REQUEST FOR PROPOSAL (RFP-BD-2019-052)

UN
DP

Empowered lives.
Resilient nations.

| NAME & ADDRESS OF FIRM | DATE: November 4, 2019 |
| | REFERENCE: RFP-BD-2019-052 |

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm for Savings and Credit Software for LIUPCP's Cities.**

Proposals shall be submitted on or before 04.30 pm (local BD Time) on 18ᵗʰ November 2019.

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

Proposals may be submitted on or before the deadline indicated by UNDP e-Tendering system. Bid must be submitted using online e-Tendering system at the link furnished below:
https://etendering.partneragencies.org; by using your username and password. If you have not registered in the system before, you can register now by logging in using
Username: event.guest
Password: why2change

And follow the registration steps as specified in the system user guide.
Your Proposal must be expressed in the English, and valid for a minimum period of **120 days**. You kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

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

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

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

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/business/protest-and-sanctions.html

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP. UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Name: Sonia Mehzabeen
Operations Manager
11/4/2019

2

Description of Requirements

Context of the Requirement	Hiring Firm for Savings and Credit Software for LIUPCP's Cities.
Implementing Partner of UNDP	Local Government Division
Brief Description of the Required Services	Savings and Credit Group (SCG): Simultaneously, in each Primary Group (PG), the Savings and Credit activity will be initiated as an activity that the community can do themselves. All PG members must participate in the SCG. Members who are classified as extreme poor will be allowed to save at a lower rate compared to other members but will not be exempt from participating. This activity must be considered as a core business of the PG and Community Development Committee (CDC, the 2nd tier organization) and not a separate activity. The PG meeting will decide the regularity and rate of savings for all the members and that for the extreme poor. The primary focus of the CDC will be to create and promote saving habits in their members and gradually offer demand-driven service products. A strong savings base will increase the sense of ownership and responsibility amongst all members, which in turn will lead towards making the CDC self-sufficient. What is Savings and Credit Group (SCG): Usually, the members of Primary Groups who participate in the savings & credit activities are called" Savings & Credit (SCG) group, but the Programme encourage to join other community members in the SCG beyond the PG. The SCG is managed by the respective CDC and the same office bearers. The Savings and Credit is tiered by two major organs i.e. SCG and CDC based on the functions. • Assess the needs to computerize financial data, record keeping & management, scheme, meeting document, grant management etc. • Conduct meeting/discussion with LIUPCP and towns team (as necessary) to generate the ideas for designing the MIS software • Provide a Bengali and English interface (only view of the web base software) of the integrated S & C Software • Mentor and coaching for proper maintaining S & C software • Design customized web-enable S & C software development and implementation. • Customize report generation • Develop methodology for data security and access control implementation design and develop the components of system • S & C software database backup and implementation of recovery procedure • End user Training and Technology transfer through arranging Training of the Trainer, piloting, testing and validation in 5 towns (Dhaka North, Gazipur, Faridpur, Rajshahi & Chottogram) and project office on S&C software. • Develop training and reporting manual in English and Bangla • Provide Town-wise different domain hosting.
List and Description of	The main expected results of this Consultancy will be as following:

Expected Outputs to be Delivered	• Establish web enabled integrated Saving and Credit software • Technical Documentation and User Manual • Admin & user Training on MIS software and system integration • Source code, SRS, SDD, DFD and all relevant documentation hand over • 3 years maintenance
Person to Supervise the Work/Performance of the Service Provider	The consultancy will be overseen by the International Technical Advisor (ITA) of NUPRP. Contractual oversight will be provided by UNDP Operations Manager and program related oversight will be provided by the Urban Planning and Governance Coordinator.
Frequency of Reporting	*As indicated in the TOR*
Progress Reporting Requirements	As indicated in the TOR
Location of work	☒ As indicated in the TOR
Expected duration of work	This consultancy will require 3.5 years.
Target start date	December, 2019
Latest completion date	June 2023
Travels Expected	As indicated in the ToR
Special Security Requirements	☒ Others Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs related to this assignment including logistics, office arrangements, accommodation, travel etc. shall be borne by the contractor. Whereas UNDP will pay the lump sum amount as per contract shall be paid as achievement of milestones as per the ToR.
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 ☐ Euro ☒ Local Currency BDT
Value Added Tax on Price Proposal	☒ **Must be Inclusive of VAT and other applicable indirect taxes**
	☒ 120 days

