



23 February 2020

REQUEST FOR PROPOSAL (RFP-BD-2020-004)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Designing and Developing Integrated Digital Office Management Systems for the National Human Rights Commission**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Saturday, March 07, 2020

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

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

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

Username: event.guest

Password: why2change

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

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

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

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

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

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

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,



Shaikh Munir Hossain
Operations Manager a.i.
February 23, 2020

Description of Requirements

Context of the Requirement	<p>The Human Rights Programme (HRP) is building the capacity of existing human rights architectures in Bangladesh. The Programme supports State based institutions, with a special focus on the National Human Rights Commission (NHRC), as well as undertaken key civil society interventions to improve human rights coalitions across the country. The Programme has a particular focus on working with vulnerable and marginalised groups, including women and girls, children and young people, ethnic and religious minorities, people with disabilities, Dalits and other minorities. It is also strengthening the gender equality initiatives, supporting activities and initiatives of the civil society organizations for women and girls and build the position of the NHRC as an important partner for gender equality in Bangladesh. The Programme seeks to expand on rights-based advocacy, in particular looking at developing the NHRC's role in engaging with Government on human rights issues. The Programme focus on the following outputs:</p> <ul style="list-style-type: none"> ○ Strengthened capacity of the National Human Rights Commission to deliver on its mandate ○ Enhanced capacity of civil society and community-based organizations to engage in human rights advocacy and awareness raising ○ Enhanced capacity of law enforcement agencies, in particular police, on human rights issues ○ Strengthened capacity of national stakeholders to better protect and promote women's rights ○ Strengthened capacity of national stakeholders to better protect and promote the rights of ethnic minorities. <p>The National Human Rights Commission Bangladesh is a statutory body re-constituted in 2009 under the Act No 53 of 2009, The National Human Rights Commission Act. The National Human Rights Commission in January 2020 has introduced the <i>E-Nothi</i> system for file management and operations. The Commission further seeks to develop an Integrated Digital Office Management and Database System.</p>
Implementing Partner of UNDP	Human Rights Programme
Brief Description of the Required Services	<p>1. Specific Objectives: Business Case & Business Realization</p> <p>The main purpose of this assignment is to develop a Mobile Application with an Integrated Digital Office Management Systems. The integrated digital Office Management Systems will consist of the several modules.</p> <p>2. Scope of Work & Features of the Proposed System</p> <p>The main objective is to design and develop an Integrated Office Management Systems which is user friendly, compatible with computer and mobile and accessible to all including persons with disabilities (particularly visually impaired or low vision).</p>

	<p>Web-based Integrated Digital Office Management Systems & Mobile Application</p> <ul style="list-style-type: none">- Software development life cycle should be implemented throughout the systems development.- Prepare Technical Documents leading to software development including (not limited to) Software Requirement Specification (SRS), Business Process Document, Business Requirement Document (BRD), Data Dictionary, Use Cases, Test Cases, Training Manual and Entity Relationship Diagram (ERD).- Include a SMS gateway, SMTP Email for public in the complaint handling module (this is to notify public about the status of complaint).- Each module to have an interactive dashboard.- The Mobile Application version of the systems should be developed for Android (All versions).- Auto synchronization with the central database in the Mobile App at the availability of the internet connectivity.- Test and confirm prototype of the software piloting in a specific module as Technical proof of concept (POC). Prototype to be approved by stakeholders including HRP & NHRC.- Systems to be able to add apps if needed in the future.- System Architecture be designed in such a way so that new app can be developed based the future requirements. <p>Modules & Features</p> <p>All modules should be integrated and interlinked. Systems interlinkages should facilitate transfer and exchange of notes from one user to another (within module), include approval hierarchy in practice. Include several categories of users with different functions including Complaint Management System, Inventory Management System, Transport and Travel Management System, Human Resource Management System, Accounting & Financial Management System, Knowledge Management System.</p> <p>The call intends to implement the design of the above module in a phased-out manner. The whole assignment will include three phases.</p> <ul style="list-style-type: none">- Phase I the vendor will design and pilot integrated office management system per the present workflow practices that has been mapped.- Phase II the vendor will focus on implementing designing and piloting module 2-7.- Phase III troubleshoot and finalize the system. (Financial proposal should be made on module wise).									
List and Description of Expected Outputs to be Delivered	<table><tr><th>No.</th><th>Topic</th><th>No of days</th></tr><tr><td>1.</td><td>Conduct background scoping and research work and finalizing the system requirement specification</td><td>20 Days</td></tr><tr><td>2.</td><td>Core System Development (Web Based System and Mobile Apps) with functional attributes and functional & usable prototype</td><td>50 days</td></tr></table>	No.	Topic	No of days	1.	Conduct background scoping and research work and finalizing the system requirement specification	20 Days	2.	Core System Development (Web Based System and Mobile Apps) with functional attributes and functional & usable prototype	50 days
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1.	Conduct background scoping and research work and finalizing the system requirement specification	20 Days								
2.	Core System Development (Web Based System and Mobile Apps) with functional attributes and functional & usable prototype	50 days								

