Context to select best practice models for further analysis
9. Stakeholder consultations and workshops to analyse best practice models
10. Final report on best practice G2P models and tentative design of G2P model
11. Conduct feasibility study in SWAPNO project locations- Jamalpur, Lalmonirhat and Gaibandha
12. Based on feasibility study, finalize G2P model and implementation strategy
13. Conduct an impact evaluation of the G2P Model and recommend processes of replication and scale-up- Jamalpur, Lalmonirhat and Gaibandha
14. Organize dissemination policy workshop to share major findings and recommendations of final report

5. DELIVERABLES

As per RFP Document

6. GEOGRAPHICAL COVERAGE:

Strengthening Women's Ability for Productive New Opportunities (SWAPNO) project is being implemented by LGD in 99 Union Parishad of Jamalpur, Lalmonirhat and Gaibandha districts and earlier in 124 Union Parishads of Kurigram and Satkhira. 4,464 women beneficiaries were enrolled in the program

in 16 August 2015 and they completed project tenure on 15 February 2017. 2nd batch of 4464 women beneficiaries were enrolled in SWAPNO under 2nd cycle in November 2017 and completed their tenure in May 2019. 3rd batch of 3564 women beneficiaries will be enrolled from September 2019. Therefore, the study and pilot test should be operated considering geographical context of the mentioned districts and national policy framework.

7. PERIOD OF THE ASSIGNMENT

The duration of the assignment will be for 90 days (12 weeks)

8. INPUT FROM THE PROJECT

a) Beneficiary list

9. INSTITUTIONAL ARRANGEMENTS

- All activities must be conducted in collaboration and consultation with SWAPNO project office, Monitoring and Evaluation officer and Enterprise and Employment specialist.
- All costs related to this assignment including logistics, office arrangements, accommodation, etc. shall be borne by the contractor. UNDP shall pay the lump sum amount quoted in the financial proposal and shall be paid as achievement of milestones as per the TOR.
- Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the SWAPNO team along with a plan to remedy the delay.
- The contractor is expected to largely work from their own offices (local office Bangladesh) and attend meetings at SWAPNO office as and when required.

12 REQUIRED TECHNICAL EXPERIENCE FOR THE ASSIGNMENT

As per RFP Document

13 SELECTION CRITERIA

A cumulative analysis weighted-scoring method will be applied to evaluate the firm. Award of the contract will be made to the tenderer whose offer has been evaluated and determined as

- Responsive/ compliant/ acceptable with reference to this ToR, and;
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70:30 respectively (this is to reflect the high-level skills mix required)

Only firms obtaining a minimum of 70% of maximum obtainable score (49 points) in the technical analysis would be considered for financial appraisal, and ultimately therefore, for contracting.

Technical Proposal (70%)

To qualify in the technical evaluation a proposal must score minimum 70% (or 49) of the total obtainable score of 70. Obtained score will be expressed in percentage as follows –

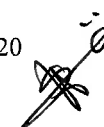
$$(\text{total score obtained by the offer} / \text{Max. obtainable score for technical evaluation}) \times 100$$

A cumulative analysis weighted-scoring method will be applied to evaluate the firm/organization. Award of the contract will be made to the tenderer whose offer has been evaluated and determined as

- Responsive/ compliant/ acceptable with reference to this ToR, and;
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70:30 respectively (this is to reflect the high-level skills mix required).

Selection Criteria of firm/Organization (technical Proposal):

As per RFP Document



Only firms obtaining a minimum of 70% in the technical analysis would be considered for financial appraisal, and ultimately therefore, for contracting.

Financial Proposal:

In the second stage, the price proposal of all the contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the "best value for money". The contract will be awarded to the contractor based on the cumulative method. The formula for the rating of the proposals will be as follows:

Rating the technical proposal (TP):

TP Rating = (Total Score Obtained by the offer/Max. obtainable score for TP) X100

Rating the financial proposal (FP):

FP Rating: = (Lowest priced Offer/Price of the offer Being Reviewed x100

Total Combined Score:

(TP Rating) x (Weighted of TP; e.g. 70%) +(FP Rating) x (Weighted of FP, e.g. 30%) = Total Combined and Financial rating of the proposal.

The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money.

14 SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS

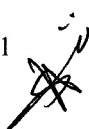
Remuneration of the successful contractor will be fixed and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this ToR. The price should take into account all HR costs and professional fees, travel costs, DSA, subsistence and ancillary expenses.

UNDP shall effect payments, by bank transfer to the Contractor's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be made in tranches based on the following percentages and milestones:

As per RFP Document

15 OTHER TERMS AND CONDITIONS

- The selected consultant should implement the work in coordination with the focal person of SWAPNO project. The consultant should prior inform the focal person on the schedule/programme to implement the assigned task.
- SWAPNO project the right to accept or reject any proposal without giving any verbal and/or written rationale
- All reports and documents prepared in relation to the assignment will be treated as SWAPNO project property
- The reports/documents or any part, therefore, cannot be sold, used and reproduced in any manner without prior written approval of SWAPNO project
- SWAPNO project or its representatives reserve the right to monitor the quality and progress of the work during the assignment



Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon

Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment _____

Reference: RFP-BD-2019-049

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,