



## **TERMS OF REFERENCE**

**FOR**

**Development of the FLAXA Responsible Business Conduct (RBC) Data Collection  
and Reporting Platform**

## 1. Background

Footwear Leathersgoods & Accessories Exporters Association (FLAXA), under **IPP Phase-II**, intends to develop a web-based platform to collect, manage and analyse periodic Responsible Business Conduct (RBC) and social compliance information from participating factories. The platform will support the work of the FLAXA RBC Cell and help FLAXA assess the overall situation of the sector and link the RBC cell of FLAXA with national RBC cell under Ministry of Commerce.

The initial implementation will cover the 20 factories participating in the RBC Cell baseline exercise. The platform will be designed so that it can later extend to 300 or more factories without major changes to its architecture.

## 2. Purpose of the Assignment

FLAXA intends to engage a qualified software development firm to design, develop, test, deploy and maintain a web-based ESG Data Platform tailored to its operational requirements.

The selected firm will be responsible for delivering a functional and documented system, supporting its initial implementation, training designated users, handing over the project-specific source code and technical assets, and providing post-deployment support and maintenance for the agreed assignment period.

## 3. Objectives

The key objectives of the assignment are to:

- Establish a centralised digital platform for RBC and social compliance data collection and management;
- Enable participating factories to submit structured information through online forms and questionnaires;
- Facilitate collection and management of , **Social, Governance, HRDD, and compliance-related information**;
- Enable FLAXA to review, manage, and monitor submitted information;
- Provide dashboards, summaries, and reports for monitoring and analysis;
- Maintain organized factory profiles and relevant factory-level documents;
- Maintain historical records and submission status for participating factories;

- Provide a secure, scalable, and maintainable system suitable for future expansion; and
- Ensure **FLAXA retains ownership and control of the platform, source code, data, and technical assets.**
- Ensure the platform is designed for future integration with SmartSolutions, allowing participating factories to use their existing SmartSolutions factory profiles and user credentials, subject to API availability, authorization, and technical feasibility.

## 4. Scope of Work

The selected service provider shall be responsible for requirements analysis, system design, UI/UX design, development, testing, deployment, documentation, training, and post-deployment technical support.

### 4.1 Requirements Analysis and Factory/User Management

The firm shall consult with FLAXA to understand its business processes, factory information requirements, user roles, and reporting needs. Based on these consultations, it shall prepare a Software Requirements Specification (SRS) for FLAXA's review and approval before proceeding with development.

The platform shall include:

- Factory profile and participating-factory management.
- User account management and role-based access for factory representatives, FLAXA reviewers, and administrators.
- Administrative functions for managing factories, user accounts, and relevant permissions.
- Appropriate validation and management of factory information.

The firm shall assess whether existing factory profile and user information can be reused or synchronized from FLAXA's SmartSolutions platform. The assessment shall consider available APIs, data structures, authentication mechanisms, technical documentation, and authorized access. If integration is feasible, the firm shall propose an implementation approach, including any dependencies and costs, for FLAXA's written approval before implementation. If integration is not feasible, the firm shall document the limitations and recommend a practical alternative.

### 4.2 RBC Data Collection and Questionnaires

The platform shall provide structured online forms and questionnaires for collection of relevant RBC and sustainability information, including as applicable:

- **Social indicators;**
- **Governance indicators;**
- **Sustainability-related indicators;**
- **Human Rights Due Diligence (HRDD) information;**
- **Compliance-related information;** and

Other indicators or data requirements identified during the requirements analysis and consultation process.

The system shall support appropriate data validation, submission, review, correction, and resubmission processes.

#### **4.3 Data Review and Approval Workflow**

The system shall provide a structured workflow covering:

**Data Submission → Review → Correction/Resubmission (if required) → Finalization → Report Generation**

The workflow shall include:

- Submission status tracking.
- Review and validation by authorized FLAXA personnel.
- Comments and feedback on submitted information.
- Requests for correction and resubmission, where necessary.
- Recording of submission dates, review actions, and status changes.
- Access to previous submissions and relevant activity history.
- Appropriate permissions for factory users, reviewers and administrators.

The final workflow and approval responsibilities shall be confirmed by FLAXA during the requirements analysis phase.