	3.	Necessary Integration with third party systems	10 days
	4.	Demonstrate the system for first level feedback collection and incorporation	10 days
	5.	Model implementation as Pilot	30 Days
	6.	Further development based on feedback from user during pilot implementation	20 Days
	7.	Delivery of the final version of the system and user manual and knowledge transfer orientation workshop,	10 days
		Application Enhancement sub- total	150 days
	8.	Support and maintenance (after delivery of the system)	150 days
		Total	300 days
Person to Supervise the Work/Performance of the Service Provider	The Chief Technical Advisor, Investigation & Human Rights Expert and Data Analysis Expert will control the progress, approval/acceptance of deliverables and get guidance from Solution Architect of A2I and liaise/interact with Assistant Director (IT),		
Frequency of Reporting	As indicated in the ToR		
Progress Reporting Requirements	As indicated in the ToR		
Location of work	<input type="checkbox"/> Exact Address/es As indicated in the ToR		
Expected duration of work	Duration of the assignment will be 10 months		
Target start date	March 15 2020		
Latest completion date	December 30 2020		
Travels Expected	As indicated in the ToR		
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others [pls. specify]		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency, BDT		
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT		
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days 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 <input type="checkbox"/> Permitted
Payment Terms	<ul style="list-style-type: none"> ▪ 1st Payment: 30% of total contract value will be paid upon submission of analysis and submission of Software Requirement Specification (SRS) and project plan, project design approval, SLA. ▪ 2nd Payment: 50% of total contract value will be paid upon completion of System Development (both Web based and Mobile App) and completion of training and final report submission. ▪ Final Payment: 20% of the total contract value will be paid on completion of five (05) months maintenance services
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Chief Technical Advisor (CTA) will also carry out a performance evaluation at the end of the assignment
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% Technical Offer and 30% Price Weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Minimum eligibility criteria of the consultancy firm: The Vendor must have adequate technical ability, resources, human resources and processes. As such, following are defined as minimum eligibility criteria:</p> <ul style="list-style-type: none"> • Minimum 10 years' experience in ICT business as a registered company/entity in Bangladesh registered with the Register of joint stock & companies in Bangladesh: Member of BASIS in Bangladesh Business Licenses – Registration Papers, Tax Payment Certification, etc. Provide 3 years latest audited financial statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. • Minimum 7 years' solid practical experience in developing web-based enterprise solution and mobile app development. Minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit

Software, Banking Software, Process automation software, Data/Process Mining Tools. Etc. Experience in running large-scale solution for the Government of Bangladesh for example *e-Nothi*/UN agencies/cooperate sector related to public service delivery and office management in Business Process Management (BPM) or Office Management or Data Management or Workflow Management.

- Authorized certified partner of ORACLE Corporation/SAP/E-Business Suite/Microsoft Dynamics/ERP will get advantage.
- Experiences on the system handling user more than 5000+ Users, .5 TB+ Data and 1TB+ Content related to citizen service management.
- Required to have Test Environment ready with equipped devices at vendor's premise.
- Located in Dhaka.
- 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; company profile, which should not exceed fifteen (15) pages.
- Joint Venture/Consortium/Association having technical and legal competency for developing such (ICT) product can bid jointly but they must have legal agreement among them where one company needs to be master. Joint-venture agreement needs to have clear identification about each company's responsibility matrix along with the intellectual property rights (IPR). If the Proposal is submitted as a, each member should meet minimum criteria, unless otherwise specified in the criterion. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).

