

## **REQUEST FOR PROPOSAL (RFP)**

	DATE: <b>January 22, 2018</b>
NAME & ADDRESS OF FIRM	REFERENCE: UNDP Project - Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan (Project 000995571)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Design and Development of the Case Management Web System of The Office of The Personal Data Protection Inspector** 

Please be guided by the form attached hereto as **Annex 2**, in preparing your Proposal. All interested bidders are requested to submit an acknowledgement letter no later than 29<sup>th</sup> of January 2018 to Ms. Nino Chichinadze at the following e-mail address <u>nino.chichinadze@undp.org</u> to receive detailed technical task available in Georgian Language only.

Proposals may be submitted on or before at **4:00 PM** <u>Monday</u>, <u>February 05</u>, <u>2018</u> and courier mail to the address below:

## 9, Eristavi Street, Tbilisi, Georgia - UN House 1st floor United Nations Development Programme

Quotations must be submitted signed, stamped in sealed envelopes.

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. <u>Proposals that are received by UNDP after the deadline indicated above</u>, for whatever reason, shall not be considered for evaluation.

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 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: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

**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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Rusudan Tushuri

Programme Coordinator

UNDP Programme Access to Justice and Human Rights Protection

# **Description of Requirements**

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Context of the Requirement	The JP UN JP Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissionaire on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP. This project responds to the objectives agreed with the beneficiaries, namely seeks to strengthen human-rights protection in areas prioritized by EU-Georgia agreements, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information. Detailed information on the project is given in TOR – Annex 4
Brief Description of the Required Services	The EU-UN Joint Project "Human Rights for All" wishes to support Office of the Personal Data Protection Inspector (PDPI) in creation of the special Case Management System
	Refer to <b>Annex 4</b> for Detailed Description of Services and Terms of Reference.
List and Description of Expected Outputs to be Delivered	Deliverable 1:  1. Database Architecture and Plan 2. Designs of the Web System  Deliverable 2: 1. Development and pilot launch of the fully functional Web system (beta version)  Deliverable 3 1. Testing and bug fixing of the Web System; 2. Actual Launch of the Case Management System; 3. Preparation of technical instructions and User Manuals; 4. Training of the respective staff of the Office of the Personal Data Protection Inspector.
Person to Supervise the Work/Performance of the Service Provider	UNDP - Human Rights and Access to Justice Programme Coordinator and official representative from Personal Data Protection Inspector Office
Frequency of Reporting	Monthly reports during project implementation and progress reports upon submission of each deliverable – 3 (three) times
Progress Reporting Requirements	Upon completion of each deliverable
Location of work	☑ At Contractor's Location
	Except training - shall be provided at the Office of the Personal Data Protection Inspector (Tbilisi, Vachnadze street #7)
Expected duration of work	24 Weeks
Target start date	February 2018
Latest completion date	No later than September 2018
Travels Expected	N/A
Special Security Requirements	N/A

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A											
Implementation Schedule indicating breakdown and timing of activities/sub- activities	☑ Required											
Names and curriculum vitae of individuals who will be involved in completing the services	☑ Required											
Currency of Proposal	☑United States Dollars	☑United States Dollars										
	Payment will be done in loca converted based on the UN of payment.											
Value Added Tax on Price Proposal	☑must be <b>exclusive of VAT</b> and other applicable indirect taxes											
Validity Period of Proposals (Counting for the last day of submission of quotes)	☐ 90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.											
Partial Quotes	☑ Not permitted	•										
Payment Torms	Outputs	Percent	Timing	Condition for Payment Release								
Payment Terms	Deliverable 1:  1. Database Architecture and Plan 2. Designs of the Web system	20%	4 Weeks	Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written								
	Deliverable 2:  Pilot launch of the fully functional Web system (beta version)	acceptance (i.e., not mere receipt) of the quality of the outputs and delivery-										
	<ol> <li>Deliverable 3</li> <li>Testing and bug fixing of the Web System;</li> <li>Actual Launch of the Case Management System;</li> <li>Preparation of technical instructions and User Manuals;</li> <li>Training of the respective staff of the Office of the Personal Data Protection Inspector.</li> </ol>	20%	24 Weeks	acceptance act signed by official representation of PDPI  b) Receipt of invoice from the Service Provider.  c) All contractual payments will be made in GEL according to UN Official Rate of Exchange at the date of payment.								