#### **4.4 Dashboards and Reporting**

The platform shall provide dashboards and reports to support monitoring and analysis of factory participation and RBC Data submissions. The reporting functions shall include, as applicable:

- Total registered and participating factories.
- Submission completion and pending-review status.

- Overview of RBC indicators and available responses.
- Identification of incomplete submissions.
- Factory-level and consolidated summaries.
- Search and filtering by relevant factory attributes and submission status.
- Export of reports in suitable formats, such as Excel and PDF.
- Historical reporting and comparisons where supported by the approved data structure.

Any scoring, rating, or performance-assessment methodology must follow rules approved by FLAXA. The firm shall not introduce an independent scoring methodology without FLAXA's approval.

#### 4.5 User Interface and Usability

The platform shall provide a responsive, user-friendly interface compatible with commonly used desktop and mobile browsers. Navigation, forms, validation messages, and information displays shall be designed to support effective use by factory representatives and FLAXA personnel.

The firm shall ensure consistency across the platform and document any external services or dependencies required for its operation. Any approved SmartSolutions integration shall be tested and documented as part of implementation.

#### 5. Technical Requirements

The firm shall propose and implement an appropriate technology stack, system architecture and database structure suited to the platform's functional and operational requirements. The system shall support responsive web interfaces, secure authentication, role-based access control, suitable session management, and secure transmission of information using HTTPS/TLS.

The technical solution shall address the following requirements:

- **Application security:** Implement appropriate input validation, file-upload controls and safeguards against common web application vulnerabilities.
- **Auditability:** Maintain relevant logs of significant system activities, including submission and review actions.
- **Backup and recovery:** Establish documented backup arrangements and a practical recovery procedure.
- **Testing:** Conduct functional and integration testing and support user acceptance testing before production deployment.
- **Scalability:** Design the system to support approximately 20 factories initially and at least 300 factories under reasonable operating conditions.

- **Deployment:** Document the hosting environment, configuration, dependencies, and operational requirements.
- **Maintainability:** Provide technical documentation, administrator instructions, user manuals and training for designated FLAXA personnel.

The technical proposal shall describe the proposed technology stack, hosting arrangement, security measures, backup strategy, and any third-party dependencies or recurring costs.

The firm shall maintain the project's source code in a Git-based version control repository accessible to FLAXA through an account controlled by FLAXA. The repository shall contain project-specific source code, relevant configuration templates, database scripts, and necessary deployment documentation. Passwords, API keys and other sensitive credentials must not be committed to the repository.

The firm shall also assess and document the technical requirements for SmartSolutions integration, subject to the availability of authorized access, APIs and relevant documentation.

## 6. Source Code, Version Control and Maintainability

Throughout the assignment, the firm shall maintain appropriate version control and provide FLAXA with access to the project repository through an account controlled by FLAXA. Changes shall be recorded through meaningful commits and an appropriate version history.

The source code and related project materials shall be organized so that FLAXA or another qualified service provider can maintain the platform, subject to applicable third-party licensing restrictions. The firm shall identify third-party software, frameworks, libraries, and services used in the solution, including relevant license terms and restrictions.

As part of the handover, the firm shall provide:

- Complete project-specific source code and repository access.
- Relevant database scripts and configuration templates.
- Deployment instructions and technical documentation.
- Details of third-party components and applicable license terms.
- Information reasonably necessary for continued operation and maintenance.

These requirements form part of the technical delivery and handover obligations and do not constitute an additional scope of work beyond the approved assignment.

## 7. Data Security, Confidentiality and Backup

The firm shall implement appropriate technical and organizational measures to protect the platform, factory information and submitted documents. The security arrangements shall include appropriate access controls, secure credential management, input and file-upload validation, audit logging and protection against common web application vulnerabilities.

A documented backup and recovery procedure shall be established, specifying backup frequency, retention arrangements, restoration procedures and the respective responsibilities of the firm, FLAXA and any hosting provider. Data retention, export and deletion arrangements shall be agreed with FLAXA.

