



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 16 August ,2015
	REFERENCE: RFP-BD-2015-025

Dear Sir / Madam:

We kindly request you to submit your Proposal for developing Individual Contract Roster Management System

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

Proposals may be submitted on or before 4.30 p.m. (local time) on Wednesday, August 26, 2015 and to the address below:

United Nations Development Programme
UNDP Registry,12th floor, IDB Bhaban, Agargaon, Sher-E-Bangla Nagar, Dhaka, Bangladesh
UNDP Procurement unit
bd.procurement@undp.org

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 days. The bidders must submit the Technical and Financial proposal In two separate sealed envelopes and it must be taken care that the Technical proposal must not contain any information related to financial proposal, otherwise the submission will be rejected.

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. Proposals that are received by UNDP after the deadline indicated above, 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.

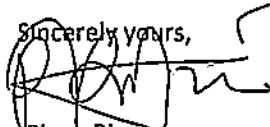
UNDP's vendor protest procedure is Intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Pinak Biswas
Procurement Analyst
UNDP Bangladesh

Annex 1

Description of Requirements

Context of the Requirement	With the aim to easy and effective roster management for different stack holders, UNDP Bangladesh has taken an initiative to develop a smart Roster Management System. By developing this system the Roster Manager can easily manage the IC Consultants Profile Information, Contracts Information & Roster Information. Project Managers can easily search and requisition for IC Consultants and the Procurement Staffs can very easily and quickly complete the Contract Process using this system. By real-time Dashboard Roster Manager can up-to-date about the IC Consultants Status.																							
Implementing Partner of UNDP																								
Brief Description of the Required Services ¹	The Individual Contract Roster Management System will allow the Roster Manager to manage the Individual Contracts Profile Information, Current Assignment History, availability etc. in a very easy and organized manner. The Project Managers of different projects of the organization can view available Individual Contracts list & Basic Profile, search for Individual Contracts, send requisition to Roaster Manager for their desire Individual Contracts using this system quickly and easily.																							
List and Description of Expected Outputs to be Delivered	The contractor is expected to deliver the below services: <table><tr><th>Sl. No.</th><th>Works</th><th>Deliverable</th><th>Time in Days (working)</th></tr><tr><td>1</td><td>Requirement Study</td><td>Approved URS (User Requirement Specification).</td><td>10</td></tr><tr><td>2</td><td>System analysis & Design</td><td>Approved SRS(System Requirement Specifications) SDD(System Design Document)</td><td>20</td></tr><tr><td>3</td><td>System Development</td><td>Developed and reviewed all components of the system, source code with code documentation and relevant test reports.</td><td>60</td></tr><tr><td>4</td><td>System Integration & testing</td><td>Developed and reviewed Application after integration. Source code with code documentation and relevant test reports.</td><td>10</td></tr></table>				Sl. No.	Works	Deliverable	Time in Days (working)	1	Requirement Study	Approved URS (User Requirement Specification).	10	2	System analysis & Design	Approved SRS(System Requirement Specifications) SDD(System Design Document)	20	3	System Development	Developed and reviewed all components of the system, source code with code documentation and relevant test reports.	60	4	System Integration & testing	Developed and reviewed Application after integration. Source code with code documentation and relevant test reports.	10
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¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	5	UAT & Final Release	UAT and SQA Report approved final released version of the developed system. Source code with code documentation and relevant test reports.	15
	6	Training for Trainers(TOT)	Reports on TOT and user feedback.	05
	Total			120 days
	8	Warranty & Maintenance	Approved support and maintenance plan. Monthly report on support and maintenance service.	2 Years
Person to Supervise the Work/Performance of the Service Provider	The contracted firm will report to the Contract Administrator designated by UNDP.			
Frequency of Reporting	<i>As indicated in the ToR</i>			
Progress Reporting Requirements	<i>As indicated in the ToR</i>			
Location of work	<i>As indicated in the ToR</i>			
Expected duration of work	Total duration of the contract will be divided in two parts. 1st part for application development which duration will be 4 months from the date of the contract signing. 2nd part for Warranty & Maintenance, which will be 2 years from the approval date of system live.			
Target start date	1 st week of September , 2015			
Latest completion date	End of December, 2015			
Travels Expected	<i>As indicated in the ToR</i>			
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All the cost of this contractor will be carried out by the contracting firm. Whereas UNDP will pay the lump sum amount as per contract.			
Implementation Schedule indicating breakdown and timing of	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			

activities/sub-activities			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency, BDT		
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Not permitted		
Payment Terms ³	SL No.	Outputs and deliverables	Payments (% of total)
	1	Completion of inception phase which includes delivery of detailed project plan, Approved URS, SRS & SDD document and upon acceptance by contract administrator.	20%
	2	Development and reviewed application after integration and source code with code documentation and relevant test reports and upon acceptance by contract administrator.	40%
	3	UAT and SQA Report on approved final released version of the developed system, Source code with code documentation, relevant test reports, Reports on TOT and upon acceptance by contract administrator	20%
	4	after successful completion of support service of 1st year after go-alive and upon acceptance by contract administrator	10%

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	5	after successful completion of support service of 2nd year and upon acceptance by contract administrator	10%
		Total	100 %
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project focal point designated by UNDP		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ <input type="checkbox"/> Other Type of Contract		
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.		
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Minimum Eligibility Criteria for the Firm</p> <ul style="list-style-type: none"> • Company Profile – This should not exceed 15 pages, describing the nature of business, field of expertise, licenses, certifications, accreditations etc. • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. • Business Licenses – Business Incorporation certificate/document, Latest Registration Papers, VAT, TIN, Tax Payment Certification, etc. • Business Licenses – Registration Papers, The firm shall have the membership of BASIS (Certificate must be provided). • The firm must have at least 5 years of proven track record of developing software solutions. • Minimum 3 large scale Web based Software Solution/Application development & implementation experience with UN / International Donor/ Development Agencies / NGOs. 		