4

Validity Period of Proposals *(Counting for the last day of submission of quotes)*	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 Terms	Deliverables	Payment (%)	Target days
	Inception report with detail plan	15	15 days
	Software demonstration with piloting	25	45 days
	Final software installation at 20 towns/HQ level with capacity building training	30	120 days
	Annual maintenance (Year 1)	10	At the end of 18 months
	Annual maintenance (Year 2)	10	At the end of 30 months
	Annual maintenance (Year 3) & final report	10	At the end of 42 months

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	**Project Manager, LIUPCP** Payment for services of the contractor will be made upon satisfactory certification by the contract administrator.
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)** ☒ **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 Assessment of Proposal	Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:

Minimum eligibility criteria of the firm:

- The firm needs to submit legal papers e.g. valid trade license/ other updated documents to run a business in legal way and TIN certificate, VAT Certificate.
- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations
- Firm must develop at least three (3) similar kind of software for any national/international organization/Government of Bangladesh/UN agencies.
- 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.

Along with other manpower required for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

Minimum Eligibility Criteria for the Human resource:

Sl	Name of the post	Qualification
1	Project Manager	i) Minimum graduate in Computer Science and Engineering/ICT having a degree from a reputed university. ii) Minimum 5 years of progressive experience in similar nature of software. iii) Experience in leading such an assignment, role including software design and development and implementation.
2	Sr. Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 4 years of progressive experience in working financial application development tools.
3	Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 3 years of progressive experience in working financial application development tools.
4	Database Expert	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 3 years of progressive experience in database design and development.
5	Support Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 2 years of experience in IT-related fields.
6	Test/QC Engineer	i) Minimum graduate in Computer Science and Engineering or relevant subjects

		ii) Minimum 2 years of progressive experience in the sector of software testing and quality assurance.
7	Technical Writer	i) Minimum graduate in Computer Science and Engineering or relevant subjects ii) Minimum 2 years of progressive experience in the sector of software development related technology documentation.

Technical Proposal (70%)

☒ Expertise of the Firm *[indicate percentage]*

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

☒ Management Structure and Qualification of Key Personnel.

Technical Evaluation Criteria Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Overall experience and Expertise of the organization/Firm	15
2.	Expertise of Key personnel assigned to the research	25
3.	Methodology proposed in the technical proposal	30
Total		**70**

Criteria	Weight	Max. Points
Technical		
1. Overall experience and Expertise of the organization/Firm		**15**
Experience of working with UN Agencies/GoB in Software Development		5
Experience of working with financial institution/ micro financial institution in Software Development		5
Experience of working with similar technology mentioned in the ToR		5
1. Expertise of Key personnel		**25**
Competency of Project Manager		6
Competency of Sr. Software Engineer	70	4
Competency of Development Team as mentioned in the Terms of Reference		15
2. Methodology proposed in the technical proposal		**30**
Overall understanding of the assignment & proposed solution		10
Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		5
Appropriateness and relevance of development tools and methodology		5
Change request/quality control (SDLC) mechanism during the project		5
Risk Management & Overall flexibility		5

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)** ☒ **Written Self-Declaration (Annex 5)**
Contact Person for Inquiries (Written inquiries only)	UNDP Procurement Cluster, UNDP Bangladesh *bd.procurement@undp.org* If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID bd.procurement@undp.org within **11 November 2019** by 4.30 pm. *"Attn. BD Procurement- Queries on RFP-BD-2019-052, Hiring Firm for Savings and Credit Software for LIUPCP's Cities.* 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]*	*** For attention:** The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u>. Financial proposal must be 'password' protected. **A pre-bid meeting** will be held at IDB Bhaban, a2i large meeting room (6th floor), for the clarification on the bidding document and ToR on 11 November 2019 at 12.00 PM. **Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license to enter IDB Bhaban for the pre-bid meeting.**

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL
(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery)

[insert: *Location*].
[insert: *Date*]

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

Dear Sir/Madam:

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

A.   **Qualifications of the Service Provider**

Minimum eligibility criteria of the consultancy firm:

- The firm needs to submit legal papers e.g. valid trade license/other updated documents to run a business in legal way and TIN certificate, VAT Certificate.
- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Firm must develop at least three (3) similar kind of software for any national/international organization/Government of Bangladesh/UN agencies.
- 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.