The firm shall comply with the following obligations:

- Treat non-public FLAXA and factory information as confidential.
- Use project data only for authorized purposes.
- Promptly notify FLAXA of any suspected security incident affecting the platform or its data.
- Cooperate with FLAXA in investigating and addressing security incidents.
- Ensure that access credentials and permissions are revoked or transferred as appropriate when no longer required.
- Document the proposed security, backup and recovery arrangements, including responsibilities that remain with FLAXA or a third-party provider.

## 8. Implementation Approach

The assignment shall follow a structured implementation approach.

**Requirements analysis and design:** The firm shall conduct consultations, document requirements, prepare the SRS, and obtain approval of the proposed architecture and UI/UX designs.

**Development and testing:** The firm shall develop the approved platform modules, database, questionnaires, workflows, dashboards and reports. It shall conduct functional and integration testing, implement any approved SmartSolutions integration within the agreed scope, support user acceptance testing and resolve identified defects before production deployment.

**Deployment, training and handover:** The firm shall configure and deploy the platform, support a pilot implementation with approximately 20 factories, train designated users and hand over the source code, technical documentation and other project-specific assets to FLAXA.

**Post-deployment support:** Following deployment and handover, the firm shall provide nine months of support and maintenance, including defect resolution, assistance with operational issues and agreed minor adjustments.

The total assignment duration shall be **12.0 months**, comprising approximately 3.5 months for development, deployment and handover, followed by nine months of post-

deployment support and maintenance. The detailed work plan and commencement date shall be agreed with FLAXA.

## 9. Deliverables

The selected firm shall provide the following deliverables for review and acceptance by FLAXA:

1. **Inception and Requirements Documentation:** An inception report, consultation summary, and Software Requirements Specification (SRS) documenting the approved functional and technical requirements.
2. **System Design:** Technical architecture, database design, and UI/UX designs.
3. **Developed ESG Platform:** A functional web-based ESG Data Platform covering the approved scope of work.
4. **Factory and User Management:** Factory profile management, user account management, and role-based access control.
5. **ESG Questionnaires and Workflow:** Configured ESG questionnaires and the data submission, review, correction, and resubmission workflow.
6. **Dashboards and Reporting:** Approved dashboards, summaries, reporting functions, and relevant data export capabilities.
7. **SmartSolutions Integration Assessment:** A feasibility assessment and proposed integration approach, including relevant technical documentation and implementation details where integration is approved and feasible.
8. **Testing and User Acceptance:** Functional and integration test results, records of identified issues and their resolution, and user acceptance testing (UAT) documentation.
9. **Deployment and Technical Documentation:** Deployment instructions, configuration templates, database scripts, and relevant operational and technical documentation.
10. **Source Code and Repository Handover:** Complete project-specific source code, repository access under FLAXA's control, version history, and relevant development materials.
11. **Training and User Documentation:** User manuals, an administrator guide and training sessions for designated FLAXA personnel and relevant users.
12. **Pilot Deployment and Handover:** Deployment of the platform for the initial group of approximately 20 factories, completion of the agreed handover activities and submission of the required project materials.
13. **Post-Deployment Support and Maintenance:** Nine months of agreed technical support and maintenance, including issue tracking, defect resolution and periodic support-status reporting.

All deliverables shall be submitted according to the agreed implementation schedule. Acceptance criteria, review periods and any required revisions shall be defined during the inception phase and incorporated into the approved work plan.

## 10. Ownership and Handover

Subject to applicable law, the signed contract and third-party license terms, FLAXA shall retain control of its data and records managed through the platform. Ownership of custom-developed project deliverables shall be transferred to FLAXA in accordance with the contract.

The firm shall hand over the complete project-specific source code, repository access, database scripts, deployment instructions, and relevant technical documentation. It shall also disclose third-party software, frameworks, libraries, services and licenses used in the platform, including any restrictions or recurring charges that may affect FLAXA's continued use and maintenance.

Third-party and open-source components shall remain subject to their respective license terms. The firm shall assist with the technical handover and provide the information reasonably necessary for continued operation and maintenance. At the end of the assignment, access credentials and permissions no longer required by the firm shall be revoked or transferred as appropriate.

