

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: June 16, 2021
	REFERENCE: RFP-BD-2021-019

Dear Sir / Madam:

We kindly request you to submit your Proposal for Hiring a Firm for Mobile Application Development and Promotion of ekShopDelivery.com platform in Bangladesh

Proposals shall be submitted on or before 4.30 p.m. (local time) on Tuesday, June 29, 2021

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: <u>https://etendering.partneragencies.org</u>; 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 <u>MUST BE COMPLETELY SEPARATE</u> and <u>uploaded</u> <u>separately</u> 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. <u>The file with the</u> <u>"FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed</u> <u>until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found</u> to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to <u>submit the password to open the Financial Proposal.</u> 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.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

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 Firm/ NGO/ NGOs 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/business/protest-and-sanctions.html

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 :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Helmin

Rezwana Hoque Chaity Head of Procurement UNDP Bangladesh 6/16/2021

Description of Requirements

	Engaging with Institutions for Next Generation Governance and Resilience (EI4NGR)
Context of the Requirement	Project of UNDP aims at supporting public private partnerships including boosting the development of bankable projects; projects that can graduate from grants to over public and private sources of capital such as debt and equity. El4NGR is scouting projects that can graduate to become bankable and identified Aspire to Innovate (a2i) Programme pilots as possible candidates to be supported in becoming bankable. A2i builds on the Government of Bangladesh's efforts to introduce a citizen-centric culture of innovation in civil service to improve service delivery and make services more inclusive, affordable, reliable, and easier to access. This project provides support to establish institutional mechanisms and improve accountability to accelerate SDG achievements in Bangladesh. Among the pilots tested under UNDP a2i there is a digital transport platform supporting SMEs that shows promise to move from grant financing to a bankable project.
	Transport costs are the highest for supply chains in Bangladesh due to lack of optimization of services: trucks circulate below capacity; need for container diversification based on product, etc. COVID19 exacerbated this challenge as SMEs liquidity diminished and they cannot pay in advance transport costs to ship goods to main markets. UNDP's COVID Supply Chain Restoration Task Team of COVID Private Sector Platform identified the lack of a transparent transport system as a challenge to overcome. The solution identified is creating a digital platform for transparent supply chain by integrating transport services of multiple logistics companies in a single platform. Producers will input demand data (what they need to transport, and route) and logistics suppliers will input supply data (which trucks are moving, available capacity, and route). The digital platform will bring Fast Moving Consumer Goods (FMCGs), eCommerce platforms and SMEs to share trucks and costs maximizing efficiency and lowering costs for SMEs.
	EkShop Delivery platform aims to provide a data driven solution for maximizing space utility in their fleet, not only in a traditional way, but also by accumulating the distributed stakeholders and their assets around the country.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	As per ToR
List and	Technology Requirements:
Description of	Android Platform

Expected Outputs to be Delivered	iOS Platform		
Delivered	Deliverables	Tentative Deadlines	
	 Development APP Development for Mid Mile Operation Logistics console app development and integration Last Mile console app integration 	2 nd week of September 2021	
	 Promotion & Business model codification Social media and Internet promotions to 1.5 Million potential reach Document business model and impact data for market linkage and marketing to investors. Preparing presentations for investors meetings. 	4 th week of October 2021	
Person to Supervise the Work/Performa nce of the Service Provider	The work will be closely overseen by EM Solution Architec coordination with Private Sector engagement Specialist, UN model and bankability components.		
Frequency of Reporting	As indicated in the ToR		
Progress Reporting Requirements	As indicated in the ToR		
Location of work	 Exact Address/es As indicated in the ToR 		
Expected duration of work	The duration of this assignment is for 90 days over 3.5 months from July to October, 2021.		
Target start date	2 nd Week of July, 2021		
Latest completion date	4 th week of October, 2021		
Travels Expected	As indicated in the ToR		
Special Security Requirements	 Security Clearance from UN prior to travelling Completion of UN's Basic and Advanced Security Training Comprehensive Travel Insurance Not applicable 		