Minimum eligibility criteria of the key personnel:

Position	Quantity	Required Experience
Team Leader/Project Leader	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 10 years of progressive experience in Software Development, Database management, System Analysis, Security, Project Management and in Support, with at least five years in managing IT Projects
Senior Expert		
System Analyst	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 7 years of experience in analysing complex requirement and make technical strategy.

		Ability to prioritise requirement and decision making
Software Architect	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience in architecting large scale application
Software Quality Assurance Manager	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience as quality assurance manager. Fluent in current tools/trends used by QA
Senior Engineer (1), Software Engineer (3), App Developer (1) UI Designer (1)	6	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience in designing and developing enterprise application. Critical thinking ability in bug reduce, adding new codes. Problem solving skills to analyse worst case and take proper measure
Database Administrator/Developer	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience in designing enterprise database and data management
Junior Expert		
Test Engineer (manual testing, integration testing)	1	Minimum graduate in any discipline. Minimum 5 years of experience in automated testing tools which will allow to make a bug free application. Test case and execute test case within applications. Ability to find loopholes in configurations
Support Engineer/ Implementation/ Technical Support Engineer	1	Minimum graduate in any discipline. Minimum 5 years of experience in server administration, database maintenance and security.

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

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

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

Technical Proposal (70%)

- ☒ Background experience/ Expertise of Firm
- ☒ Adequacy and comprehensiveness of the proposal (concept, approach, work plan, Methodology)
- ☒ Qualifications and competence of the key staff for the Assignment

BASIS OF TECHNICAL EVALUATION

Criteria	Weight	Max. Points
Technical	70	
Background experience/ Expertise of organization/Firm		15
Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		40
Management Structure & Skills and experience of Key Personnel		15

Financial Proposal (30%)

In the Second Stage, the price proposal of all Firms, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

=Total Combined and Final Rating of the Proposal

	The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)
Contact Person for Inquiries (Written inquiries only)	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 28 February, 2020. "Queries on RFP-BD-2020-004"</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	A pre-bid meeting will be held at IDB Bhaban, (18 th floor), meeting room, for the clarification on the bidding document and ToR <u>on 27 February 20, 2020 at 12.30 PM.</u> Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

Minimum eligibility criteria of the consultancy firm:

The Vendor must have adequate technical ability, resources, human resources and processes. As such, following are defined as minimum eligibility criteria:

- Minimum 10 years' experience in ICT business as a registered company/entity in Bangladesh registered with the Register of joint stock & companies in Bangladesh: Member of BASIS in Bangladesh Business Licenses – Registration Papers, Tax Payment Certification, etc. Provide 3 years latest audited financial statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.
- Minimum 7 years' solid practical experience in developing web-based enterprise solution and mobile app development. Minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit Software, Banking Software, Process automation software, Data/Process Mining Tools. Etc. Experience in running large-scale solution for the Government of Bangladesh for example e-Nothi/UN agencies/cooperate sector related to public service delivery and office management in Business Process Management (BPM) or Office Management or Data Management or Workflow Management.
- Authorized certified partner of ORACLE Corporation/SAP/E-Business Suite/Microsoft Dynamics/ERP will get advantage.
- Experiences on the system handling user more than 5000+ Users, .5 TB+ Data and 1TB+ Content related to citizen service management.
- Required to have Test Environment ready with equipped devices at vendor's premise.
- Located in Dhaka.
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Support Engineer/ Implementation/ Technical Support Engineer	1	Minimum graduate in any discipline. Minimum 5 years of experience in server administration, database maintenance and security.

**** CVs not more than 5 pages**

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

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

A. Proposed Methodology for the Completion of Services

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

B. Qualifications of Key Personnel

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

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*

c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

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

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

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

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

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

For Designing and Developing Integrated Digital Office Management Systems for the National Human Rights Commission

AGENCY/PROJECT NAME:	Human Rights Programme
DURATION:	10 months
COUNTRY OF ASSIGNMENT:	Bangladesh

TERMS OF REFERENCE

For designing and developing Integrated Digital Office Management Systems for the National Human Rights Commission