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Coordinator of UNDP, Office of Personal Data Protection and UNDP DG Team Leader						
Type of Contract to be Signed	☑ Contract for Professional Services						
Criteria for Contract Award	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)						
	Proposals shall obtain at least 490 points out of the total 700 to be considered technically qualified.						
	☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion 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	Technical Proposal (70%) – 700 points						
Assessment of Proposal	☑ Expertise of the Firm 21% - 210 points						
1100034	☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 28% - 280 points						
	☑ Management Structure and Qualification of Key Personnel 21% - 210 points						
	Financial Proposal (30%)- 300 points						
	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.						
	For further details, please refer to Technical Proposal Evaluation Form (Annex 5).						
	The Technical Proposal is evaluated on the basis of its responsiveness to the Term of Reference (ToR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.						
UNDP will award the contract to:	☑ One and only one 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)						
	☑ Technical Proposal Evaluation Form (Annex 5)						
	☑ Implementation Schedule (Annex 5)						
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Contact Person for Inquiries (Written inquiries only)	Nino Chichinadze  Admin/Finance Associate  nino.chichinadze@undp.org Cc: procurement.geo@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL1

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)

[insert: Location].

[insert: Date]

To: Rusudan Tushuri, Coordinator of Human Rights Protection and Access to Justice Programme 9 Eristavi Street (UN House)

Tbilisi 0179

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:

## A. Qualifications of the Service Provider

The Service Provider must have:

- 1. At least 3-year experiences in digital solution development area (minimum requirement).
- 2. Experience in developing at least 5 complex web systems with the same scale, (at least one should be developed for state agencies) (*minimum requirement*).
- 3. Financial Capacity of the organization minimum 150,000 USD annual turnover (minimum requirement);
- 4. At least 2 letters of recommendation from previous contract providers (minimum requirement).

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

- 1. Profile describing the nature of business, field of expertise;
- 2. Business Licenses Tax Payment Certification, etc.;
- 3. Letter certifying that no debt towards budget exists;
- 4. An extract from the Entrepreneurial Register;
- 5. Bank Letter on annual turnover on past two (2) years
- 6. Detailed Bank Requisites;
- 7. Company Qualification record (Track Record) list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;

## B. Proposed Methodology for the Completion of Services

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

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal based on the following:

a) Technical Approach and Methodology: The Proposer should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. Proposer should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

<sup>&</sup>lt;sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Proposer should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. – Company shall fully answer to the ToR requirement (as per Annex 4)

b) Work Plan: In this chapter the Proposer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here

## C. Qualifications of Key Personnel

The Service Provider must provide:

Organization and staffing of the team for this assignment: In this chapter, Proposer should propose the structure and composition of the team, which will be deployed for this assignment. Proposer should list the main disciplines of the assignment, the key personnel responsible and proposed technical and support staff along with their curriculum vitae (CVs).

- 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.

<u>Company shall propose at least one team leader (project manager), two web developers, one web designer and one tester persons.</u>

<u>Structure with clearly defined roles must be provided.</u>

**Team Leader** (project manager) shall have at least 5 years of experience in managing similar projects (minimum requirement);

**Senior Web developer (System architect)** shall have at least 5 years of experience in software development field, and participated in the minimum 3 projects with the same complexity.

**Web developers (minimum 2 specialists)** and **web-designer** shall each have at least 3 years of experience in their respective fields (CVs shall include names of projects undertaken by the person) **(minimum requirement)**;

## One member of the team can perform more than one role in the project.

Other supporting staff – companies may propose other staff per their consideration, but their responsibilities shall clearly be defined and experience shall comply with minimum requirements of both positions.