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

- 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.(Annex 3)

"All Proposers must submit necessary documentations to substantiate above Eligibility criteria. Failure to do so shall result in disqualification"

Technical Proposal (70%)

☒ Expertise of the Firm

☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

☒ Management Structure and Qualification of Key Personnel

Criteria	Weight	Max. Points
Technical	700	
Background experience/ Expertise of Firm		
• Profile and experience of the organization.		80
• List of clients in National, International, Government and Non-Government Organization.		50
• Minimum 3 large scale Web based Software Solution/Application development & implementation experience with UN / International Donor/ Development Agencies / NGOs (Documents must to be provided).		70
Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		
• Project Management Plan		100
• Proposed methodology and approach of managing SDLC.		50
• Proposed high-level solution architecture.		150
• Integration, Testing & QC plan.		20
• Training Plan		30
• Maintenance and Support Service Plan.		50
• Overall organization and quality of the technical proposal.		50
Skills and experience of the Proposed Team		
• Composition and experience of proposed team.		50
Financial	300	300
Total		1000

Financial Proposal (30%)

	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Others ⁷ Written Self-Declaration (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁸	<i>bd.procurement@undp.org</i> <i>Please mention the RFP Ref. and title in the subject of the mail</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information	

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person's or address'es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[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 :

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details - addresses, email, phone and fax numbers - for verification purposes

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

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

D. Cost Breakdown per Deliverable* (This portion to be provided in separate sealed envelope)

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

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

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

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

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1 any other party with the Discloser's prior written consent; and,
- 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 **AUTHORITY TO MODIFY:**

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

TERMS OF REFERENCE

**Terms of Reference (ToR)
Of
Individual Contract Roster Management System**

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A. Project Title:**Individual Contract Roster Management System****B. Description of the System:**

With the aim to easy and effective roster management for different stack holders, UNDP Bangladesh has taken an initiative to develop a smart Roster Management System. By developing this system the Roster Manager can easily manage the IC Consultants Profile Information, Contracts Information & Roster Information. Project Managers can easily search and requisition for IC Consultants and the Procurement Staffs can very easily and quickly complete the Contract Process using this system. By real-time Dashboard Roster Manager can up-to-date about the IC Consultants Status.

C. Project Description:

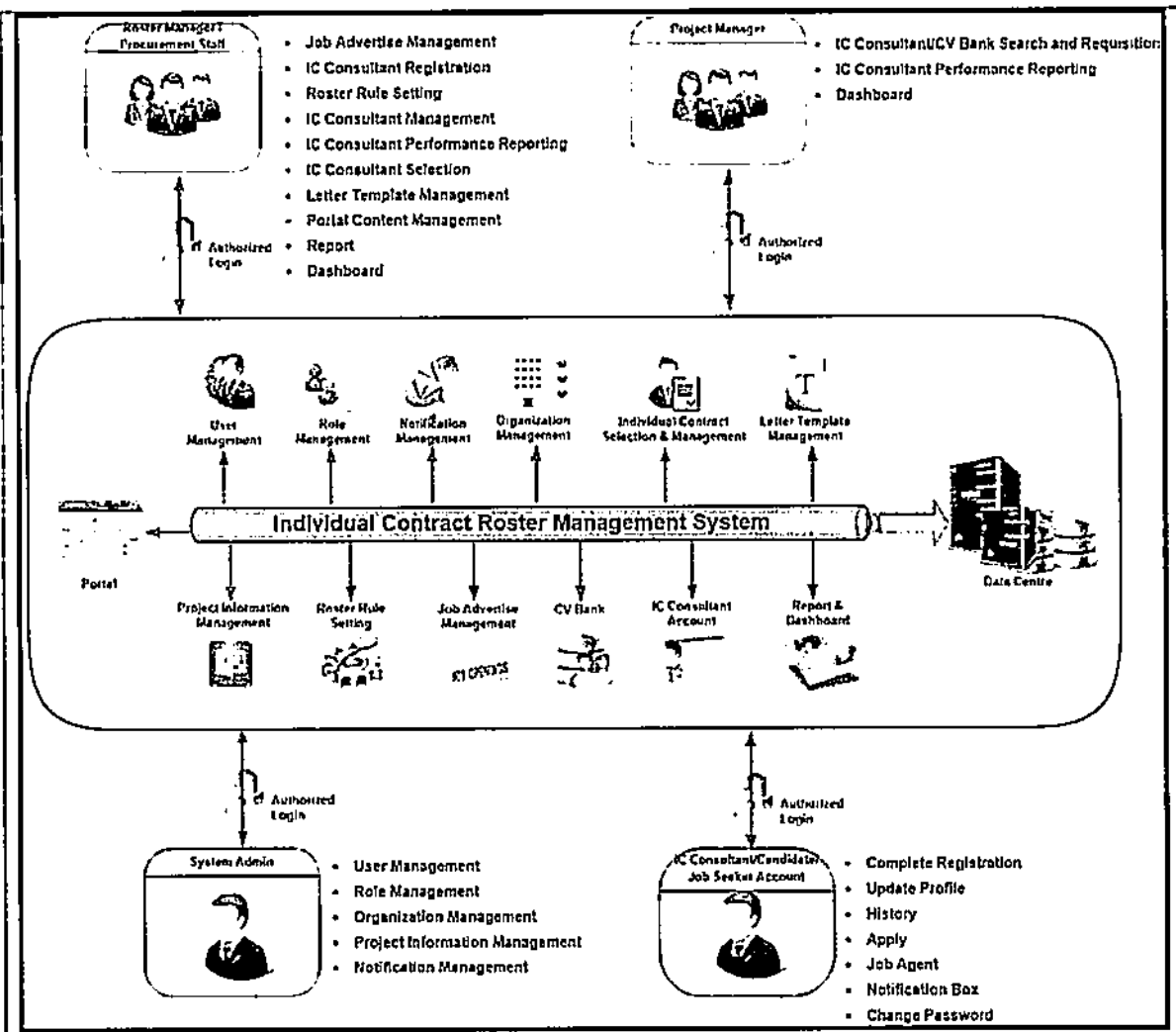
- ✓ To Develop a Roster Management System to Monitor, Track and Manage IC Consultants Status.
- ✓ Organized and Rich IC Consultants CV Bank.
- ✓ CV Search, View and Requisition by Project Managers
- ✓ Performance Reporting by Project Managers
- ✓ Job Publish and Candidate CV bank
- ✓ Easy and faster Selection & Contract Processing.
- ✓ With the use of ICT and modern technology, introducing effective, efficient, organized, faster and accountable Roster Management.