3. Project Title:

Human Rights Programme (HRP), UNDP

4. Description of the Assignment

Background Information and Rationale, Project Description

The Human Rights Programme (HRP) is building the capacity of existing human rights architectures in Bangladesh. The Programme supports State based institutions, with a special focus on the National Human Rights Commission (NHRC), as well as undertaken key civil society interventions to improve human rights coalitions across the country. The Programme has a particular focus on working with vulnerable and marginalised groups, including women and girls, children and young people, ethnic and religious minorities, people with disabilities, Dalits and other minorities. It is also strengthening the gender equality initiatives, supporting activities and initiatives of the civil society organizations for women and girls and build the position of the NHRC as an important partner for gender equality in Bangladesh. The Programme seeks to expand on rights-based advocacy, in particular looking at developing the NHRC's role in engaging with Government on human rights issues. The Programme focus on the following outputs:

- Strengthened capacity of the National Human Rights Commission to deliver on its mandate
- Enhanced capacity of civil society and community-based organizations to engage in human rights advocacy and awareness raising
- Enhanced capacity of law enforcement agencies, in particular police, on human rights issues
- Strengthened capacity of national stakeholders to better protect and promote women's rights
- Strengthened capacity of national stakeholders to better protect and promote the rights of ethnic minorities.

The National Human Rights Commission Bangladesh is a statutory body re-constituted in 2009 under the Act No 53 of 2009, The National Human Rights Commission Act. The National Human Rights Commission in January 2020 has introduced the *E-Nothi* system for file management and operations. The Commission further seeks to develop an Integrated Digital Office Management and Database System.

5. Specific Objectives: Business Case & Business Realization

The main purpose of this assignment is to develop a Mobile Application with an Integrated Digital Office Management Systems. The integrated digital Office Management Systems will consist of the several modules.

6. Scope of Work & Features of the Proposed System

The main objective is to design and develop an Integrated Office Management Systems which is user friendly, compatible with computer and mobile and accessible to all including persons with disabilities (particularly visually impaired or low vision).

Web-based Integrated Digital Office Management Systems & Mobile Application

- Software development life cycle should be implemented throughout the systems development.
- Prepare Technical Documents leading to software development including (not limited to) Software Requirement Specification (SRS), Business Process Document, Business Requirement Document (BRD), Data Dictionary, Use Cases, Test Cases, Training Manual and Entity Relationship Diagram (ERD).
- Include a SMS gateway, SMTP Email for public in the complaint handling module (this is to notify public about the status of complaint).
- Each module to have an interactive dashboard.
- The Mobile Application version of the systems should be developed for Android (All versions).
- Auto synchronization with the central database in the Mobile App at the availability of the internet connectivity.
- Test and confirm prototype of the software piloting in a specific module as Technical proof of concept (POC). Prototype to be approved by stakeholders including HRP & NHRC.
- Systems to be able to add apps if needed in the future.
- System Architecture be designed in such a way so that new app can be developed based the future requirements.

Modules & Features

All modules should be integrated and interlinked. Systems interlinkages should facilitate transfer and exchange of notes from one user to another (within module), include approval hierarchy in practice. Include several categories of users with different functions including Complaint Management System, Inventory Management System, Transport and Travel Management System, Human Resource Management System, Accounting & Financial Management System, Knowledge Management System.

The call intends to implement the design of the above module in a phased-out manner. The whole assignment will include three phases.

- Phase I the vendor will design and pilot integrated office management system per the present workflow practices that has been mapped.
- Phase II the vendor will focus on implementing designing and piloting module 2-7.
- Phase III troubleshoot and finalize the system. (Financial proposal should be made on module wise).

Module	Features
Complaint Management System (Module-1)	<ul style="list-style-type: none"> - System to be linked with NID and birth registration system with relevant Government entities for verification of complainants. - System should be integrated with the Eksheba Govt. platform and MyGOV App for Complaint Submission. - User access control by organization structure & functions of users - Submit complaint & register. - Register Suo-moto issues. - Provide Auto generated Memo Number. - Documents, pictures, video and emails etc. can be attached directly to case files. Each attachment is automatically numbered and categorized (witness statement, interview video, etc). - SMS/Email auto notification of acknowledgment of receipt of complaints. - SMS/Email notification letter in different purpose or stages. - Once complaint is submitted it should go through electronic filing system named <i>e- Nothi</i> for decision making. Each and every steps of decision making has to be reflected into the Complaint management system.