## D. Cost Breakdown per Deliverable\*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1: 1. Database Architecture and Plan 2. Designs of the Website	20 %	
2	<ul><li>Deliverable 2:</li><li>1. Pilot launch of the fully functional Web system (beta version)</li></ul>	60 %	
3	<ol> <li>Deliverable 3</li> <li>Testing and bug fixing of the Web System;</li> <li>Actual Launch of the Case Management System;</li> <li>Preparation of technical instructions and User Manuals;</li> <li>Training of the respective staff of the Office of the Personal Data Protection Inspector.</li> </ol>	20%	
	Total	100%	

<sup>\*</sup>This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component (for Example):

Description of Activity	Remuneration in USD* per Working Day (A)	Total Period of Engagement (in Days) (B)	No. of Personnel (C)	Total Rate in USD* (D) = A x B x C
I. Personnel Services				
Team Leader (project manager)				
System Architect				
Web designer				
Web Developer				
[other staff if applicable, please specify]				
Sub-Total				
II. Other Related Costs (Please specify)				
SSL Certificate				
Sub-Total				
TOTAL				

<sup>\*</sup>For submissions in other currencies please indicate the currency as applicable

Note: Cost for additional technical staff and other related costs can be subject to review and approval from UNDP side.

[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 fulfil 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.
- 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 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**

## Design and Development of the Case Management Web System of The Office of The Personal Data Protection Inspector

Tbilisi, Georgia

## **Objectives**

The main objective of the project is to develop the Case Management System for the Personal Data Protection Inspector's Office.

The main directions of the Personal Data Protection Inspector's Office are:

- ✓ **Consulting** public and private institutions as well as individuals about personal data protection;
- ✓ **Inspection** of data process in public and private institutions, giving instructions and / or recommendations based on the results received and / or applying sanctions;
- ✓ Review of complaints /statements regarding possible infringements of personal data according to the legislation;
- ✓ Issuance of **permits** regarding personal data transfer;
- ✓ Participate in the **court disputes** in case of appeal of decisions made by the Inspector;
- Recording and analysing the **notifications/messages** about potential infringements of personal data legislation, identify potential offenders to plan inspections and preventive measures.
- ✓ **Production of file system catalogue** Registration, systematization and access to information provided by various agencies.

The Case Management System (hereinafter - System) should include effective solutions of all of the above mentioned processes and should also provide adequate statistical and analytical functionality.

In order to achieve this objective, general information is described in subsequent paragraphs, there is a detailed description of an attribute data and functionality of all parts of the system.

### **Audience / User Roles**

The so-called internal users of the Case Management System are the employees of the Personal Data Protection Inspector's Office, who provide the processes of adding the data and documents related to them in the respective modules of this system (processing of incoming notifications, giving consultations, inspections, reviewing complaints and applications about data transfer, participating in court disputes etc.);

The External users of the same system are the data processors (public and private organizations), as well as individuals;

This system can be also consumed by any citizen who will use the web and / or mobile application for sending messages (For example: "inspect2").

All users of the system should be divided into the following roles according to the level of data access and rights:

- 1. System Administrator;
- 2. TOP Manager (Inspector, Deputy Inspector);
- 3. Manager;
- 4. Specialist (auditor, lawyer);
- 5. Consultant;

- 6. Data Processor / Data Subjects;
- 7. Visitor / Guest;

## **Web System Concept**

The Case Management System should be based on Microsoft's Web Technology and all the users should have access to the system only through authorization.

A brief overview of all parts are given below:

#### **Notification module**

The notification underlines any information received through any source and / or technical means on possible infringements of personal data protection regulations.

The ability of sending a notification should be available for all users (even without registration) via a special online form from the PDP website or mobile application (INPECT2).

Manager should be able to review the entire list of received notifications and react or transfer it directly to the specialist for future processing.

### **Consultation module**

Consultations module should reflect the details of the consultations for citizens, as well as the private and public organizations on the issues related to the lawfulness of the data processing and protection of personal data.

This module should be available for all users of the PDP (so-called "internal") staff after authorization.