D. Scope of Work**1. Proposed System Scope:**

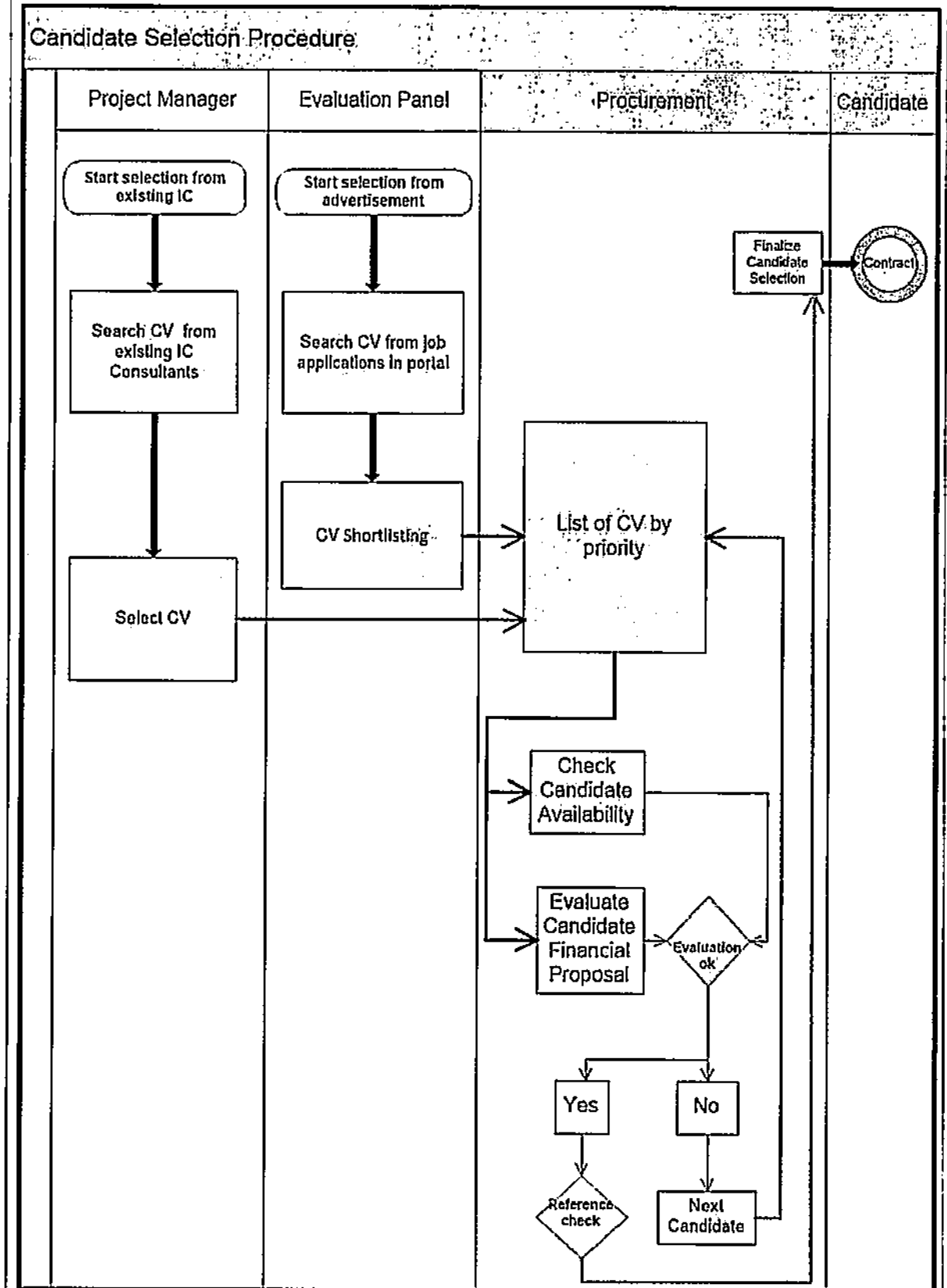
The Individual Contract Roster Management System will allow the Roster Manager to manage the Individual Contracts Profile Information, Current Assignment History, availability etc. in a very easy and organized manner. The Project Managers of different projects of the organization can view available Individual Contracts list & Basic Profile, search for Individual Contracts, send requisition to Roaster Manager for their desire Individual Contracts using this system quickly and easily. Features and Functions of the Individual Contract Management System will are as follows:

1. User Management System
2. Role Management System
3. Organization Management
4. Project Information Management System
5. Job Advertise Management System
6. Individual Contract Consultant/Candidate/Job Seeker Registration System
7. Job Seeker CV Bank
8. Individual Contract Roster Rule Setting
9. Individual Contract Management System
10. Individual Contract Performance Reporting System
11. Individual Contract/CV Bank Search and Requisition
12. Individual Contract Selection Management System
13. Individual Contract Consultant/Candidate/ Job Seeker Account
14. Notification Management System
15. Letter Template Management System
16. Portal & Portal Content Management
17. Report
18. Dashboard