	<ul style="list-style-type: none"> - Necessary Integration with <i>e-Nothi</i> System has to be done. - Distribute of the complaints to the relevant officer (division wise) and provide instructions. - Screening/analysis of complaints on human rights violations. - Prepare complaint summary & file. - Update with direction/decision from the Management. - Respond to complainant inquiries: updating case status & provide information. - Status update based on hearing, inquiry, fact-finding. - Tracking complaint status. - Auto popup notification for reminder/re-issue (timeline) the letter to the respondent (relevant ministry/agency). - Auto generated letter with option to draft, edit, and send letter to the respondent (relevant ministry/agency). - Send outcome information to the complainant or the respondent (relevant ministry/agency). - Send recommendation letter to complainant or respondent. - Interactive dashboard for users not limited to disaggregated by sex, age including child, ethnicity of the complainants, complaints category/issues, number of complaints, respondents, geographical location (divisions and districts), pending and disposal list by user, quarterly status. - Reporting, date between, daily, weekly, monthly, 6 months and annual. - Allow report generation by name/date of birth/case number/category of the violation/place of occurrence/name of the accused/phone numbers etc. - Referral system in place. - Conduct Client satisfaction survey. - Any other additional requirement requested. - Apps based application processing connected with the e-filing system. <p>News & Media Monitoring Database</p> <ul style="list-style-type: none"> - Develop a system of incidents & human rights violation related data/news/information from print media/online news portal. Store, and trend analysis. Mapping of incidents/human rights violations based on categories, types, geographical locations. A fully customizable system which can be tailored to fitting with the needs in the future. - Identify human rights violations issues selected suo moto by the National Human Rights Commission for next steps. - Crosscheck and filter human rights violations collected from the print media/online news with the complaints lodged to the National Human Rights Commission. - Produce statistics based on demography/age/ethnic groups /religion/sex/sexual orientation/ monthly/daily report from the data collected from media monitoring. - Interactive dashboard on data visualization of violation statistics based on demography/age/ethnic groups /religion/sex/sexual orientation/ monthly/daily report from the data collected. In build data export facility (CSV, Excel, PDF, MS Word).
Inventory Management System (Module-2)	<ul style="list-style-type: none"> - Asset management/stock/Item Management - Stock Adjustment/Unit of Measure/ - Stock Transfer - Goods Received Note/Details - Supplier information management - Manage inventory

	<ul style="list-style-type: none"> - Requisition and Issue - Asset report - Stock report - Category report - Any other additional requirement requested.
Transport and Travel Management System (Module-3)	<ul style="list-style-type: none"> - Automated requisition and issue management system should be available in the system including vehicle management, visit management, travel management, travel settlement. - Vehicle registration, fuel management. - Any other additional requirement requested. - Budget Integration/Allocation.
Activity Management of the Thematic Committees of the National Human Rights Commission (Module-4)	<ul style="list-style-type: none"> - Keep track of the strategies/work plan/action plan for the thematic Committees. - Keep record of the meetings/decisions of the thematic committees and track the implementation status of the decisions/outcomes/recommendations/observations/policy briefings/findings from any research conducted. - Keep track of events/seminar/workshop/dialogues performed by each committee. - Generate reports. - Interactive dashboard based on thematic committees, events and decisions etc.
Human Resource Management System (Payroll/Leave/Attendance) (Module-5)	<ul style="list-style-type: none"> - Merge with the different segment of human resources including payroll management, leave management, training management, Annual Performance Appraisal etc. - payroll module should also incorporate with the accounting system. - Employee database management. - Biometric attendance system (both hardware and software) will be needed for attendance of the employee of NHRC that can also generate different reports. - Digital meeting management system (optional). - Any other additional requirement requested. - Connected with the e-filing system if required.
Accounting & Financial Management System (Module-6)	<ul style="list-style-type: none"> - A Computerized Accounting & Financial Management System (Accounting, Budget, Loan/Advance, bill settlement etc). - Retrieval of information is very easy and accurate. - Cash Book, Bank Book, Consolidated Statement. - Statement of Expenditure, Uses of Funds by Category and Expenditures. - Advance Report, Expense report. - Heads of accounts.
Knowledge Management System (Module-7)	<ul style="list-style-type: none"> - A technical library management system (e-library) should be available so that the employee can easily access the knowledge repository and information Centre of NHRC.

Add on Features for Software

- Multi-Language Support (Bangla, English).
- Application should support Model View Controller (MVC) framework.
- Able to seamless integration with future module/components/applications.
- Creating necessary API for future integration with other system.
- Design and develop both operational and monitoring dashboards for different layers of users with configurable presentation and configurable layer definition.
- Provide Data Import/Export facility by user interface (UI) and ensure data portability.
- Design and Develop role-based access control system for user.

