

# **Re-REQUEST FOR PROPOSALS**

**Hiring Firm to Developing Integrated Service Delivery Platform (ISDP)**

**Re-RFP-BD-2018-008**

**Access to Information**

**Bangladesh**

August 2018

## Section 1. Notice of Invitation

8 August 2018

### Hiring Firm to Developing Integrated Service Delivery Platform (ISDP)

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Notice of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security [N/A]
- Section 9 – Form for Performance Security [N/A]
- Section 10 – Form for Advanced Payment Guarantee [N/A]
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org>

More information on the eTendering system including Instructions Manual and Terms and Conditions for use of the online eTendering system by suppliers can be found in <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

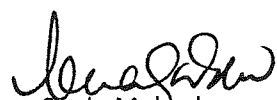
You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation” button no later than 13 August 2018. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

  
Sonia Mehazabeen  
Operations Manager  
UNDP Bangladesh

## Section 2: Instruction to Proposers

### Definitions

- a) *"Contract"* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *"Country"* refers to the country indicated in the Data Sheet.
- c) *"Data Sheet"* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *"Day"* refers to calendar day.
- e) *"Government"* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *"Instructions to Proposers"* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *"NOI"* (Section 1 of the RFP) refers to the Notice of Invitation sent by UNDP to Proposers.
- h) *"Material Deviation"* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *"Proposal"* refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *"Proposer"* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *"RFP"* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *"Services"* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *"Supplemental Information to the RFP"* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## B. CONTENTS OF PROPOSAL

### 9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8); A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time]
- 9.6 Any attachments and/or appendices to the Proposal.

### 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date

indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP that will be uploaded in the system and made available to all Invited Proposers. All prospective Proposers (Proposers who have "accepted the Bid Invitation" in the system) will be notified that changes have occurred. through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

#### 14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

#### 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Bid Event**. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Bid Event**, then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the

lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## 20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## 21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's

conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## **D. SUBMISSION AND OPENING OF PROPOSALS**

### **23. Submission**

- 23.1 The Financial Proposal and the Technical Proposal Envelopes 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 the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal..
- 23.2 In the unlikely and exceptional event that the Proposers encounter technical problems when submitting the proposal in the system, then the Proposal can be sent via email as instruction in the Data Sheet (DsNo. XX). Proposers are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Proposal through the online system. In all cases, email submission must be authorized and accepted by UNDP prior to the submission deadline indicated . *Proposals submitted via email which does not have prior authorization by UNDP will not be accepted.*
- 23.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

### **24. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by cancelling or editing their bid in the system.



## 25. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## E. EVALUATION OF PROPOSALS

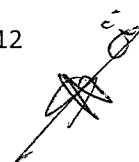
### 26. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### 27. Evaluation of Proposals

29.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.2 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data**



Sheet (DS No. 25).

When the Data Sheet specifies a combined scoring 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:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.3 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

## 28. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.



UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

## **29. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

## **30. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **31. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for details)

### **32. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **33. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary 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.

### **34. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **35. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **36. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **37. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  
<http://www.undp.org/procurement/protest.shtml>

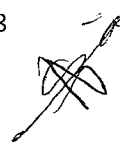
## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Access to Information
2		Title of Services/Work:	Hiring firm to Developing Integrated Service Delivery Platform (ISDP)
3		Country / Region of Work Location:	Bangladesh
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: 11:00 am Date: 8/16/2018 Venue: Village Well, 19th floor, IDB Bhaban, Sher-e-Bangla Nagar, Dhaka  <b>Note: Firms are requested to bring presentation on the Scope of the requirement as per RFP to share with UNDP (maximum 5 min each firm) on the pre-bid meeting.</b>  The UNDP focal point for the arrangement is: UNDP Procurement Address: IDB Bhaban, Sher-e-Bangla Nagar, Dhaka

			Telephone: : +88 02 55667788 Facsimile: N/A E-mail: bd.procurement@undp.org <b>N.B: The prospective bidders should carry Passport/ NID (with photographs) to access the IDB premise and cater for their own transport.</b>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Others N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.1% Max. no. of days of delay: 15 Days After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Local Currency  <i>Reference date for determining UN Operational Exchange Rate: Month of august, 2018</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	16 August 2018
17	B.10.1	Contact Details for submitting clarifications/questions	Address: UNDP Bangladesh, IDB Bhaban, Dhaka E-mail address dedicated for this purpose: bd.procurement@undp.org <b><u>Attn. Queries– Re-RFP-BD-2018-008</u></b>