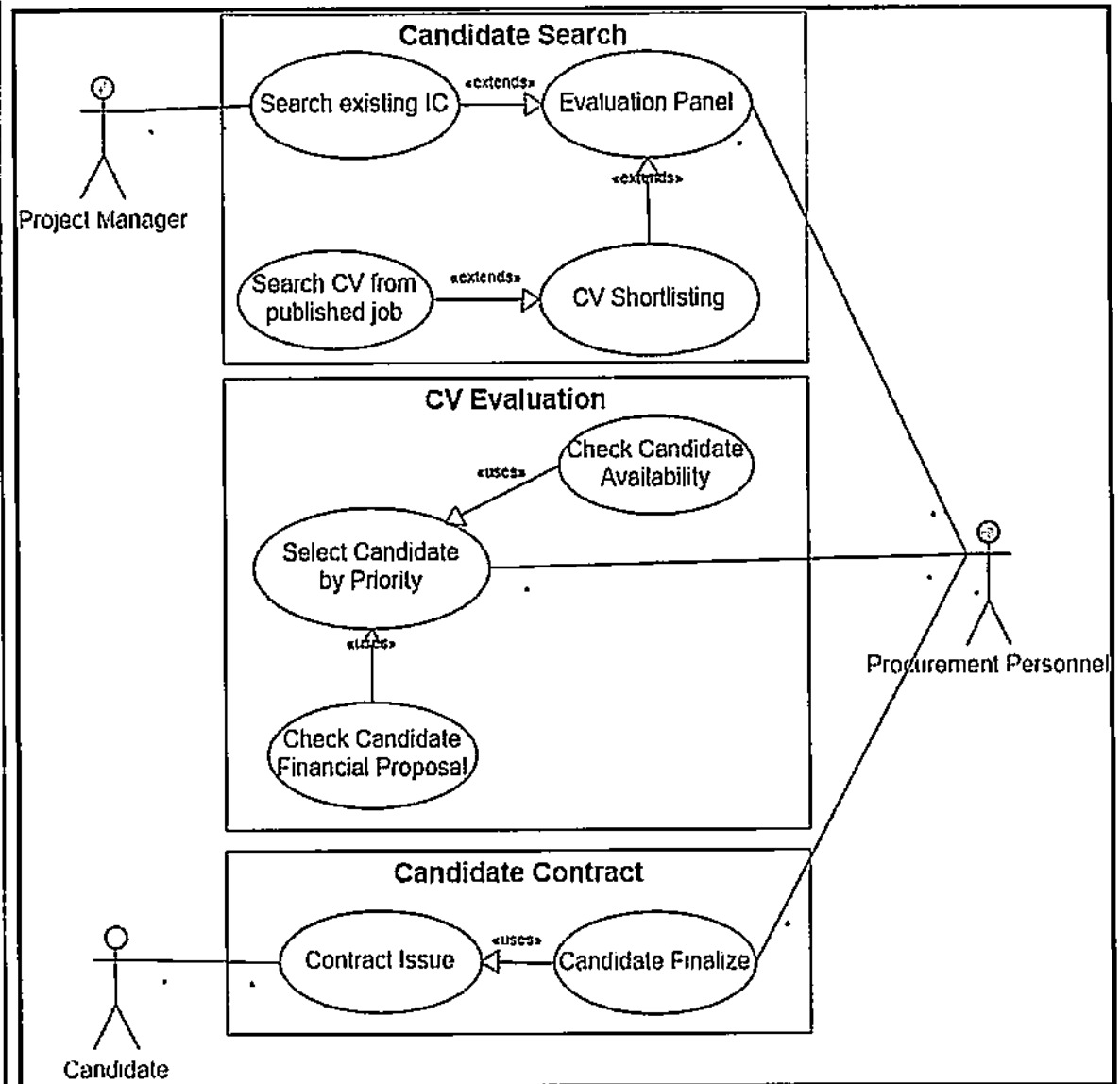
2. Context Diagram of Proposed System:



3. Sequence Diagram:



4. Use Case Diagram:



3. Description of Features and Functions of Proposed System:

3.1. User Management System:

Using this feature the authorized admin user of the system can create/Update/Delete different types of user account like Roster Manager, Project Manager, Procurement Staff who can able to access the system to perform different activities of the system. Form a very user friendly interface the admin can easily create the user account by entering the basic profile information of the user like Name, Designation, Project Name, Cell No, email, Address, Account Type etc. A SMS and email notification will be send to the user with login details like URL, ID, Password etc. The admin user can also update any account information and can also activate/deactivate any account any time. Different Stockholders who will be user in this system are as follows:

- a) Roster Manager
- b) Procurement Staff
- c) Project Manager
- d) Individual Contract Consultant
- e) Candidate
- f) Job Seeker

3.2. Role Management System:

This feature will allow the authorized admin user to create different user role groups selecting different features and their actions and assign the created role group to a user. The user will get the access to the system features and perform different actions using those features according to the assigned role setting & access permissions.

3.3. Organization Management:

Using this feature the Super Admin of the system can create an Organization account by filling up the basic information of the organization like organization name, address, contact information etc. By creating and activating an organization the system will act as an individual system for that organization i.e. the concern authorized user of that Organization can manage User & Role Management, Roster Management, Job Publication, IC Portal Content and other related features individually for that organization. The system will appear with relevant organization data depending on the user login & authorization. The CV bank and IC Consultant Profile can be share and viewable by other organizations but can't editable. Each organization can set there own roster management rule, notification rule etc. Different Organization IC Portal can be published under different domain or subdomain of a particular domain. The organization can also select their desired language pack for the system if they operate in multiple countries.

3.4. Project Information Management System:

Using this task the authorized admin user of an organization can Add & Update different project list of that organization with few basic information like Project Title, Project Manager Name, Project Contact Address etc. which will appear in different features of the system.