### **Complaints Module**

The Complaints module should reflect the applications received in the PDP, regarding the infringements of the personal data and the full proceedings.

## **Permissions module**

The permissions module should reflect the details of submitted applications regarding to data transmission permits, applications review processes and the results.

## **Inspection module**

The inspection module should reflect the relevant data and processes of planned or unplanned inspection conducted by the inspector.

## Inspector appealed decisions Module

In case of appellation of the inspector's decision, this module should reflect court proceedings with relevant consequences.

### Reporting module

List of statistical and analytical reports should be generated within the Case Management database including all system modules. (by considering the basic parameters: time period, region, topics etc.).

Detail parameters of the reports will be clarified during the technical maintenance after the launch of the case management system.

To complete the system, the developer is obliged to compile up to 20 reports based on system parameters that will be possible to generate up to 5 parameters.

## **Data Processor/Data Controller Module**

This module is the external module of the system, through which the data subjects and / or data processors will have an access to specific data on their cases registered in the database.

This is the users' so called External role.

## User management module

This module should only be accessible for the administrator. Administrator will be able to manage (create, modify, cancel, stop) all user roles.

The second part of this module is the organizational structure where it will be possible to create the position hierarchy according to the responsibilities and authorities.

It also envisages the existence of a uniform catalogue of subjects where the information on so-called applicants and data processors (so-called external users) will be combined.

## **Directory management module**

The Module is available only for the administrator. Administrator will manage (Create, modify, cancel records) all value lists for specific database fields.

## **Settings (System Configuration Module)**

The module is available only for the administrator and includes set of all the parameters for the right performance of the system.

## Mobile application for sending notifications (online application)

The personal data protection office has developed the free mobile application (Inspect2) for Androids and iOS, through which the citizens are able to send the messages directly to it.

The messages received from the mobile application is required to be transferred in the Notification Module of the Case Management System. The developer must take into consideration the appropriate resources to find out the database of the mobile application and integrate it to the Notification module of the system. The application is very simple and sends just a few data. Its' modification is not planned.

It is also necessary that the online form of new message (notification) was available on PDP official website through which the unauthorized users were also able to send the relevant minimalist information without registration, as well as anonymity.

## **Special Audio recorder and Audio Player**

The work of PDP is mostly linked to preparation of data checking and inspection the data on the field, as well as preparing oral disclosure acts while reviewing the complaints.

For this purpose, they need an mobile application for generating audio recordings of such activities, which will give the user the opportunity to make comments according to exact times. Finally, the audio file will be received as the catalogue of the comments attached at the specific moments. While navigating the file it will be available to listen to the desired section by selecting comments, except the usual scroll buttons.

Besides this, it is also required to share this file with special audio player for the relevant users interested in listening to these recordings. The audio player should be available for the authorized users to navigate the audio record file;

PDP expects that the service provider's proposal should contain the evaluation of entire content of an audiorecording generator instrument containing the commentary catalogue or the existing tool with detailed description of its technical specifications and functionality capabilities.

This tool should be the so-called local decision that will store the generated file in the local file structure and not in the cloud, since it is planned to upload this kind of file in the PDP Case Management System, as a file attached to the activity linked to the case. So that the file will be available for the authorized users with relevant permission. PDP welcomes any reasonable decision, connected with this instrument.

## File System Catalogue

The Personal Data Protection Inspector Office has a web application so called File System Catalogue (please see <a href="https://catalog.pdp.ge/">https://catalog.pdp.ge/</a>). The majority of data processors mentioned above are already registered in this database. There are presented the data about employees and/or clients in the catalogue. It is essential to migrate data of these users in the newly created system and develop a mechanism that will allow the external users to be redirected to the file system catalogue.

The winner (Developer) of the tender will be given an access to the file system's catalogue with the source code.

## **Technical Requirements**

The system should be developed using Microsoft technologies, which should be uploaded on the PDP Server. It is important to choose system with a sustainable technological platform, taking into account the expected volumes and overloads. It is necessary that the external users (who will login from the external network) do not have direct access to the Case Management System database. It is very important to offer an architectural decision of the system that is highly protected from external access to the database.