## 11. Project Duration and Schedule

The total assignment duration shall be **12.0 months**, commencing from the date specified in the contract or approved commencement notice.

| No | Activity                                               | Duration  |
|----|--------------------------------------------------------|-----------|
| 1  | Requirements analysis and inception                    | 0.5 month |
| 2  | System architecture and UI/UX design                   | 0.5 month |
| 3  | Development and configuration                          | 1.0 month |
| 4  | Testing and user acceptance testing                    | 0.5 month |
| 5  | Pilot deployment, training, documentation and handover | 0.5 month |

|   |                                         |                    |
|---|-----------------------------------------|--------------------|
| 6 | Post-deployment support and maintenance | 9.0 months         |
|   | <b>Total duration</b>                   | <b>12.0 months</b> |

The firm shall submit a detailed work plan identifying activities, milestones, dependencies, and deliverable submission dates.

**Schedule clarification required before publication:** The stated IPP Phase-II completion date is 31 August 2027, while the proposal submission deadline is 29 October 2026. A 12.0-month assignment commencing after the submission deadline would extend beyond the stated programme end date. FLAXA must confirm the permissible commencement date and reconcile these dates before issuing the ToR.

## 12. Eligibility and Experience Requirements

Interested firms must be legally registered and demonstrate the organizational and technical capacity to deliver the assignment in Bangladesh.

### Firm-level requirements

- Have at least **five years of relevant experience** in web/software development or IT services.
- Have completed at least **three comparable web-based platforms** for data management, monitoring, reporting, or workflow management.
- Demonstrate experience in responsive web development, database design, dashboards, secure authentication, testing, deployment, maintenance, and technical support.
- Have relevant experience in RBC, ESG, sustainability, compliance, HRDD, development-sector, government, or industry-association projects as an advantage.
- Demonstrate the capacity to securely deploy, maintain, and support web-based applications.
- Provide project references, completion or success certificates where available, or other verifiable evidence of relevant projects.
- Have adequate technical manpower and a competent project team.
- Designate a focal person or project manager for project coordination and communication.

### Proposed key personnel

The proposed team should collectively demonstrate experience in database management, data visualization, security-conscious development, software testing, deployment, documentation and user training.

The proposed core team should include, at minimum, personnel covering:

- **System Analyst/Team Lead** - approximately 7 years of relevant experience;
- **Systems and DevOps Engineer** - approximately 5 years of relevant experience;
- **Backend Developer** - approximately 5 years of relevant experience;
- **Front-End Developer** - approximately 5 years of relevant experience; and
- **UI/UX Designer** - approximately 5 years of relevant experience;
- **QA/Support Engineer** - approximately 4 years of relevant experience.

The firm shall submit CVs outlining the qualifications, relevant experience, and responsibilities of proposed team members. Any replacement of key personnel during implementation shall be subject to FLAXA's approval.

### **13. Proposal Submission Requirements**

Interested firms shall submit separate technical and financial proposals.

#### **A. Technical proposal**

The technical proposal shall include:

- Company profile and evidence of legal registration.
- Details of comparable assignments, including clients, scope, duration, and outcomes.
- Relevant client references and completion certificates, where available.
- Proposed implementation methodology and work plan.
- System architecture, technology stack and database approach.
- Approach to questionnaires, workflows, dashboards and reporting.
- Security, access control, hosting, backup and recovery arrangements.
- Proposed approach to assessing and implementing SmartSolutions integration.
- Project schedule covering the full 12-month assignment.
- CVs and responsibilities of proposed team members.
- Training, documentation, handover, warranty and support arrangements.
- Details of third-party software, hosting, licenses, subscriptions and other dependencies.
- Assumptions, exclusions, risks and any requirements expected from FLAXA.

#### **B. Financial proposal**

The financial proposal shall include:

- A cost breakdown for requirements analysis, design, development, testing and deployment.
- Costs for training, documentation, source-code handover and technical support.
- The cost of nine months of post-deployment support and maintenance.
- Hosting, licenses, subscriptions and other recurring or third-party charges, where applicable.
- VAT and other applicable taxes, clearly identified.
- Any assumptions or exclusions affecting the total price.

The quotation shall cover the approved scope and full assignment duration, and shall clearly distinguish one-time implementation costs from recurring charges.