3.5. Job Advertisement Management System

This feature will allow the authorized procurement users to publish new advertisement for Individual Contract Consultant. The authorized user can review the ToR provided by the Project Manager and by filling up a predefine Job Publishing form setting publish date, dead line etc. he/she can publish the advertisement very easily to the portal.

3.6. Individual Contract Consultant/Candidate/Job Seeker Registration System:

Using this feature the authorized user can add Individual Contract Consultant to this system for registration, view registration status, and send notification. To register the Individual Contract to the system the authorized user will get the following options:

3.6.1. Registration Request:

Using this task the authorized user can add information of an Individual Contract through a very simple user-friendly interface. By entering Individual Contract Name, Cell No, email, address, Project Name, designation the authorized user can add the Individual Contract in the system. A system generated ID and Password will send to the Individual Contract as a notification through SMS & Email for complete the registration process of the Individual Contract.

3.6.2. View Registration Status:

Using this task the authorized user can view the current registration status of an Individual Contract. In this task an interface will show the list of Individual Contracts who have not yet complete the registration process. Here the user can view when the registration request send, Individual Contract last login, % of registration process complete etc. The user can send notification as SMS & Email to a particular Individual Contract from the list as per necessity using this system.

3.6.3. Candidate Registration System:

In this system the candidate will automatically register when they apply for a particular Position. By clicking the apply button from the advertisement page the candidate will get a small registration form. By filling up this form with valid email & mobile no the candidate will get an authentication code in his/her mobile/email. Using this authentication code the candidate can complete the registration process and apply fro the position.

3.6.4. Job Seeker Registration System:

This system will also facilitate any professionals to register in this system and upload his/her CV and interested area. By clicking on the register button from the portal the job seeker will get a small registration form. By filling up this form with valid email & mobile no the job seeker will get an authentication code in his/her mobile/email. Using this authentication code they can complete the registration process and upload their CV.

3.7. Job Seeker CV Bank

In this system the registered Job Seeker can manage their Profile and CV. All the Profiles & CV's of the Job Seeker will be stored here in an organized way using this feature. The Roster Manager/Procurement Staff can search, view and select CV's from here for a position to select better consultant for an Individual Contract.

3.8. Individual Contract Roster Rule Setting:

This feature will allow the authorized admin user to create/update different rules regarding IC contract Related information like No of Contract Allowed at a time, Contract Value Limit, Contract Period etc. The System will automatically give alert and notification in different modules & tasks matching with this created rule.

3.9. Individual Contract Management System:

Using this feature the authorized user can view the list of existing Individual Contracts. From here the Authorized user can view full profile of an Individual Contract, update any profile information of a particular Individual Contract, set the Individual Contracts Thematic Area, Job Level etc. Roaster Manager can update the current contract status of a particular Individual Contract from here.

3.10. Individual Contract Performance Reporting System:

This feature will allow the Roaster Manager to send request to a Project Manager for an Individual Contract Consultant performance report. The Project Managers can also view the requested list and submit the report in a predefine form. Roaster Manager can also track the status of the report requests and can take necessary actions for next step.

3.11. Individual Contract/CV Bank Search and Requisition:

Using this feature the Project Managers can search and view basic profile of the Individual Contracts and can also search in the Job Seeker CV bank. They can search selecting different search criteria like Thematic Area, Job Level, Contract Amount, Availability etc. The system will populate the list of matched Individual Contract Consultants and Job Seeker in a table. From the list the Project Manager can view the basic profile of the matched CV's. Project Manager can also send requisition/request to the Roster Manager/Procurement Staff by selecting a list of CV's from the list for a particular IC Contract for his/her Project along with ToR.

3.12. Individual Contract Selection Management System

This feature will allow the Procurement Staff to complete the Individual Contract selection process. To complete the selection process the procurement staff can use the following functions of the system:

3.12.1. Selection Panel:

This feature is only required when the IC position is published as advertisement in the Portal and candidate are applied using apply online feature. In this case the procurement will create a selection panel and give them system access to shortlisting the candidate. The panel members can login to the system as panel member and can view the submitted application's and CV's and shortlist them. After complete the shortlisting the procurement staff can proceed for next step.

3.12.2. Availability Check:

This feature is only required when the IC position is follow the desk review process i.e. the Project Manager send requisition with selected CV. In this case the procurement staff will send a predefine letter to candidate to check their availability along with financial offer. This letter may be send to their email from this system with auto generate letter using letter template.

3.12.3. Evaluation & Selection:

Using this feature the authorized procurement staff can complete the evaluation process using a score sheet filling up marks like interview/written test marks and financial marks. Depending on the mark the system will select as 1st, 2nd, 3rd choice etc. Based on this selection the procurement staff can proceed for next step.

3.12.4. Reference Check:

Using this feature the authorized procurement staff can complete the reference check for the selected candidate. User can send reference check letter from the letter template to

the refereed persons email address who's reference is given by the candidate. After receiving the response against the letter the authorized user can update the information in the system and can proceed for next step.

3.12.5. Contract Issue:

Using this feature the authorized procurement staff can prepare the Contract Paper from the letter template for the selected IC Consultant. The system will automatically generate the Contract Paper using the Letter Template and the procurement staff can review, edit, print and issue the contract paper.

3.13. Individual Contract Consultant/Candidate/Job Seeker Account:

The Individual Contract Consultant/Candidate/Job Seeker Account is the Individual area/own personal zone in the system. The account holder will get the ID and Password from the system in his/her Mobile & Email at the time of registration. The account holder will get the following options to manage and update his/her information according to the registration type:

3.13.1. Complete Registration:

For the first time login to the system using own ID & Password received by SMS & Email, the Individual Contract Consultant will automatically guided by the system for completing his/her registration Process. A step-based form will be appear to the user to entry the details profile and P11 (Personal History) form information. This form will show a percentage (%) indicator of completing the registration process to the user. The user can save and quite any time and can start again from last saved position till complete the total process. The form steps may be like Personal Information, Dependents Information, Language, Education, Work Experience etc. after complete the profile and P11 form & upload the CV the user can finally submit for complete the registration process.