	Others [pls. specify]
Facilities to be	
Provided by	Office space and facilities I and Transportation
UNDP (i.e.,	Land Transportation
must be	⊠ Others As per ToR
excluded from	
Price Proposal)	
Implementatio	⊠ Required
n Schedule	
indicating	Not Required
breakdown and	
timing of	
activities/sub-	
activities	
Names and	⊠ Required
curriculum	
vitae of	□ Not Required
individuals who	
will be involved	
in completing	
the services	
Currency of	United States Dollars USD or,
Proposal	\Box Euro
	☑ Local Currency BDT
Value Added	⊠ must be exclusive of VAT and other applicable indirect taxes.
Tax on Price	
Proposal	As per Article II, Section 7, of the Convention on the Privileges and immunities provides, that the United
	Nations including UNDP as a subsidiary organ of General Assembly of the United Nations, is exempt from
	all direct taxes, custom restriction, duties for its official use. UNDP will provide the contractor a VAT Exemption Certificate covering the subject procurement.
	VAT/Tax amount should be shown in a separate line.
Validity Period	□ 60 days
of Proposals	\boxtimes 90 days
(Counting for	
the last day of	□ 120 days
submission of	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
quotes)	shall then confirm the extension in writing, without any modification whatsoever on
	the Proposal.
Partial Quotes	⊠ Not permitted
L	

Payment Terms	Deliverables	Timeline	% of payment	
	Upon submission of fully developed w deliverables:	eb portal which includes	all these	
	 Development APP Development for Mid Mile Operation Logistics console app development and integration Last Mile console app integration 	At the end of 60 working days from the awarding of the project (Tentative date: 15 th September 2021)	50%	
	 Promotion Social media and Internet promotions to 1.5 Million potential reach Preparing presentations for investors meetings. 	At the end of 90 working days from the awarding of the project (Tentative date: 30 th October 2021)	50%	
Person(s) to review/inspect/ approve outputs/compl eted services and authorize the disbursement of payment	The vendor will be working closely with Project of UNDP Bangladesh. The Team Le to review and approve the performance/a Engagement Specialist UNDP for the B component.	eader of ek-Shop Team wi ctivities in coordination wi	ll be respons th Private Se	sible ector
Type of Contract to be Signed	 Purchase Order Institutional Contract Contract for Professional Services Long-Term Agreement Other Type of Contract 			
Criteria for Contract Award	 Lowest Price Quote among technically in this price Quote among technically in the distribution) Full acceptance of the UNDP Contract Quise a mandatory criterion and cannot be derequired. Non acceptance of the GTC may Proposal. 	70% technical offer and 3 General Terms and Conditi leted regardless of the na	ons (GTC). T ture of servi	Гhis

Criteria for the Assessment of	Evaluation and comparison of proposals: proposals will be screened based on the		
Proposal	below:		
	Minimum eligibility criteria of the consultancy Firm:		
	Business Licenses – Registration Pap	ers, Tax Payment Certification, etc.	
		mpany is not in the UN Security Council vision List or Other UN Ineligibility List;	
	 The Firm must have Minimum 05 (Fi field with design, development, and software projects in the field of tran mobile application software. The ver certificate of those assignments with 	implementation of at least one sport or logistics-based web-based/ ndor should provide completion	
	function where all the design,	n digitalization/ automation of a service development, implementation, and oftware Development Life Cycle (SDLC)) vide work completion certificate).	
	 Experience in working with Go Agencies/UN/Corporate sector. 	overnment/International Development	
	• Firm profile (which should not be nature of business, field of expertise	more than 15 pages) – describing the e, licenses etc.	
	 Minimum 2 years latest audited fina proposal. (English translation is requi languages). 	ncial statement to be attached with the ired for documents if it is in other	
	Team Composition: For proper execution of the project i.e. system development, the vendor shall include at least the following HR positions as minimum project team requirements:		
	Position No. of Person		
	Project Manager	1	
	Software Architect	1	
	Database Administrator	1	
	Sr. Developer Android	1	

Totals	10
QA Expert (Test Engineer)	1
UI/UX Designer	1
System Administrator	1
Developer iOS	1
Developer Android	1
Sr. Developer iOS	1

Minimum eligibility criteria of the key personnel: As per Annex 2 and ToR

CV of the aforementioned positions must be attached along with commitment letter.