			<p><i>This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.</i></p> <p><i>Any delay in UNDP's response shall be <b>not</b> 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.</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.
19	D.23.3	No. of copies of Bid that must be submitted	Only one proposal to be submitted in the system.
20	D.23.1 b) D.23.2	Bid submission address	<p>To be submitted in eTendering system:</p> <p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p>
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date and Time: <b>27 August 2018, 4:30 pm</b> (Bangladesh Local time)</p> <p><b><u>PLEASE NOTE:-</u></b></p> <ol style="list-style-type: none"> <li>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</li> <li>2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</li> </ol>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in E-tendering module.

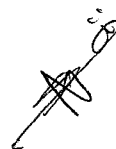
			<p><input checked="" type="checkbox"/> Online bidding in e-Tendering module through:  <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>  using your <b>username</b> and <b>password</b>.  If you have not registered in the system yet, you can register now by logging in using:  Username: <b>event.guest</b>  Password: <b>why2change</b>  and follow the registration steps as specified in the attached Instruction to bidders / user guide.</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p><input checked="" type="checkbox"/> Password for the financial proposal <u>must</u> not be provided to UNDP until it is formally requested by UNDP focal points.</p>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 Years</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p>For Firm:</p> <ol style="list-style-type: none"> <li>1. Minimum 5 years' experience in ICT Software Development related business as a registered company/entity in Bangladesh</li> </ol>

			<div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div></div>
--	--	--	--

				the sector of enterprise software system design, Open Architecture, SOAP and Integration analysis.
			Sr. Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) 5 years of progressive experience in working with Open Source web application development tools and frameworks in JAVA and/or PHP.
			Software Engineer	i) Minimum graduate in Computer Science/Computer Engineering. ii) 3 years of progressive experience in working with Open Source web application development tools and frameworks in JAVA and/or PHP.
			Security Expert	i) Minimum graduate in Computer Science/Computer Engineering ii) 5 years of progressive experience in web application security and infrastructure security. iii) Need to have security related vendor certification like CISSP/CEH/CISM/CISA/ISO LA.
			Database Expert	i) Minimum graduate in Computer Science/Computer Engineering. ii) 5 years of progressive experience in large scale database design and development with proven experience in data integration/migration using multiple database systems like ORACLE, MySQL, and SQL Server.
			UX Expert	3 years of progressive experience in the sector of UX designing for software development purpose.
			Support Engineer	2 years of experience in IT-related fields, with clear understanding about web-based applications development based on 3-tier technology, and hands.
			Test/QC Engineer	i) Minimum graduate in Computer Science and Engineering or relevant subjects ii) 3 years of progressive experience in the sector of software testing and quality assurance
			Technical Writer	i) Minimum graduate in Computer Science and Engineering or relevant

			<div></div> subjects ii) 3 years of progressive experience in the sector of software development related technology documentation.																		
27		Other documents that may be Submitted to Establish Eligibility	N/A																		
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	N/A																		
29	C.15.2	Latest Expected date for commencement of Contract	September 23, 2018																		
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	22 September 2020																		
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only																		
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<table><tr><th>Criteria</th><th>Weight</th><th>Max. Points</th></tr><tr><td><b><u>Technical</u></b></td><td rowspan="7">70</td><td></td></tr><tr><td><b>1. Overall experience and Expertise of the organization/Firm</b></td><td>10</td></tr><tr><td>Organization Profile, administrative and financial management structure of the organization</td><td>3</td></tr><tr><td>Experience of developing enterprise software system with high TPS and interoperable with other large systems within last 3 years</td><td>7</td></tr><tr><td><b>1. Expertise of Key personnel</b></td><td>25</td></tr><tr><td>Competency of Scrum Master/Project Manager</td><td>4</td></tr><tr><td>Competency of Business</td><td>4</td></tr></table>	Criteria	Weight	Max. Points	<b><u>Technical</u></b>	70		<b>1. Overall experience and Expertise of the organization/Firm</b>	10	Organization Profile, administrative and financial management structure of the organization	3	Experience of developing enterprise software system with high TPS and interoperable with other large systems within last 3 years	7	<b>1. Expertise of Key personnel</b>	25	Competency of Scrum Master/Project Manager	4	Competency of Business	4
Criteria	Weight	Max. Points																			
<b><u>Technical</u></b>	70																				
<b>1. Overall experience and Expertise of the organization/Firm</b>		10																			
Organization Profile, administrative and financial management structure of the organization		3																			
Experience of developing enterprise software system with high TPS and interoperable with other large systems within last 3 years		7																			
<b>1. Expertise of Key personnel</b>		25																			
Competency of Scrum Master/Project Manager		4																			
Competency of Business		4																			