3.13.2. Update Profile:

Using this option the user i.e. an Individual Contract Consultant/Candidate/Job Seeker can update his/her profile information that are allowed by the system. The user can update Mobile No, Email, Present Address from here. A version/history will be automatically maintained by the system. The IC Consultant can also add Dependents Information, Language, Education & Work Experience. The Roaster Manager/System Admin can review and approved this changed/added information for final update to the profile.

3.13.3. Notification Box:

This feature will keep all the notifications send to him/her by SMS/Email as a copy. The user can view these notifications any time from here. They can also send any message to the roaster manager using this feature.

3.13.4. Job Agent:

Using this feature the Job Seeker can create his/her own job agent selecting his/her interested area. The job agent will automatically send notification to the Job Seeker when a new advertisement published which is matching with his/her job agent criteria.

3.13.5. Apply for Position:

Using this feature already registered Job Seeker can apply for position against an advertisement with out any new registration. The system will automatically convert his/her account type as Candidate and forward to the selection section.

3.13.6. Apply History:

This feature will automatically keep the account holder all submitted application for different positions and their status as history. They can view the details any time from here.

3.13.7. Change Password:

The user can change own password from here.

3.14. Notification Management System:

This is one of the most important features of this System. This System will circulate different types of digital notification as SMS & email to the different Users/Individual Contracts/Job Seeker at different times from different modules/features of the system. The authorized admin user can create, bind and manage notification circulation rules and there content as per requirement using this feature.

3.15. Letter Template Management System:

Using this feature the authorized user can create different Letter Template like Availability Check, Reference Check, Contract Paper etc. with letter body text, auto field. From different features of the system the user can populate the related letters using this template. In that case the system will automatically filled the auto field data and generate the letter according to the template for send/issue.

3.16. Portal & Portal Content Management:

In this system a Job portal will be automatically created with predefine template when an organization will be activated. The concern organization Jobs will be published in their own job portal. The portal also contain few basic content and links like About, Contact US, disclaimer etc. The authorized users can maintain and change the contents, links, pictures, banner etc. of the Portal using a very easy and user-friendly content management feature.

3.17. Report:

Reports are very important and vital feature of any automated system. The system user as well as top management of the organization can view the current, periodical, time based status, details/summary information which allow the concern person and organization management to take important and vital decision for the organization. Each component/module/feature will have some basic report relevant to that feature in a predefined format. Beside this an advance report generator will be available in the system, which will act as a BI to take smart, effective and prompt decision by the top authority. The authorized admin user can create report format with necessary report criteria and conditions to be applied for this advance report generation in a very easy and user friendly way and can save as template for further use.

3.18. Dashboard:

Dashboard is very interactive and popular feature, which helps as prompt decision-making tool. The prime objective of dashboard is to present real-time and at-a-glance view on different category of generated system data and status for monitoring instantly. At the system design level it is required to define and design different kinds of dashboard based on specific purpose for quick decision making support. The dashboard will contain statistical data of different features of the system in different interactive format like indicator based graphical chart, table with figure/summary data etc., which are easy to understand at a glance. Here in this case, dashboard module may be categorized on different issues like Total Individual Contracts Status, PM Requests, Upcoming Contract Expiry etc.

4. Implementation Scope

This system will be implemented in UNDP Bangladesh office, which have around 30 Projects and yearly issued around 300 Individual Contracts. So this system will handle around 40 system users i.e. 30 Project Managers and 10 Roster Manager, Procurement Staffs and Monitoring Authority. The No of Project, Users & IC consultants will be increased gradually by activating other Connected/Related Concern Organizations.

5. Tools and Technology Preference

This will be a web-based application. Open source platform with MVC support is preferable. The system should be compatible to all major browsers such as – Internet Explorer, Firefox, Google Chrome, Safari, Opera etc. as well as Smart Phone & Tab.

6. Operating Environment

This system will be web-based application, so the client/users can be able to run in Windows/Mac/Linux operating system and should be compatible to all major browsers such as – Internet Explorer, Firefox, Google Chrome, Opera etc. The interfaces of this system should be responsive web design so the user can also use it in Smart Phone/Tab.

7. System Security

The system should be designed and developed properly to handle security issues. Following are the aspects of security issues.

1. Access Rights for user
2. Protection against data loss
3. Data Transfer
4. Concurrent Issues
5. Protection against unintended user action
6. Protection against threats – SQL injection, Cross Site Scripting, Cross Site Request Forging etc.

8. Language

Software application will be in English i.e. all Menu and Interfaces will be in English. But the system should have the facility to install language pack and the user can set his/her desired language from his/her account preference.

9. Copyright

UNDP Bangladesh will be entitled to all proprietary rights including but not limited to patents, copyrights and trademarks, with regard to material which bear a direct relation to, or is made in consequence of the services provided by the vendor under this TOR. At the request of the UNDP Bangladesh, the vendor shall assist in securing such property rights and transferring them in compliance with the requirement of the applicable law. After the completion of the project such rights will be handed over to the UNDP Bangladesh authority.

The source code developed under this TOR will be owned by UNDP Bangladesh. The vendor should properly document all such codes and deliver it to UNDP Bangladesh and cannot claim any royalty or authority of any sort in case of replicating the source code /database or any other deliverables under this TOR for any future use that UNDP Bangladesh may see fit.

Any studies, documents, reports or other material, graphic or otherwise, prepared by the vendor for the project under this TOR shall belong to and remain the property of UNDP Bangladesh.

10. Scope of activities and deliverables

Selected vendor must provide and follow the approved work plan of the application in terms of Standard Software Development Life Cycle (SDLC).