The Web system should be created on .NET technology. There should be used at least:

- ✓ NET Framework 4.5
- ✓ MVC 5.0
- ✓ Microsoft SQL SERVER 2016;

It is required that the system had smooth performance at least in the last two versions of the following Web browsers:

- ✓ Google Chrome;
- ✓ Microsoft Edge;

It is desired that user interfaces were responsive to the role of visitors and data processors (external roles).

This chapter should be a crucial part of the offer, where should be clarified the specifications of the proposed technology platform and its relevance.

The system contains important data. PDP expects that the offeror will provide the recommendation regarding the SSL certificate specifications including the relevant descriptions.

## **Acceptance Testing:**

Web System will be tested by **The Office of The Personal Data Protection Inspector** or their appointed agent/representative with required technical and other capabilities to inspect, test and evaluate the Web system and determine whether it satisfies the acceptance criteria as agreed upon in the work plan.

## Security: The vendor will provide for the following security features:

The web system shall be protected from cyber-attacks (e.g.: SQL Injection, Cross site Scripting, Cross site Request Forgery, Session Hijacking, HTTP Response Splitting, Remote/Local File Inclusion, Directory Transversal, Insecure Direct Object References, Security Misconfiguration, Unvalidated Redirects and Forwards, Blind SQL Injection and etc.)

It is especially important to describe the terms and conditions of security issues indicating international standards and scanners.

## **Web System Handover and Launching**

The winner company will provide the web system launching and is responsible to place a web system on the server and link it to the domain.

PDP's expectation is that the offeror will provide detail description of the processes including the development, testing, launch and further administration of the Web System.

The offer should be clarified by what mechanism will be controlled and tested the quality of the technical performance of the Web system, including the inspection of the efficiency.

**The Office of The Personal Data Protection Inspector** is responsible for paying the fee of the web system hosting and the domain for the web system.

## **Training:**

Vendor has to provide training for **The Office of The Personal Data Protection Inspector** stuff (up to 10 people) in the use / maintenance of the respective Web system (including all user roles specifications).

Vendor has also to provide complete Web system source code and other technical documents associated with the Web system development, administration and use. Vendor will provide necessary technical details including requirement of software, software tools and systems required for the proper upkeep and maintenance of the web system.

## **Technical Support**

Vendor will provide technical support of the web system during 12 months after testing and final launching.

The offer should provide detailed description of the proposed technical maintenance and terms.

## 1. Deliverables and Payment Terms

Outputs	Percentage	Timing
Deliverable 1:	20%	4 Weeks
1. Database Architecture and Plan		
2. Designs of the Web System		
Deliverable 2:	60%	16-18 Weeks
Pilot launch of the fully functional Web system (beta version)		
Deliverable 3	20%	24 Weeks
1. Testing and bug fixing of the Web System;		
2. Actual Launch of the Case Management System;		
<b>3.</b> Preparation of technical instructions and User Manuals;		
4. Training of the respective staff of the Office of the		
Personal Data Protection Inspector.		

## 2. Copyright / License Violations & Provision of Legal Copies:

**The Office of The Personal Data Protection Inspector** will not be responsible against any liability for the use of software with regard to copyright / license if any.

## 3. Trademarks & Copyrights:

- The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by The Office of The Personal Data Protection Inspector and as such will be the sole property of The Office of The Personal Data Protection Inspector respectively and The Office of The Personal Data Protection Inspector will be vested with all right, title and interest therein.
- ii The copyright in respect of all works associated with the website developed for **The Office of The Personal Data Protection Inspector** will be vested with **The Office of The Personal Data Protection Inspector** respectively. All associated patents, copyrights shall be the exclusive property of the respective organization.
- Vendor shall provide to **The Office of The Personal Data Protection Inspector** complete software code and complete modified source code of operating system, related dependencies as well as CMS, along with transfer of all related Intellectual Property Rights of the modified source code to **The Office of The Personal Data Protection Inspector** used for the Website development.