Minimum eligibility criteria of key personnel:

Sl	Name of the post	Qualification
1	Project Manager	i) Minimum graduate in Computer Science and Engineering/ICT having a degree from a reputed university. ii) Minimum 5 years of progressive experience in similar nature of software. iii) Experience in leading such an assignment, role including software design and development and implementation.
2	Sr. Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 4 years of progressive experience in working financial application development tools.
3	Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 3 years of progressive experience in working financial application development tools.
4	Database Expert	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 3 years of progressive experience in database design and development.
5	Support Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 2 years of experience in IT-related fields.
6	Test/QC Engineer	i) Minimum graduate in Computer Science and Engineering or relevant subjects ii) Minimum 2 years of progressive experience in the sector of software testing and quality assurance.

7	Technical Writer	i) Minimum graduate in Computer Science and Engineering or relevant subjects ii) Minimum 2 years of progressive experience in the sector of software development related technology documentation.

Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

B. **Proposed Methodology for the Completion of Services**

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

C. **Qualifications of Key Personnel**

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

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

Deliverables	Time (person days)	Professional Fees	Other Costs	Total
Inception report with detail plan				
Software demonstration with piloting				
Final software installation at 20 towns/HQ level with capacity building training				
Annual maintenance (Year 1)				
Annual maintenance (Year 2)				
Annual maintenance (Year 3) & final report				
VAT				
Grand Total				

E.   Cost Breakdown by Cost Component (<u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password</u>)

Items	Unit name	Qty	# Units	Unit Cost (BDT)	Total (BDT)
I. Personnel Services					
Project Manager		1			
Sr. Software Engineer		1			
Software Engineer		1			
Database Expert		1			
Support Engineer		1			
Test/QC Engineer		1			
Technical Writer		1			
II Out of Pocket expenses					
Daily Allowances for Project Staffs					
Travel Allowance					
III Other related costs					
Town Level pin-up session					
Reports and UPP printing					
Map and Ward Atlas printing					
Meeting at the selected communities (5 to 6 communities in each city)					
Sub-Total (I+II+III)					
VAT					
Grand Total					

[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.

Livelihoods Improvement of Urban Poor Communities Project
Terms of Reference for
Savings and Credit Software for LIUPCP's Cities

A. Project Title

Livelihoods Improvement of Urban Poor Communities Project (LIUPCP).

B. Project Description

Livelihoods Improvement of Urban Poor Communities Project (LIUPCP) is a six-year Programme that targets sustainable improvements in the livelihoods and living conditions of the urban poor across towns and cities of Bangladesh. Funded by the Department for International Development (DFID) and the Government of the United Kingdom, it is being implemented by the Local Government Division (LGD) of the Government of Bangladesh together with the United Nations Development Programme (UNDP). At its heart, LIUPCP is an urban governance Programme. LIUPCP seeks to address urban poverty issues through simultaneously supporting municipal governments, as well as urban poor communities, to reduce vulnerability, promote evidenced-based decision-making, improve accountability, and promote inclusive planning practices at the city level; in doing so help to support and influence demand for a pro-poor policy making environment at the national level. Such actions will potentially have a widespread and lasting effect on the formulation and implementation of policies that would improve the lives of millions of Bangladesh's urban poor.

LIUPCP has 5 outputs. Among all outputs, output 2 is to "Enhanced organization, capability and effective voice for poor urban communities". LIUPCP will mobilize urban poor community organizations, so they can understand the issues that underpin urban poverty, voice their demands, and better hold local government accountable in Programme towns and cities. By being more organized and proactive urban poor communities can also better address their own development.

Savings and Credit Group (SCG): Simultaneously, in each Primary Group (PG), the Savings and Credit activity will be initiated as an activity that the community can do themselves. All PG members must participate in the SCG. Members who are classified as extreme poor will be allowed to save at a lower rate compared to other members but will not be exempt from participating. This activity must be considered as a core business of the PG and Community Development Committee (CDC, the 2nd tier organization) and not a separate activity.

The PG meeting will decide the regularity and rate of savings for all the members and that for the extreme poor. The primary focus of the CDC will be to create and promote saving habits in their members and gradually offer demand-driven service products. A strong savings base will increase the sense of ownership and responsibility amongst all members, which in turn will lead towards making the CDC self-sufficient.

What is Savings and Credit Group (SCG): Usually, the members of Primary Groups who participate in the savings & credit activities are called" Savings & Credit (SCG) group, but the Programme encourage to join other community members in the SCG beyond the PG. The SCG is managed by the respective CDC and the same office bearers. The Savings and Credit is tiered by two major organs i.e. SCG and CDC based on the functions.