In previous we have discussed about the scope of proposed system at the above section. Based on proposed system scope vendor will propose a standard and appropriate methodology of SDLC to the authority. On received of the approval of the authority regarding methodology vendor will prepare software development and project management plan to carry on. Here to describe the scope of work in these regard, we have mentioned the some Standard phases that should be covered in the SDLC methodology whatever will be selected at the time of work plan.

10.1. Requirement Study:

Requirements finalization is the first milestone of this assignment. The selected vendor needs to go through the description of the proposed system scope document as primary guideline of this project. Vendor will need to carryout extensive existing system study. Vendor will have series of view sharing meetings with the concern users to understand their valuable experience, views, feedback and expectations for finalizing the user requirements precisely. Then they will finalize the URS and will take necessary approval from the concern authority to continue the next phase i.e. System Analysis.

Deliverables: Approved User Requirement Specification (URS) of this phase is final detailed URS.

10.2. System Analysis & Design

Based on the approved final URS, at this stage vendor will perform different relevant tasks to conduct a detail system study, analysis and design for the proposed system. This phase may include the followings relevant technical activities:

- Identifying module, components, tasks, I/O and functional features.
- Specifying technical and functional requirements.
- User Interface design.
- Description of UI and requirements.
- Preparing the use cases.
- Defining Integration and interoperability scope.
- Designing system architecture.
- Determine process and data flow.
- Database design.
- API Design.
- Finalizing tools, technologies and frameworks to be used etc.

Basically at this stage the detail functional scope and logical design of the proposed system will be prepared for developing the software. This is very vital and important phase of SDLC. Considering the ultimate implementation scope, the proposed system design should be robust enough.

Finally at this stage the vendor will prepare a Software Requirement Specification and Software Design Document in standard format and then the vendor will submit the SRS as well as SDD document to the concern authority for final approval to move forward to the next phase.

Deliverables: Approved Software Requirement Specification (SRS) and Software Design Document (SDD).

10.3. System Development

At this stage vendor must take prior acceptance from the authority on tools, technologies and framework that will be used for the development of the software. Finally based on approved SRS and SDD vendor will prepare a comprehensive plan for the software development which must include, a schedule consisting development item wise start date, test date, review date, completion date etc. At the development stage, vendor must follow the standard code convention, code level documentations, code level and other

necessary documentation. Documentation of code, header of each file, algorithms, interfaces, code compression and APIs should be supplied with proper description. All kinds of testing that should be conducted at development level like unit testing, functional testing that should be performed here with test completion report.

Deliverables:

- Developed and reviewed all components of the system with source code.
- Code and relevant technical documentation.
- Relevant test reports.

10.4. System Integration and Testing

After successfully completion software development phase, all the developed components, modules, third party extensions and other relevant tools will be integrated. The interoperability features and functions have to be implemented at this stage and needs to be tested with the external applications. Finally the integrated system has to be tested again before placing it for hosting. Different kinds of tests may be conducted here like integration testing, component interface testing, system testing etc.

Deliverables:

- Developed and reviewed system with source code.
- Code and relevant technical documentation.
- Relevant integration and test reports.

10.5. System Setup and Hosting

Vendor must provide detail hosting requirements related hardware, servers, network, security, storage, traffic, firewall etc. i.e. complete hosting infrastructure that will be requires for their developed application hosting considering the implementation scope. Based on their submitted requirements, regarding hosting, the concern authority will provide detail hosting infrastructure and environment asked. Vendor will prepare a complete test case for UAT. After performing the necessary testing vendor will perform the following:

Deliverable:

- Beta version released with source code.
- Code and relevant technical documents.
- Relevant test Report.
- Test case for UAT.

10.6. User Acceptance Test (UAT)

At this stage the system will be released for User Acceptance Test (UAT), which will be tested by some selected users. Based on UAT report/ feedback the vendor will review the system, incorporate all feedback and make sure that all the requirements and specification of the proposed system are met. If any further modification is required, the vendor will take necessary steps to update the system. The User Acceptance Testing phase also includes alpha testing, beta testing, application testing or end user testing, chemical tests, physical tests, or performance test etc. Then the system will be ready for final release.

Deliverable:

- UAT and User feedback Report
- SQA report.
- Final released version with source code.
- Code and relevant technical documents.

- Relevant audit and test Report.

10.7. Training

Vendor should design the training program, schedule planning, produce contents of training modules and implement all training related activities. Vendor has to perform all necessary activities to conduct the training program like manual preparation, event manage, provide training etc.

Deliverable:

- Reports on Training
- User feedback.

10.8. Warranty & Maintenance Support

Vendor has to provide a period of two (2) years on-site warranty and maintenance support. During the warranty period Vendor must need to assign a focal point who will be responsible for coordination of all support and maintenance related issues. A proposal for Service Level Agreement (SLA) should be provided by vendor. The following issues must include in the Service Level Agreement (SLA). Like:

- Response time according to the severity level of problem arises.
- Tools/ media/ channel that will be used for providing support service.
- Responsibility, accountability of Warranty and Maintenance Support from Vendor end.
- How many types and how many no. of person will be provided by vendor for this support.

Deliverable:

- Approved support and maintenance plan.
- Monthly report on support and maintenance service.