- Application should be lightweight and rich client-side scripting.
- Mobile app be able to operate in low speed internet connection as an option.
- Ensure full cloud compatibility and international standard (IS) control compliance in the software system to address any acceptable test and audit on the system.
- Incorporate existing policies on access to data and protection of sensitive information.
- Ensure application level security creating necessary controls in the software. The system should be completely secure and full proof with incorporation of industry standard proven data encryption techniques and methodologies.
- The access control security function shall provide a facility for the system administrator to suspend an existing user's access rights for a specified period of time or indefinitely.
- User Interface Security: No system level file/information should be accessible throughout the web browser. The system should never allow executing direct files.
- SQL/XML/Code injection, Session hijacking/fixation, Output Escaping, Cross-Site Request Forgery, Cross-Site Scripting, Enforced Same Origin Policy, Parameter Tampering, Directory Traversal, Denial of Service etc. should be prevented, logged, and reported
- Facility can be provided to lock a user and unlock as and when required.
- Data Security: No personally identifiable information may be exposed within and outside the system without proper authorization as privacy of the user data must be dealt with utmost priority.
- Any attempt to breach the security will be recorded with all the relevant data.
- Reports can be retrieved for all audit logs.
- Post development support & maintenance service for five (05) months under structured Service Legal Agreement (SLA) and Change Management Architecture.

High Level Design

- A Back-End Database: This will be used for all sorts of operations. This will be the central repository of the data. But, for reference, to read data, NHRC Head office and all module separate databases, which will act as a slave of the master/central database. These databases will be synced automatically with the master.
- The API server: This will host the core application with business logics and open up API's request with required features. This will sit in-between Database and any application server.
- Application Server: A web application or any other smart device app server that plays data commissioning role as a consumer of the API repository.
- Front-end: A very rich interface using JavaScript is a must to make the system user friendly and cutting edge.
- A notification Server: This will push notifications to the apps. e.g. when an application creates a notification, an alert will be generated on the dashboard without refreshing or calling by repeating Ajax/Applet Request.
- Auto save option for any data as draft so that when a user writes something that will not be lost (e.g. . google doc). Browser level storage option like HTML5 is expected.
- The user interface and functionality of the system should be similar with the government e-file system.

Technology Specification

There should be 2 versions of the application:

- **Web version**
- **Mobile version**

Technology Platform

- Need to use latest model view controller (MVC).
- Strictly follow the Principle of Agile Methodology and iterative prototyping for software development.
- Need to use open source web & mobile technology including database, programming language, graphical user interface (GUI).
- Future technology Change, iterative prototyping and agile method used in product design are the generic expectation.
- Technology will be open to HRP/NHRC for IT Audit.

- Need to use user acceptable framework in IDE.
- Application Development OS will be platform independent.
- Programming environment- platform independent and scalable to its future versions.
- No proprietary 3rd party tools for reporting other than the backbone technology will be used.

Security

The vendor should follow any of the industry standard secure development methodology such as (but not limited to) Comprehensive Lightweight Application Security Process (CLASP) by Open Web Application Security Project (OWASP) etc. The vendor should consider (but not limited to) common vulnerabilities such as SQL Injection, Cross Site Scripting (XSS) etc. Vendor will undertake responsibility for Input Validation Controls, Authorization/Authentication Control and other security controls in place in both test and production environment of application.

7. Deliverables and Schedules/Expected Outputs

The following outputs will have to be delivered within a maximum period of five (05) months after signing the contract requiring the following deliverables:

- Inception report including action plan & detailed methodology.
- Software requirement specification SRS, Business Process Document, Business Requirement Document (BRD), Data Dictionary, Use Cases, Test Cases.
- System Design Document (SDD).
- Web Application.
- Mobile Application based on the features of web-based application.
- Complete Source Code should be provided on the final deliverable with version control.
- Hosting requirement specification.
- User Acceptance Test Report (UAT) Report.
- Training materials and user manuals for system users.
- Documentation for the change management during customization and version control.
- Post development support & maintenance service for five (05) months under structured Service Legal Agreement (SLA) and Change Management Architecture.
- Completion report including upcoming challenges if any.

Expected Duration of the Assignment

Total Duration of the assignment is ten (10) Months.