#### 14. Financial Proposal and Payment Terms

Submit the financial proposal as a fixed lump-sum quotation for the approved scope and total assignment duration of 12.0 months. The quotation shall identify the costs associated with the principal work packages and distinguish one-time implementation costs from recurring charges.

| No. | Particulars                | Unit | Qty | Unit Rate (BDT) | Total (BDT) |
|-----|----------------------------|------|-----|-----------------|-------------|
| 1   | Team Leader                |      |     |                 |             |
| 2   | Systems and DevOps         |      |     |                 |             |
| 3   | Backend Development        |      |     |                 |             |
| 4   | Frontend Development       |      |     |                 |             |
| 5   | User Interface Design      |      |     |                 |             |
| 6   | Software Quality Assurance |      |     |                 |             |
| 7   | Cloud Hosting              |      |     |                 |             |
| 8   | Maintenance                |      |     |                 |             |
| 9   | Others                     |      |     |                 |             |
| 10  | <b>Sub Total</b>           |      |     |                 |             |

|    |                                |  |  |  |  |
|----|--------------------------------|--|--|--|--|
| 11 | VAT and other applicable taxes |  |  |  |  |
| 12 | <b>Grand Total</b>             |  |  |  |  |

The firm shall clearly state whether the quoted amount includes VAT and other applicable taxes, identify any recurring or renewal costs, and confirm cost coverage for the full assignment duration. Payment milestones shall be linked to agreed deliverables and acceptance by FLAXA, with the final payment schedule established in the contract. Any additional work, change in scope, or integration cost outside the approved proposal must be documented and approved by FLAXA in writing before implementation.

## 15. Evaluation Criteria

Proposals shall be evaluated in accordance with FLAXA's applicable procurement procedures. The evaluation may consider:

- Relevant firm experience and successful delivery of comparable systems.
- Understanding of the assignment and proposed implementation methodology.
- Suitability, security and maintainability of the proposed technical solution.
- Qualifications and experience of the proposed project team.
- Realism of the implementation schedule and support arrangements.
- Quality of source-code management, documentation and handover provisions.
- Feasibility of the proposed SmartSolutions integration approach.
- Financial competitiveness, cost transparency and value for money.
- Compliance with the requirements stated in this ToR.

The applicable evaluation stages, scoring method, minimum technical score and financial evaluation approach shall be specified in the procurement documents or communicated by FLAXA in accordance with its procurement procedures.

## 16. Legal, Administrative and Procurement Conditions

The firm submitting the proposal must be a legal entity duly incorporated or registered under the laws of Bangladesh and must possess all applicable legal and regulatory registrations.

An authorized representative of the bidder shall submit all proposal documents and official communications.

The bidder shall disclose all proposed third-party software, hosting services, plugins, APIs, licences, and other components that may involve recurring or additional costs.

The bidder shall maintain the confidentiality of all information received from FLAXA and participating factories during the assignment.

Any proposed subcontracting or use of third-party service providers that materially affects the platform or its operation shall be disclosed in the proposal and shall require FLAXA's approval where applicable.

FLAXA may, at its discretion:

- Amend this ToR through an official amendment;
- Extend the proposal submission deadline where considered necessary;
- Request clarification or additional information from bidders;
- Invite shortlisted bidders for presentations or demonstrations; and
- Accept or reject any proposal in accordance with applicable procedures.

The laws of Bangladesh shall govern any resulting contract.

Before initiating legal proceedings, the parties shall seek to resolve any dispute through direct discussion and mutual negotiation.

## **17. SUBMISSION OF PROPOSAL**

Qualified candidate/firm are requested to submit their proposal along with a cover letter and profile (person or company) in a sealed envelope by 29<sup>th</sup> October, 2026.

The proposal should be submitted in hard copy to the following address:

**Footwear Leathergoods & Accessories Exporters Association (FLAXA)**

Harbour Gulshan Link, Ta-94/B (2nd & 3rd Floor)

Middle Badda, Gulshan Link Road

Dhaka-1212, Bangladesh

The cover letter should indicate the bidder's relevant experience, availability, estimated number of days required to undertake the Terms of Reference (TOR), and proposed daily rate or lump sum fees.

Only shortlisted candidates/firms will be contacted.

Date: 14<sup>th</sup> October, 2026

**Major Md Rafiqul Islam (Retd)**  
Secretary General