Savings and Credit Management: Savings and Credit Management refers to the capacity of the CDC to manage the savings and credit groups that it represents, to monitor and manage weekly savings by members, access to loan facilities, and make timely repayments. There are approximately 12 - 15 Savings and Credit groups that are active under one CDC.

C. Scope of work

- Assess the needs to computerize financial data, record keeping & management, scheme, meeting document, grant management etc.
- Conduct meeting/discussion with LIUPCP and towns team (as necessary) to generate the ideas for designing the MIS software
- Provide a Bengali and English interface (only view of the web base software) of the integrated S & C Software
- Mentor and coaching for proper maintaining S & C software
- Design customized web-enable S & C software development and implementation.
- Customize report generation
- Develop methodology for data security and access control implementation design and develop the components of system
- S & C software database backup and implementation of recovery procedure
- End user Training and Technology transfer through arranging Training of the Trainer, piloting, testing and validation in 5 towns (Dhaka North, Gazipur, Faridpur, Rajshahi & Chottogram) and project office on S&C software.
- Develop training and reporting manual in English and Bangla
- Provide Town-wise different domain hosting.

Management Responsibilities

- Managing for Impact (M4i) unit and ICT Expert refers to provide technical insights in the ToR and will manage the contract. They will be fully involved in designing the software with the service provider to meet programmatic requirements and the maintenance of the software.
- Output 2 Coordinators will work with the programmatic requirements and deliverables throughout the process of software installation. Output 2 Coordinators will also work on quality assurance of data and subsequent report generation.

Both the team will work jointly in the pilot phase and the whole process for technical capacity building of the staffs for capturing and processing quality data in the software. **Areas to be covered in the software:**

General steps regarding receipt

- Primary Group members, SCGs and CDC's basic information
- List of S & C members of each SCGs
- Recording expenses against different pockets
- Information status of records keeping
- Member-wise savings information
- Total value of savings of reporting month, (since beginning to end of last month, reporting month and cumulative
- Profits/Interest distributed (since beginning to report month and cumulative)
- Monthly financial transactions and management (prescribed registers/cash book etc.);
- Fund Flow, Cash Management and Fund Management between different calendar year;
- Essential reports/ records: Vouchers, Ledgers, Cash Book, Budget, Annual Financial Statement, Six Monthly Report, Scheme report etc.
- Accounts and Register maintenance procedure
- Alteration, amendment
- Maintenance of Book keeping
- The monthly Cash Register
- Deposit collected money in the Bank
- Others as may be found necessary during the assignment.

Withdrawal, Loan and Fund status Individual members withdraw fund from the Groups

- SCGs and CDCs withdraw fund from the CDCs/Accounts
- Loan disbursed among the members & SCGs
- Loan collected during reporting month and cumulative progress of loan; Loan targets and collected amount during reporting month
- Amount of Outstanding and Overdue of loan
- Value of service charges (interest from loans) collected in different periods (Since beginning to Last month, reporting period, cumulative etc.)
- value of admission fees (pass book and others) collected in different periods (Since beginning to Last month, reporting period, cumulative etc.)
- Value of bank interest earn (since beginning to last month, reporting month and cumulative)
- Bank charges (since beginning to report month)
- Other expenditure e.g. logistics, photocopy etc. (since beginning to report month)
- Interest/profit paid to (Members + Leaders+ CDC, cluster, Federation) in reporting month
- Interest/profit payable on savings balance (Members + Leaders+ CDC, cluster, Federation) in reporting month
- Cash & Bank balance at the end of reporting month
- Total assets and income
- Total liabilities and expenditure
- Total funding status at SCG, CDC level

D. Expected Results and Deliverables

The firm is expected to begin once LIUPCP has approved the Inception Report.

- Establish web enabled integrated Saving and Credit software
- Technical Documentation and User Manual
- Admin & user Training on MIS software and system integration
- Source code, SRS, SDD, DFD and all relevant documentation hand over
- 3 years warranty period

Reports:

Based on the scope of the work outlined above, the following are the deliverables from the software development firm:

- Inception Report including Action Plan
- Detailed Methodology
- Software Requirement Specification
- Need Assessment Report
- Detailed guidelines (both Bengali & English Version)
- Draft version of MIS Software
- Training to concerned stakeholders/users
- A user-friendly final Software with CD/ Hard drive
- Database and source code of the project
- Completion report including upcoming challenges

Technical Specifications:

- Back End: SQL server 2008 or higher Database Front End: Microsoft.Net Framework 4.0(C#, MVC 4) or latest
- Users accounts & accessibility management