			Analyst		
			Competency of Solution Architect		4
			Competency of Sr. Software Engineer		3
			Competency of Development Team		10
			<b>2. Methodology proposed in the technical proposal</b>		<b>35</b>
			Overall understanding of the assignment & proposed enterprise solution-architecture		8
			Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		8
			Appropriateness and relevance of development tools and methodology		8
			Experience of working with distributed international development teams and agile development practices (Test/Build/Integration)		5
			Change request/quality control (SDLC) mechanism during the project		3
			Risk Management & Overall flexibility		3
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;		
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others <i>acceptance and signing of the contract</i>		
35		Other Information Related to the RFP	<b>The Financial Proposal and the Technical Proposal files MUST BE SEPARATE and uploaded SEPARATELY.</b>		



## Section 3: Terms of Reference (TOR)

---

### Developing Integrated Service Delivery Platform (ISDP)

#### *Project Description*

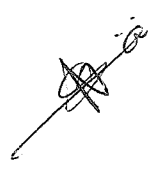
Access to Information (a2i) programme is a special programme of the UNDP that catalyzes citizen-friendly public service innovations simplifying government and bringing it closer to people. The primary goal is to ensure easy, affordable and reliable access to quality public services for all citizens of Bangladesh. The strategies are:

- I. Empower civil servants with the tools, expertise, knowledge, and resources they need for experimenting and innovating citizen-centric solutions to public service challenges.
- II. Establish both physical and online one-stop access points that scale innovative services and make them available to citizens easily, reliably and in an affordable manner.
- III. Encourage and support non-government actors, including small entrepreneurs, teachers, and the youth, to partner with government actors.

Implementing Civil Registration and Vital Statistics (CRVS) has been given a special importance in Bangladesh. For us, it is an opportunity to streamline and synchronize the civil registration processes being administered by different government agencies (Office of the Registrar General, Birth and Death Registration; Office of Inspector General of Registration, Law and Justice Division; Directorate General of Health Services, Health Services Division) with the Bangladesh Bureau of Statistics (the national vital statistics producer) and also to develop a common service platform for the people of the country. To realize this opportunity we adopted a "whole-of-government" approach and the Cabinet Division was given the responsibility to lead the effort. It established a "CRVS Secretariat" and formed a national level inter-ministerial coordination and supervision committee i.e. 'CRVS related Steering Committee' led by the Cabinet Secretary.

Bangladesh wants to establish a robust and effective CRVS process based on a Unique ID (UID) system and linked it with service delivery processes. Along with the six components (birth, death, marriage, divorce, adoption and cause of death) we have also added enrolment in the education system, and migration (in and out) as major components of CRVS in Bangladesh. And then to link them with the Bangladesh Bureau of Statistics (BBS) for generation of Vital Statistics (VS) and with other services delivery processes especially the Social Protection Programs we are developing an Integrated Service Delivery Platform as part of CRVS implementation plan. We call this model as CRVS++.

Since the "Ministerial Conference on CRVS, 2014" Bangladesh has progressed significantly to realize its CRVS++ model and thereby the goals set out in the "Regional Action Framework". Along with the ongoing activities a Unique ID (UID) system has been developed and is being used; a separate entity i.e. Office of the Registrar General, Birth and Death Registration has been established; the existing online birth and death registration system is being modified; completed review of the legal framework; developed "Enterprise Architecture (EA) of the CRVS++ system; introduced on pilot basis the international standard Medical Certification of Cause of Death (MCCoD) in 4 hospitals and Verbal Autopsy (VA) for



recording of CoD for the cases where no MCCoD is available; and piloted mobile application based age verification system for marriage registration. And still there are much more to accomplish and learn from others.