- Three (03) months is core development period and vendor need to release Online version with functional attributes and functional & usable prototype.
- One (01) month for Model implementation as Pilot.
- One (01) month for further development based on feedback from user during pilot implementation.
- Five months (05) for Post Development Support Service and Change Management.
- Master Agreement will be for five (05) months and the maintenance agreement will be for five (05) months. After five (05) months maintenance agreement if NHRC requires the post development support and maintenance service that should be negotiated between the parties.

No.	Topic	No of days
1.	Conduct background scoping and research work and finalizing the system requirement specification	20 Days
2.	Core System Development (Web Based System and Mobile Apps) with functional attributes and functional & usable prototype	50 days
3.	Necessary Integration with third party systems	10 days
4.	Demonstrate the system for first level feedback collection and incorporation	10 days
5.	Model implementation as Pilot	30 Days
6.	Further development based on feedback from user during pilot implementation	20 Days

7.	Delivery of the final version of the system and user manual and knowledge transfer orientation workshop,	10 days
	Application Enhancement sub- total	150 days
8.	Support and maintenance (after delivery of the system)	150 days
	Total	300 days

Schedule of Payments

Payments will made against time bound deliverable as specified in this ToR. HRP, UNDP shall affect payments, by bank transfer to the proposer's bank account. Financial proposal should be made on module wise. HRP will reserve the right to deduct any module from the assignment, thus the payment would also be deducted from the total financial proposal if requires in the future.

Deliverables	Percentage of payment
After completion of analysis and submission of Software Requirement Specification (SRS) and project plan, project design approval, SLA	30%
After completion of System Development (both Web based and Mobile App) and completion of training and final report submission	50%
After completion of five (05) months maintenance services	20%

8. Minimum Eligibility and Qualification Criteria

The Vendor must have adequate technical ability, resources, human resources and processes. As such, following are defined as minimum eligibility criteria:

- Minimum 10 years' experience in ICT business as a registered company/entity in Bangladesh registered with the Register of joint stock & companies in Bangladesh: Member of BASIS in Bangladesh Business Licenses – Registration Papers, Tax Payment Certification, etc. Provide 3 years latest audited financial statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.
- Minimum 7 years' solid practical experience in developing web-based enterprise solution and mobile app development. Minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit Software, Banking Software, Process automation software, Data/Process Mining Tools. Etc. Experience in running large-scale solution for the Government of Bangladesh for example *e-Nothi*/UN agencies/cooperate sector related to public service delivery and office management in Business Process Management (BPM) or Office Management or Data Management or Workflow Management.
- Authorized certified partner of ORACLE Corporation/SAP/E-Business Suite/Microsoft Dynamics/ERP will get advantage.
- Experiences on the system handling user more than 5000+ Users, .5 TB+ Data and 1TB+ Content related to citizen service management.
- Required to have Test Environment ready with equipped devices at vendor's premise.
- Located in Dhaka.
- 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; company profile, which should not exceed fifteen (15) pages.
- Joint Venture/Consortium/Association having technical and legal competency for developing such (ICT) product can bid jointly but they must have legal agreement among them where one company needs to be master. Joint-venture agreement needs to have clear identification about each company's responsibility matrix along with the intellectual property rights (IPR). If the Proposal is submitted as a, each member should meet minimum criteria, unless otherwise specified in the criterion. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).

9. Management Structure of the Team and Key Personnel: Minimum one (01) Team Leader/Project with nine (09) Senior Expert and two (02) Junior Expert:

Position	Quantity	Required Experience
Team Leader/Project Leader	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 10 years of progressive experience in Software Development, Database management, System Analysis, Security, Project Management and in Support, with at least five years in managing IT Projects.
Senior Expert		
System Analyst	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 7 years of experience in analysing complex requirement and make technical strategy. Ability to prioritise requirement and decision making.
Software Architect	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience in architecting large scale application.
Software Quality Assurance Manager	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience as quality assurance manager. Fluent in current tools/trends used by QA.
Senior Engineer (1), Software Engineer (3), App Developer (1) UI Designer (1)	6	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience in designing and developing enterprise application. Critical thinking ability in bug reduce, adding new codes. Problem solving skills to analyse worst case and take proper measure.
Database Administrator/Developer	1	Minimum graduate in Computer Science and Engineering or ICT. Minimum 5 years of experience in designing enterprise database and data management.
Junior Expert		
Test Engineer (manual testing, integration testing)	1	Minimum graduate in any discipline. Minimum 5 years of experience in automated testing tools which will allow to make a bug free application. Test case and execute test case within applications. Ability to find loopholes in configurations.
Support Engineer/Implementation/Technical Support Engineer	1	Minimum graduate in any discipline. Minimum 5 years of experience in server administration, database maintenance and security.