E. Expected Outputs & Timeline (from date of contract signing)

Sl. No.	Works	Deliverable	Time in Days (working)
1	Requirement Study	Approved URS (User Requirement Specification).	10
2	System analysis & Design	Approved SRS(System Requirement Specifications) SDD(System Design Document)	20
3	System Development	Developed and reviewed all components of the system, source code with code documentation and relevant test reports.	60
4	System Integration & testing	Developed and reviewed Application after integration. Source code with code documentation and relevant test reports.	10
5	UAT & Final Release	UAT and SQA Report approved final released version of the developed system. Source code with code documentation and relevant test reports.	15
6	Training for Trainers(TOT)	Reports on TOT and user feedback.	05
Total			120 days

8	Warranty & Maintenance	Approved support and maintenance plan. Monthly report on support and maintenance service.	2 Years
F. Impact of Results			
<ul style="list-style-type: none"> • Roster Manager can easily monitor & track the Individual Contract Consultant Status. • Roster Manager will be able to know the up-to-date information about current IC status upcoming contract expiry, requisition etc. • Project Managers will get a rich CV bank of IC consultants and Job Seeker. • Project Managers can send requisition using this system quickly by selecting CV's from the CV bank. • Project Managers can easily submit the performance report using this system. • Procurement Staffs can publish advertisement and perform selection process very easily. • Procurement Staffs can prepare different letters faster and easily using this system. • IC Consultants can manage their own profile and view their service history from their own account and can notify on different events regarding the contract. • Job Seeker can manage their Profile and submit their interest easily by registering this system. • Overall roster management will be easy, faster, well organized and effective. 			
G. Institutional Arrangement			
The contracted firm will report to the Contract Administrator, designated by UNDP Bangladesh, who will also carry out a performance evaluation at the end of the assignment.			
H. Duration of the Work and Duty Station			
The selected vendor will need to work for the above-mentioned scope as per approved project schedule. The Vendor has to complete the defined work within the stipulated approved timeline. Total duration of the contract will be divided in two parts. 1 st part for application development which duration will be 4 months from the date of the contract signing. 2 nd part for Warranty & Maintenance, which will be 2 years from the approval date of system live.			
I. Final Products/Services			
<ul style="list-style-type: none"> • Approved URS (User Requirement Specification). • Approved SRS (System Requirement Specifications) & SDD (System Design Document). • UAT and SQA Report. • Approved final released version of the developed system. • Source code with code documentation and relevant test reports. • User Manual. • Reports on TOT and User Feedback. 			
J. Qualification of the successful contractor			
<ul style="list-style-type: none"> • Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; • Business Licenses – Registration Papers, VAT, TIN, Tax Payment Certification, etc. • The firm shall have the membership of BASIS (Certificate must be provided). • The firm must have at least 5 years of proven track record of developing software solutions. 			

- Minimum 3 large scale Web based Software Solution/Application development & implementation experience with UN / International Donor/ Development Agencies / NGOs.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.(Annex 3)

Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".

K. Scope of Bid Price and Schedule of Payment

1st payment: 20% of total contract value will be paid upon completion of inception phase which includes delivery of detailed project plan, Approved URS, SRS & SDD document and upon acceptance by contract administrator.

2nd payment: 40% of total contract value will be paid upon Development and reviewed application after integration and source code with code documentation and relevant test reports and upon acceptance by contract administrator.

3rd Payment: 20% of total contract value will be paid upon UAT and SQA Report on approved final released version of the developed system, Source code with code documentation, relevant test reports, Reports on TOT and upon acceptance by contract administrator.

4th payment: 10% of total contract value after successful completion of support service of 1st year after go-alive and upon acceptance by contract administrator.

Final payment: 10% of total contract value after successful completion of support service of 2nd year and upon acceptance by contract administrator.

L. Recommended Presentation of Proposal

Interested firms must submit the following detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm, to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below.

1. Technical Proposal

- (i) Firm information – Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- (ii) Relevant Experience – Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in the field of updating and revision of legal documents, and list of current and past assignments of the Firm;
- (iii) Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan.
- (iv) Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. legal, linguistic, drafting and editing expertise, among others.
- (v) Tools and Methodologies - The Technical Proposal must detail tools and methodologies that will be used to ensure the accuracy of the update and revision by the contractor. In particular, in

order to deliver the task to the highest standard, checks using processes including software-built processes should be applied by the selected contractor.

- (vi) References to be provided by the contractor where previous work has been undertaken.

2. Financial Proposal

The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

The Bidder is asked to prepare the Price Template as a separate envelope. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

* Contingencies – should be identified and indicated in detail in the table. It should cover all other expenses needed to perform all tasks under the TOR, but are not indicated in the above expenses (rent of specialized equipment; translation services; communication, etc.)

Note: The rates should be fixed and should not be subject to change after the contract is signed.

M. Evaluation

Criteria	Weight	Max. Points
Technical	700	
Background experience/ Expertise of Firm		
• Profile and experience of the organization.		80
• List of clients in National, International, Government and Non-Government Organization.		50
• Minimum 3 large scale Web based Software Solution/Application development & implementation experience with UN / International Donor/ Development Agencies / NGOs (Documents must to be provided).		70
Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		
• Project Management Plan		100
• Proposed methodology and approach of managing SDLC.		50
• Proposed high-level solution architecture.		150
• Integration, Testing & QC plan.		20
• Training Plan		30
• Maintenance and Support Service Plan.		50
• Overall organization and quality of the technical proposal.		50
Skills and experience of the Proposed Team		
• Composition and experience of proposed team.		50
Financial	300	300
Total		1000

N.Responsibilities of the Contractor regarding cost component
The contractor for the assigned task will be responsible for bearing any kind of cost involved in supplying all kind of resources including hardware, software, human resources to fulfill the task. UNDP will not be responsible in providing any sort of resources or bearing any cost regarding those in any manner outside of the contract. The contract amount is inclusive of all costs that the contractor is supposed to deliver.
O.Responsibilities of UNDP
UNDP will be responsible in disbursing the quoted amount of money in favor of the Contractor by following the Payment Schedule (outlined in Section K) upon the successful delivery of agreed deliverables. UNDP holds the right to suspend or postpone any scheduled payment upon the non-compliance of Contractor with the Contract.
P. Identification of Risk and Risk Mitigation Plan
Q.Key Performance Indicator

Declaration

Date:

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

Assignment: RFP for developing “Individual Contract Roster Management System ”

Reference: RFP-BD-2015-025

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,