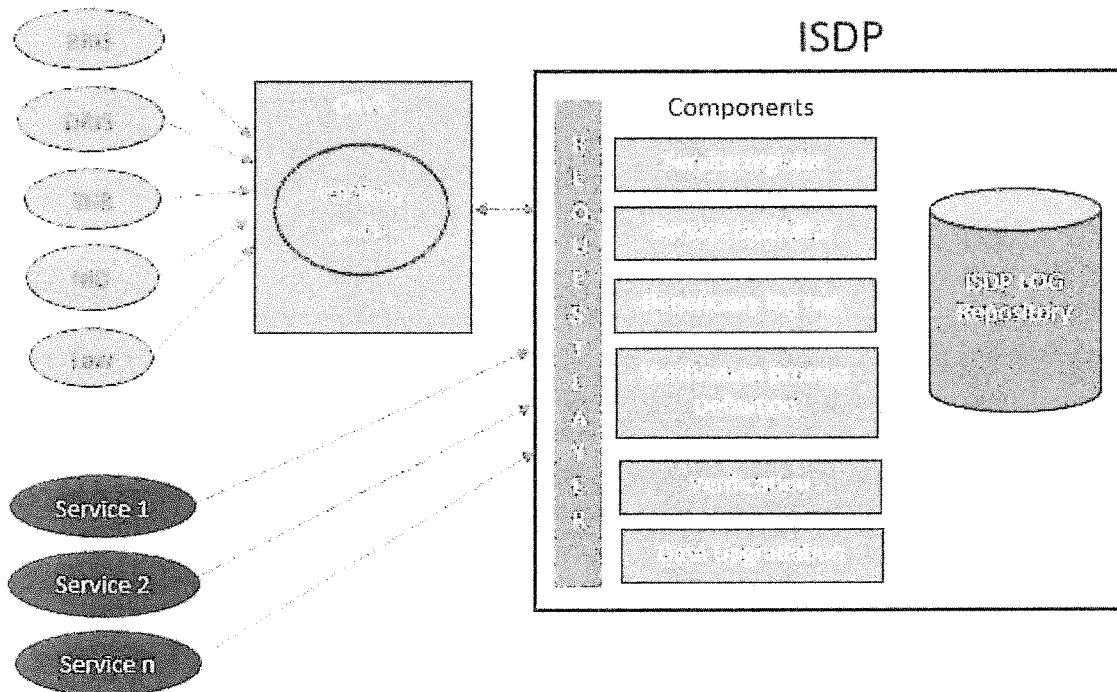
In response to the continuing efforts of improving and monitoring service deliveries based on CRVS, the secretariat has designed a platform called ISDP (Integrated Service Delivery Platform) with which government can efficiently monitor and improve targeting and service deliveries. Integrated Service Delivery Platform (ISDP) is a platform which will also enable us to develop a single window view of a cluster of services (i.e. SSNP) against a citizen or a household. The simple concept is to build a system which will only store enrollment data of each SSNP program against a unique ID. The Integrated Service Delivery Platform (ISDP) is a set of components that provides a service(s) delivery architecture (such as service creation, session control and protocols etc.) for a type of service delivered to consumer systems. This ISDP is one of the driving engines of CRVS that needs to develop as an independent solution with robust solution architecture.

### ***Scope of Services, Expected Outputs and Target Completion***

#### **I. The main objectives are:**

- To provide universal access to services through the use of appropriate strategies and technologies for efficient and effective service delivery
- To simplify the operational processes through the use of a digital CRVS systems
- To strengthen systems of e-governance needed for sustainable program implementation
- To improve and maximize utilization of SSN Funds, avoiding duplication of work for targeting and enrollment.
- To strengthen the government's service delivery platform (Interoperability, Data Share, Standard Practices etc.)
- To make SSNP service delivery more transparent and less expensive
- A central dashboard for all SSNP programs (Monitoring, continuous improvement, impact analysis etc.)
- Monitor and improve citizen livelihood
- Real-time data made available for researchers and
- To increase the efficiency of targeting, enrolling and KYC management for SSNP programs.
- To enable data based decision making
- Safeguard the information from unauthorized access, disclosure, copying, use or modification.
- Know your client better for personalized service delivery
- To manage and share knowledge to empower continuous improvement.

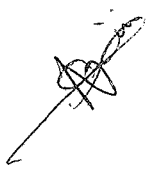
## II. Business Case & Business Realization of ISDP:



ISDP is designed to be very simple yet maximize value. The principle is to keep minimum data about a service therefore, ISDP will only keep service enrollment data (including service duration) and citizen ID.