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.

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

Technical Proposal (70%)

⊠Background experience/ Expertise of Firm/ NGO

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	Max. Points
Technical	
1. Overall experience and Expertise of the organization/Firm	150
1.1: Experience of design, development, and implementation experience of logistics-based mobile app in public/private sector.	80
1.2: Organization Profile, administrative and financial management structure, and strength	70
2. Expertise of Key personnel	200

 Project Manager Software Architect Database Administrator and System Administrator. 2.2: Relevant experience of Sr. Developer Android, Sr. Developer iOS, Developer Android and 	80
 Database Administrator and System Administrator. 2.2: Relevant experience of Sr. Developer Android, Sr. Developer iOS, 	80
 System Administrator. 2.2: Relevant experience of Sr. Developer Android, Sr. Developer iOS, 	80
 Sr. Developer Android, Sr. Developer iOS, 	80
 Sr. Developer iOS, 	
 Developer Android and 	
 Developer iOS 	
2.3: Relevant experience of • UI and UX Designer and	20
 OF and OX Designer and QA Expert 	
3. Methodology proposed in the technical proposal	350
3.1: Demonstration of the understanding of the assignment & proposed solution design for the technical development	120
3.2: Technical approach and methodology of the development and maintenance support work	100
3.3: Proposed staffing and work plan with detailed staff engagement schedule	60
3.4: Change request/quality control (SDLC) mechanism	40
3.5: Risk Management & Overall flexibility	30
TOTAL Weight	70%

	=Total Combined and Final Rating of the Proposal.	
UNDP will award the contract to:	One and only Service Provider	
Annexes to this RFP	 ☑ Form for Submission of Proposal (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3) ☑ Detailed TOR (Annex 4) 	
Image: Written Self-Declaration (Annex 5) Email to : bd.procurement@undp.org Contact Person		
for Inquiries (Written inquiries only)	Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 22 June 2021, CoB:	
	<u>"Queries on RFP-BD-2021-019"</u> 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	Pre-bid Meeting will be Conducted as per detail below: Date: Tuesday, 22 June 2021 Time: 11:00 AM Bangladesh time Venue: ONLINE (Through Zoom Meeting)	
	Click and join: https://undp.zoom.us/j/81989793376?pwd=b28zekNvTGJmYUhsdXBacDUwczRDdz 09&from=addon;	
	or, Join Zoom Meeting (Click)	

Annex 2

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:

Minimum eligibility criteria of the consultancy Firm:

- Business Licenses Registration Papers, Tax Payment Certification, 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;
- The Firm must have Minimum 05 (Five) years of experiences in relevant field with design, development, and implementation of at least one software projects in the field of transport or logistics-based web-based/ mobile application software. The vendor should provide completion certificate of those assignments with the proposal.
- Minimum 1 (One) project must be in digitalization/ automation of a service function where all the design, development, implementation, and maintenance support covering full Software Development Life Cycle (SDLC)) services were provided. (Please provide work completion certificate).
- Experience in working with Government/International Development Agencies/UN/Corporate sector.
- Firm profile (which should not be more than 15 pages) describing the nature of business, field of expertise, licenses etc.
- Minimum 2 years latest audited financial statement to be attached with the proposal. (English translation is required for documents if it is in other languages).

Minimum eligibility criteria of the key personnel:

SL	Position QTY	Job Description	Qualification & Experience
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1	Project Manager	1	 Business model development. Manage project execution to ensure adherence to budget, schedule, and scope. Monitor or track project milestones and deliverables. Confer with project personnel to identify and resolve problems. Develop and manage work breakdown structure (WBS) of information technology projects. Submit project deliverables, ensuring adherence to quality standards. 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant disciplines from any reputed University. ii) Should have minimum 06 years of experience in managing IT (Software Development) projects iii) Must have minimum 2 IT /ICT enabled software projects management (Design, Development and Implementation) experience with any corporate/international/government client.
2	Software Architect	1	 Collaborate with team members to determine best practices and requirements for software. Oversight and approval of all final programs and products before formal launch. Actively seek ways to improve business software processes and interactions. Prepare an easy to understand report for supervisors detailing achieved milestones and short-term project goals 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 05 years of experience in the field of Software architecture design and analysis for ICT based application and Software project. iii) Must have minimum 2 ICT enabled Application or software project experience in the field of Software architecture design
3	Database Administra tor	1	 I. Install and maintain the performance of database servers. II. Develop processes for optimizing database security. III. Set and maintain database standards. IV. Manage database access. V. Performance tuning of database systems. VI. Install, upgrade, and manage database applications. VII. Diagnose and troubleshoot database errors 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 05 years of experience in the field of database design, data normalization, data analysis, database management and administration for ICT based applications or Software project. iii) Must have minimum 2 ICT enabled application or software or applications projects experience in the field of Database related skills.
4	Sr. Developer (Android)	1	 I. Identify user and system requirements for new websites and applications. II. Prioritize software development projects, set timelines and assign tasks to team members. III. Create wireframes to decide on layout. IV. Write or review code for various applications. V. Run functionality testings' and debug code. 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 03 years of experience in the field of web-based software programming/coding/scripting for ICT based application or Software development. iii) Must have minimum 2 ICT enabled Mobile android application or software project experience in the field of web-based software programming/coding/scripting as a core development team member.

			VI. Oversee junior web developers and evaluate their performance	
5	Sr. Developer (iOS)	1	 I. Identify user and system requirements for new websites and applications. II. Prioritize software development projects, set timelines and assign tasks to team members. III. Create wireframes to decide on layout. IV. Write or review code for various applications. V. Run functionality testings' and debug code. VI. Oversee junior web developers and evaluate their performance 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 03 years of experience in the field of web-based software programming/coding/scripting for ICT based application or Software development. iii) Must have minimum 2 ICT enabled Mobile android application or software project experience in the field of web-based software programming/coding/scripting as a core development team member.
6	Developer (Android)	1	 I. Coding and debugging. II. Designing and testing computer structures. III. Troubleshooting system errors. IV. Writing computer instructions. V. Managing database systems. VI. Maintaining operating systems. VII. Editing source-code. VIII. Profiling and analyzing algorithms. 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 02 years of experience in the field of software programming/coding/scripting for web-based application or Software development. iii) Must have minimum 2 ICT enabled mobile android application or software project experience in the field of web-based software programming/coding/scripting as a core development team member.
7	Developer (iOS)	1	 I. Coding and debugging. II. Designing and testing computer structures. III. Troubleshooting system errors. IV. Writing computer instructions. V. Managing database systems. VI. Maintaining operating systems. VII. Editing source-code. VIII. Profiling and analyzing algorithms. 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 02 years of experience in the field of software programming/coding/scripting for web-based application or Software development. iii) Must have minimum 2 ICT enabled mobile iOS application or software project experience in the field of web-based software programming/coding/scripting as a core development team member.

8	System Administra tor	1	 I. Install and configure software and hardware. II. Manage network servers and technology tools. III. Set up accounts and workstations IV. Monitor performance and maintain systems according to requirements. V. Troubleshoot issues and outages. 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University ii) Should have minimum 4 years of experience in the field of system administration especially on operating system installation, configuration and deployment, should have experience on data backup and user management system. iii) Must have minimum 2 ICT enabled application or software project experience in the field of system administration
9	UI and UX Designer	1	 I. Analyze customer responses and website data to determine high traffic web pages and why some perform better than others. II. Design the aesthetics to be implemented within a website or product, from the layout menus and drop-down options to colors and fonts. III. Build storyboards to conceptualize designs and convey project plans to clients and management. IV. Account for and track the human- computer interaction (HCI) element of a design. 	I. Minimum graduation in any subject. II. Minimum 2 years' Experience in developing UI for web and APP
10	QA Expert	1	 I. Outline quality assurance policies and procedures. II. Interpret and comply with quality assurance standards. III. Make sure that quality assurance standards are adequate. IV. Elaborate the procedures of sampling and guidelines for collection and reporting quality data. 	 i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any reputed University. ii) Should have minimum 2 years of experience in the field of software Quality assurance in web-based application or Software development. iii) Must have minimum 2 ICT enabled applications or software project experience in the field of software Quality assurance.