10. Progress Controls

The Chief Technical Advisor, Investigation & Human Rights Expert and Data Analysis Expert will control the progress, approval/acceptance of deliverables and get guidance from Solution Architect of A2I and liaise/interact with Assistant Director (IT), NHRC and the National Human Rights Commission (NHRC). CTA will also carry out a performance evaluation at the end of the assignment.

11. Facilities to be provided by UNDP

HRP will provide the following support:

- Provide relevant information to the vendor as necessary for their analysis such as
 - a. Set-up information.
 - b. Assessment report and process flow and associated information covering interlinkages among the activities.
 - c. Templates (with logo or design approval) of the prescribed forms.
 - d. List of structured reports and report templates.
- Assign representative(s) to control and supervise the assignment.
- Provide feedback and approve the action plan submitted by the vendor and the demo version of the system.

12. Terms & Conditions

- Copyright reserved by HRP-UNDP/NHRC.
- The selected vendor should provide complete source code, data structure, technical documents and all other design documents creating inter-team integrated development environment (IDE) to NHRC /HRP/UNDP or nominated expert by to HRP/UNDP/NHRC.
- Any requirement for change should be addressed by the vendor if needed including post development support service period.
- The selected vendor should allow 3rd party audit on product development/maintenance environment as appointed by HRP/UNDP/NHRC.
- The selected vendor should allow NHRC/HRP/UNDP on product testing.

13. Evaluation

The consulting firm/organization will be evaluated based on the following methodology:

- A. Evaluation and comparison of proposals:** Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria:

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".

B. Technical Proposal (70%)

Criteria	Weight	Max. Points
Technical	70	
Background experience/ Expertise of organization/Firm		15
Organization Profile, administrative and financial management structure of the organization		5
Minimum 10 years' experience in ICT business as a registered company/entity in Bangladesh registered with the Register of joint stock & companies in Bangladesh: Member of BASIS in Bangladesh Business Licenses – Registration Papers, Tax Payment Certification, etc. Provide 3 years latest audited financial statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.		5
Minimum 7 years' solid practical experience in developing web-based enterprise solution and mobile app development. Minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit Software, Banking Software, Process automation software, Data/Process Mining Tools. Etc. Experience in running large-scale solution for the Government of Bangladesh/UN/ any cooperate sector related to public service delivery and office management.		3
Experiences on the system handling user more than 5000+ Users, .5 TB+ Data and 1TB+ Content related to citizen service management.		2
Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		40
<ul style="list-style-type: none"> • Overall understanding of the assignment, project design & proposed solution-architecture 		15

• Proposed project plan, work plan and timeline relevant to the assignment as per the Terms of Reference		8
• Appropriateness and relevance of development tools and methodology		5
• Quality control (SDLC) mechanism		3
• Change Management Methodology		3
• Support Service Management Plan		3
• Risk Management & Overall flexibility		3
Management Structure & Skills and experience of Key Personnel		15
Competency of Team Leader/Project Leader		2
Competency of Software Architect		2
Competency of System Analyst		2
Competency of Software Quality Assurance Manager		2
Competency of Sr. Software Engineer (App Developer, UI Designer)		2
Competency of Database Administrator/Developer		2
Competency of Software Engineer-Web, Mobile		1
Competency of Support Engineer/Implementation/Technical Support Engineer		1
Competency of Test Engineer		1
Financial	30	30
Total		100

BASIS OF TECHNICAL EVALUATION

Criteria	Weight	Max. Points
Technical	70	
Background experience/ Expertise of organization/Firm		15
Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		40
Management Structure & Skills and experience of Key Personnel		15
Financial	30	30
Total		100

Following the Technical evaluation, in the second stage, the price proposal of all qualified firms, which have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the firm offering the “best value for money” based on the cumulative method.

In this methodology, Technical Criteria weight is 70 and Financial Criteria weight is 30. Accordingly, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. A formula is as follows:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated.

Declaration

Date:

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

Assignment _____

Reference: RFP-BD-2020-004

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,