## III. Integrated Service Delivery Platform:

1. The **Master Client Index (MCI)** will act like a KYC for both individual and households. The Master Client Index will connect to CRVS system for identification, authentication and form filing purposes. National Household Database (NHD), National ID and different health, economic and education surveys will be interoperable with MCI to help agencies with targeting and to measure the impact of the SSNP that they are running. This module will have several data repositories and functions i.e. demographic data, KYC data, bio-metric data, ID mapper and the household data.
2. The other core component **Service Manager** will only keep data about a service enrollment either by a citizen or by a household. The Service Manager will only keep who is providing with service to whom (individual and household) and where and for how long. The other service specific information will belong to each service provider not in SM.



3. **Service Registry:** The Service registry will contain primary information of the services and the agencies owning the services. This registry will explore service routing and request handling configuration along with necessary communication parameters applicable to service life cycle. There can have two types of services to interact with ISDP - Services that will directly linked with CRVS and Services that will not directly linked with CRVS core engine but get verification flag from ISDP generating verification variables data for ISDP. Any agency can have virtual registry for its quick accessibility.
4. **Facility Registry:** Every organization who is a stakeholder of the service delivery will be registered within the facility registry which includes but not limited to government organization, NGO, development agencies, private organizations etc. Facility registry will also use a unique ID to that facility with a routing number so that facilities can also send/receive messages/information/request within the ISDP platform through information service bus. Upon registration every facility will have their own management dashboard. This registry will contain information about the organization who is providing the services and their users. It will have the meta data container of facilities mapped with service. Necessary configurable parameters for service/facility consumption and its life cycle management predecessors and logging elements will also be defined in this registry. This module will have processes like on-boarding a facility, on-boarding an user, data request etc.
5. **Provider Registry:** Every individual who is providing a service is part of provider registry. A provider like UDC entrepreneurs will also be a part of provider registry. There will be a formal process for being a provider which will include NID verification, signing of agreement and role table mapping. This is a registry of all identified individual stakeholders with access rights and roles management. Upon registration every provider will have his/her own dashboard.
6. **Citizen Service registry:** Citizen Service registry is where Facilities will register a service that they will be providing to an individual or a household. This registry will have detailed information about a service i.e. eligibility criteria, area, frequency, service length, who can deliver the service, service description, expected outcome etc. The registry will generate a unique service ID which has to be used by providers during enrollment and deliveries.
7. **Service Facilitator and Request Manager:** ISDP will have facility matrix meta data and facility commissioning data. An API manager with generic open parameter tool is needed. This management tool will have provision for having configurable API definition, API invoking system, API authentication definition, facility-service integration, facility-service routing data and auditing facility on request life cycle. This module will also be used while a facility required more information about a delivered service (i.e. transaction data, individual information outside CCDS etc.). Any facility will be able to request other facility about the details of the service the facility

is delivering, however. These will have to be a data share agreement between the facilities. ISDP will route the request to the agencies and also track the replies.

8. **Eligibility manager:** This is an analytical tool that can be used by service designers. The tool will be designed in such a way so that the facility can analyze and simulate a service they are planning. This tool will also manage the relationship between services if there is any i.e. if an individual is already enrolled in service "X" then he/she is not eligible for service. "Y". Facilities will be able to do more pro-active data driven decision making using this tool. Over time we can expand this tool to capture knowledge and enable continuous improvement which is an absolute necessity.
9. **Service Log:** Handling requests and managing each service with facility, ISDP will log the service processing life cycle results. This log repository will be dynamic in terms of data structure and data attributes.
10. **Terminology Registry:** All the terminologies, coding practices, standards will be within this registry. This registry will manage common standards across all stakeholders. In terms of coding practices, protocols and standards our policy is to adopt international standards as much as possible. CRVS secretariat is facilitating related stakeholders to standardize their respective coding practices and for publishing in to terminology registry. Since managing these are continuous process therefore, the secretariat is also advocating and facilitating in implementing these processes within respective organizations. Standards developed in this system for data, security, integration, deployment and governance will be managed by database and will be visualized both in PDF and HTML format.
11. **Verification:** There are several verification processes (events) of a system/service. Each process may have one or more eligibility criterion (verification variables). There will be a customize component where verification variables, verification processes (events) are defined. Services/systems will request for a verification process to ISDP; according to the definition ISDP will check and return values (eligible, not eligible etc.) to the client system.
  - a. Verification process (event) definition
  - b. Verification request receive and return value
12. **Data up gradation:** After verification process, ISDP will have provision for update the registers and also put log data into the repository. Update and logging will be configurable and will be governed by the business rules defined in the registry entries. This action will be configurable for each service whether this event will be triggered or not.
  - a. Update beneficiary log register
  - b. Update service log register

13. **Analytics:** ISDP will have its own service processing and request management performance analytics. Processing time, trend, request up/down time and facility tracking related data visualization and dashboard system will be developed.