## 4. Qualifications of the Successful Service Provider and Criteria for Selecting the Best Offer

Please kindly refer to Instruction to Proposers Data Sheet's relevant clauses and Technical Proposal Evaluation Forms

Evaluation and selection of the most responsive proposals

Evaluation and selection of the most responsive proposals will be conducted through applying the Combined Scoring Method, using the 70% - 30% distribution for technical and financial proposals, respectively.

The Technical Proposal is evaluated based on its responsiveness to the Term of Reference (ToR) and scoring is allocated in accordance with the Annex 5. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.

For further details, please refer to Technical Proposal Evaluation Form (Annex 5)

# **Technical Proposal Evaluation Form**

Technical Proposal	Sub-score	Points obtainable
Expertise of the Firm		100
At least 3 years experiences in digital solution development area (minimum requirement)	30 points	
More than 3 years experiences (5 points for each additional year, but no more than 20 points)	50 points	
Experience in developing at least 5 complex web systems with the same scale, (at least one should be developed for state agencies) <i>(minimum requirement)</i>	30 points	
Experience in developing more than 5 complex web systems with the same scale, (at least one should be developed for state agencies) (5 points for each additional system, but no more than 20 points)	50 points	
Financial stability		55
Certificate of No Debts towards Budget	15 points	
Bank letter evidencing the annual turnover of the organization for last three years is no less then USD 150,000 (USD 150,000 per year is a minimum requirement)	30 points	
Bank letter evidencing the annual turnover of the organization for last three years more than USD 150,000 (1 point for every additional \$10,000, but no more than 5 points)	35 points	
Reputation of the Organization		55
Two recommendation letters (minimum requirements);	50 points	
More than 2 recommendation letters (2 points for each additional letter, but no more than 10 points)	60 points	
Total:	21%	210
Methodology, Its Appropriateness to the Condition and Timeliness of the I	mplementatio	n Plan
Does the Offeror fully understand the task?/Is the scope of task well defined and does it correspond to the TOR?		100
Full Understanding	100 points	
Fair Understanding (minimum requirement)	70 points	
Technical Approach and Methodology Appropriateness of the methodology to the condition		100
Comprehensive and systematic methodology	100 points	
Fairly appropriate methodology (minimum requirement)	70 points	
Timeliness of the implementation plan		80
Completely appropriate	80 points	
Fairly appropriate (minimum requirement)	60 points	
Total:	28%	280
Management Structure and Qualification of Key Personnel		210
<b>Team Leader</b> (project manager) shall have at least 5 years of experience in managing similar projects (minimum requirement)	40 points	
More than 5 years experiences (5 points for each additional year, but no more than 20 points)	60 points	
Senior Web developer (System architect) shall have at least 5 years of experience in software development field, and participated in the minimum 3 projects with the same complexity (minimum requirement)	40 points	
More than 5 years experiences (5 points for each additional year, but no more than 20 points)	60 points	
Web developers (minimum 2 specialists) shall each have at least 3 years of experience in their respective fields (CVs shall include names of projects undertaken by the person) (minimum requirement) (note: evaluation for	40 points	

developers will be done separately and average score will be indicated in the		
technical proposal evaluation table)		
More than 3 years experiences (2 points for each additional year, but no more than 10 points)	50 points	
<b>Web-designer</b> shall have at least 3 years of experience in respective field (CVs		
shall include names of projects undertaken by the person) (minimum	30 points	
requirement)		
More than 3 years experiences (2 points for each additional year, but no more than	40 points	
10 points)	40 points	
Total:	21%	210
Maximum Total Technical	70 %	700
Minimum Technical points needed		490
Financial Proposal	30%	300
Budget Proposals		
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%	300

#	Deliverable/Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Deliverable 1																								
2	Deliverable 2																								
3	Deliverable 3																								

**Table represent maximum number of weeks - Timeline for the project implementation.** Every participant should represent deadlines adjusted to deliverables.