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

The Firm/ NGO/Agency 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.

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

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 from each personnel that they are available for the entire duration of the contract.

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

D.

SL	Deliverables/ Instalments	Tentative Deadline	Payments (% of Total)	Amount in BDT
1	 1st Instalment: Development APP Development for Mid Mile Operation Logistics console app development and integration Last Mile console app integration 	At the end of 60 working days from the awarding of the project (Tentative date: 15 th September 2021)	50%	
2	 2nd Instalment: Promotion Social media and Internet promotions to 1.5 Million potential reach Preparing presentations for investors meetings. 	At the end of 90 working days from the awarding of the project (Tentative date: 30 th October 2021)	50%	

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [*This is only an Indicative Example. Bidder is expected to submit financial proposal according to proposed proposal*]:

Description of Activity	Daily Fees in BDT	Total Period (in days) of Engagement	No. of Personnel	Total Rate in BDT
I. Personnel Services				
Project Manager			1	

Software Architect			1	
Database Administrator			1	
Sr. Developer (Android)			1	
Sr. Developer (iOS)			1	
Developer (Android)			1	
Developer (iOS)			1	
System Administrator			1	
UI and UX Designer			1	
QA Expert			1	
Other staff related cost as applicable, i.e. other office staff etc.				
TOTAL CONSULTANCY FEES IN BDT	•	1		

*The Firm could add other staff if required in the proposal with proper justification.

** Please indicate position as applicable.

II. Reimbursable Fees:

No.	Description	Unit	**QTY	No. of Personnel to Travel	Unit Price in BDT	Total Price in BDT
1	Administrative and Logistics Costs (in line with ToR requirement)					

2	Miscellaneous:					
2.1	Transportation (local)/Travel cost	Lump Sum				
2.2	Stationery and related costs	Lump Sum				
2.3	Equipment and related items	Lump Sum				
2.4	Communication	Lump Sum				
2.5	Other utility cost	Lump Sum				
2.6	.6 Other cost, if applicable As required					
Tota	Total Reimbursable Costs in BDT:					

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

Annex 3

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-àvis the United Nations Development Programme (UNDP). The Contractor's personnel and subcontractors 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.

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 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

Hiring a Firm for Mobile Application Development and Promotion of ekShopDelivery.com platform

Project Title: Engaging with Institutions for Next Generation Governance and Resilience. (EI4NGR) Project Description:

Engaging with Institutions for Next Generation Governance and Resilience (EI4NGR) Project of UNDP aims at supporting public private partnerships including boosting the development of bankable projects – projects that can graduate from grants to over public and private sources of capital such as debt and equity. EI4NGR is scouting projects that can graduate to become bankable and identified Aspire to Innovate (a2i) Programme pilots as possible candidates to be supported in becoming bankable. A2i builds on the Government of Bangladesh's efforts to introduce a citizen-centric culture of innovation in civil service to improve service delivery and make services more inclusive, affordable, reliable, and easier to access. This project provides support to establish institutional mechanisms and improve accountability to accelerate SDG achievements in Bangladesh. Among the pilots tested under UNDP a2i there is a digital transport platform supporting SMEs that shows promise to move from grant financing to a bankable project. This TOR focuses on supporting the digital transport platform in becoming bankable.

Scope of Services, Expected Outputs and Target Completion:

Background of the assignment

Transport costs are the highest for supply chains in Bangladesh due to lack of optimization of services: trucks circulate below capacity; need for container diversification based on product, etc. COVID19 exacerbated this challenge as SMEs liquidity diminished and they cannot pay in advance transport costs to ship goods to main markets. UNDP's COVID Supply Chain Restoration Task Team of COVID Private Sector Platform identified the lack of a transparent transport system as a challenge to overcome. The solution identified is creating a digital platform for transparent supply chain by integrating transport services of multiple logistics companies in a single platform. Producers will input demand data (what they need to transport, and route) and logistics suppliers will input supply data (which trucks are moving, available capacity, and route). The digital platform will bring Fast Moving Consumer Goods (FMCGs), eCommerce platforms and SMEs to share trucks and costs maximizing efficiency and lowering costs for SMEs.