- Easy data backup & recovery feature
- Secure transferability of data to central repository for consolidated reporting
- Easy installation process
- Can produce customize report by user
- Indexing Server Technology: Apache v2.4
- Back End: MySQL v5.6
- Web Scripting: PHP 5.6
- Framework for development: CakePHP (MVC).
- Client Scripting: jQuery, Ajax, Javascript (also Java Script Frameworks)
- Markup Languages: HTML5
- Style Sheet: CSS3 (latest version)
- Reporting Tools: Combination of HTML, Java script & PHP

E. Qualifications of the Successful Contractor

The key qualification of the firm, team leader and programmers are listed below. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

Minimum Eligibility Criteria for the firm/s:

- ✓ The firm needs to submit legal papers e.g. valid trade license/ other updated documents to run a business in legal way and TIN certificate, VAT Certificate.
- ✓ Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations
- ✓ Firm must develop at least three (3) similar kind of software for any national/international organization/Government of Bangladesh/UN agencies.
- ✓ 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.

Core Team Composition:

Sl	Name of the post	Qualification
1	Project Manager	i) Minimum graduate in Computer Science and Engineering/ICT having a degree from a reputed university. ii) Minimum 5 years of progressive experience in similar nature of software. iii) Experience in leading such an assignment, role including software design and development and implementation.
2	Sr. Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 4 years of progressive experience in working financial application development tools.
3	Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 3 years of progressive experience in working financial application development tools.
4	Database Expert	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 3 years of progressive experience in database design and development.
5	Support Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) Minimum 2 years of experience in IT-related fields.
6	Test/QC Engineer	i) Minimum graduate in Computer Science and Engineering or relevant subjects

		ii) Minimum 2 years of progressive experience in the sector of software testing and quality assurance.
7	Technical Writer	i) Minimum graduate in Computer Science and Engineering or relevant subjects ii) Minimum 2 years of progressive experience in the sector of software development related technology documentation.

F. Scope of Price Proposal and Schedule of Payments:

Remuneration of the successful contractor will be fixed, and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this ToR. The price should consider all HR costs and professional fees, travel costs, subsistence and ancillary expenses. The financial proposal shall specify the total lump sum amount and must be all inclusive (professional fees, travel costs, living allowances, medical allowances, communications costs etc.)

UNDP shall affect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by LIUPCP/UNDP of the deliverables specified in the ToR. Payments will be based on milestone deliverables upon submission of invoice and upon certification of the work completed.

Deliverables	Payment (%)	Target days
Inception report with detail plan	15	15 days
Software demonstration with piloting	25	45 days
Final software installation at 20 towns/HQ level with capacity building training	30	120 days
Annual maintenance (Year 1)	10	At the end of 18 months
Annual maintenance (Year 2)	10	At the end of 30 months
Annual maintenance (Year 3) & final report	10	At the end of 42 months

G. Evaluation
In response to the invitation to tender, the contractor will have to submit a Technical Proposal as per the Terms of Reference of the scheme and a Financial Proposal separately (in 2 separate envelopes). The tender selection committee will first evaluate the technical proposal of the firms/institutions. Any firms/institutions getting more than 70% of the maximum achievable points in the Technical Proposal will be considered legible for financial appraisal, and ultimately therefore, for contracting. The Financial Proposal will be evaluated based on lowest price.

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

   a)   Responsive/compliant/acceptable with reference to this ToR, and;

Having received the highest score out of a pre-determined set of weighted technical and financial criteria to this solicitation, with the ratio at 70:30 respectively.

Duration of the assignments: Total duration of the assignments will be for 3.5 years.

Technical Evaluation Criteria:

Criteria	Weight	Max. Points
Technical	70	

1. Overall experience and Expertise of the organization/Firm		**15**
Experience of working with UN Agencies/GoB in Software Development		5
Experience of working with financial institution/ micro financial institution in Software Development		5
Experience of working with similar technology mentioned in the ToR		5
2. Expertise of Key personnel		**25**
Competency of Project Manager		6
Competency of Sr. Software Engineer		4
Competency of Development Team		15
2. Methodology proposed in the technical proposal		**30**
Overall understanding of the assignment & proposed solution		10
Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		5
Appropriateness and relevance of development tools and methodology		5
Change request/quality control (SDLC) mechanism during the project		5
Risk Management & Overall flexibility		5

Declaration

Date:

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

Assignment: **Hiring Firm for Savings and Credit Software for LIUPCP's Cities.**

Reference: RFP-BD-2019-19-052

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,