EkShop Delivery platform aims to provide a data driven solution for maximizing space utility in their fleet, not only in a traditional way, but also by accumulating the distributed stakeholders and their assets around the country. Many of the transportation resources being kept unutilized or unused due to the lack of information sharing and systematic composition among the demand and supplies. EkShop Delivery

offered business continuity services to SMEs by reaching online 1.05 million SMEs and complemented this online outreach with a call center service that reached 5,300 SMEs. Additional results were achieved in the form of 1. Partnership building across logistic service providers and FMCGs; and 2. Business modeling testing. Both these results have strong potential to lead to strengthening the private sector partnerships.

Main Objectives of the assignment

This project aims to provide a data driven solution for maximizing space utility in their fleet, not only in a traditional way, but also by accumulating the distributed stakeholders and their assets around the country. Many of the transportation resources being kept unutilized or unused due to the lack of information sharing and systematic composition among the demand and supplies. The plan for the next phase aims at transforming the digital trade platform into a bankable project and it includes:

- Additional test runs with FMCGs to finalize the business model
- On-boarding more service providers and more SMEs proposing both last mile, mid mile and first mile packages;
- Enhancing platform support to the off-line transport service providers to bring effectiveness in operations and pricing helping them to manage empty return vehicle and space.
- Operational expenses to acquire more merchants.

Scope of Work

While not exhaustive, the following basic requirements for the platform have been identified:

- 1. APP Development for Mid Mile Operation
- Demand data
- Supply data
- CBM/KG utilization
- Service rating/ review
- ETA (estimated time of arrival) commitment vs expectation data
- Dynamic pricing based on priority, shipping mode, unloading patterns
- Vehicle capacity/type
- 2. Logistics console app development and integration
- Automated route optimization
- Manual route assignment
- Single depot planning
- Drivers return-to-depot optimization
- Route panel
- Driver overtime optimization tolerance
- Timeslot allowed earliness and lateness optimization tolerance
- Dynamic pickups and delivery
- 3. Last Mile console app integration
- iOS and Android driver / agent App

- Task list and map view
- Driver status
- Google Maps and Waze navigation
- Driver manual route re-order
- Driver event log
- 4. Promotion
- Social media and Internet promotions to 1.5 Million potential reach
- 5. Language Support

System's default language will be Bangla. The system should support multilingual option i.e. Bangla and English for both the Web version and mobile application. All the user interfaces will be able to display, and input controls can take input both in Bangla and English. System/App users can choose and set his/her preferred language in profile setting for the system interfaces. The system should support Unicode for the Bangla Language.

a. Codifying and documenting business model Document business model and impact data for market linkage and marketing to investors.

Technology Requirements

- Android Platform
- iOS Platform

Institutional Arrangement

The work will be closely overseen by EM Solution Architecture Specialist, a2i in coordination with Private Sector engagement Specialist, UNDP for the business model and bankability components.

Duration of the Work

Total duration of the project is 90 Days over 3.5 Months

Expected Deliverables

Deliverables	Timeline		
Development	At the end of 60		
 APP Development for Mid Mile Operation Logistics console app development and integration Last Mile console app integration 	working days from the awarding of the project		
 Promotion & Business model codification Social media and Internet promotions to 1.5 Million potential reach 	At the end of 90 working days from the awarding of the project		

Document business model and impact data for market linkage a	d
marketing to investors.	
 Preparing presentations for investors meetings. 	

Supervision and Performance Evaluation:

The vendor will be working closely with ekShop Team of Aspire to Innovate Project. The Team Leader of ek-Shop Team will be responsible to review and approve the performance/activities in coordination with Private Sector Engagement Specialist UNDP for the business model and investor marketing component. **Location of Work**: Bangladesh.

Annex 5

Declaration

Date:

United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: Hiring a Firm for Mobile Application Development and Promotion of ekShopDelivery.com platform in Bangladesh

Reference: RFP-BD-2021-019

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,