14. **API Manager and performance dashboard:** ISDP will have open api along with publish api management tools that will create an integration platform for its consuming systems. ISDP will have a role-based performance and service consumption dashboard.

15. At the infrastructure level there will be several services which are

- *Certificate manager:* A central service for generating all the certificate that will be requested by the service providers
- *Content manager:* A repository of all the content that will be submitted during enrollment where required
- *Notification services:* A platform for multi-channel notifications (E-mail, SMS etc.) of different activities by the platform
- *Version control:* All data and content has to be fully covered by version control
- *Full Audit Trail:* The platform should be under full audit trail covering every action.

16. **Micro-service Architecture and SSO:** ISDP development will follow micro-service architecture for its components. Its authentication system will follow SSO for all of its internal components. But consumer applications will handle their authentication and authorization at the application system. ISDP will explore authentication and authorization API to get access to its core engine.

#### **IV. Management of Privacy and confidentiality across the platform:**

The ISDP will not keep any data other than the enrollment information and the ID information, however, Cabinet division is in a process of preparing sets of security policy to protect personal information. The Purpose of the policy will be to govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of an individual to have his or her personal information protected and the need of organizations to collect, use or disclose personal information for purposes that are reasonable.”

The Personal Information is broadly defined within CRVS as “information about an identifiable individual.” Examples of personal information: Name, ID, Age, Medical records, Ethnic Origin, Opinions, Name, Income, Disciplinary Actions, Credit Records, ID Numbers, Blood Type, Medical Records and documents provided during enrollment etc. All stakeholders and connected agencies must comply with the requirements.

For the development of the platform, nothing will be held in higher regard than the personal data security of citizens. Security features should be developed and maintained at many levels including:

- secure and encrypted communications
- authentication and authorisation at user and system level
- role based access



- database level security and encryption
- audit trail

#### **Proposed security approach:**

- Dynamic JSON Web Token (JWT) secrets and database keys can be generated on-demand, audited on a per-client basis, subject to a 1 hour time limit, recorded for audit and easily revoked.
- The APIs will not accept any request without first a valid JWT being authenticated and transmitted with the request. Authentication returns a list of API “claims” that can be controlled by user role. This means that the architecture prohibits unauthenticated users of specific levels to perform tasks requiring greater security clearance.
- The system should be hosted entirely behind SSL/https and keys should be automatically renewed
- Server side validation should protect against SQL injection attack.
- Personally identifiable information should be encrypted in the database and structured. All encryption and database secret keys/leases should be managed.
- Access control policies should provide strict control over who can access what secrets.
- Ideally the platform should be hosted on encrypted hard disks, and that the disk keys conform to the defined management approach.

#### **Minimum security requirements:**

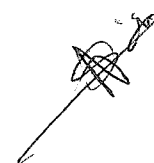
The service provider (SP)/Consultant should follow any of the industry standard secure development methodology such as (but not limited to) Comprehensive Lightweight Application Security Process (CLASP) by OWASP etc. The SP should consider (but not limited to) common vulnerabilities such as SQL Injection,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

Standards to be followed for both web inter faces and API’s as well

- OSWAP Security Checklist compliance: Audit by Dionach (UNDP will provide costs for 3 rounds)
- Software coding practices: PSR-1, 2, 3 and 4: Audit by: Sensiolabs (UNDP will provide costs for 1 rounds)
- Penetration testing: : Audit by Dionach (UNDP will provide costs for 3 rounds)
- Load testing: Load Impact (10 round and 12 months monitoring)

The interface of the system should be designed so that the availability and confidentiality of citizen data can be ensured. The system should use digital signature while issuing/signing the certificates so that the integrity of the certificate can be ensured as well.

SPs shall subscribe to vulnerability intelligence services or to Information Security Advisories and other relevant sources providing current information about system vulnerabilities. SPs should have a complete contingency plan for handling uncertainty.



## **V. Interoperability:**

Interoperability is the core of both CRVS and ISDP initiatives. To ensure interoperability we the secretariat has already published CCDS and working closely with related stakeholders so that they stay interoperable. The policy is to adopt international/community standards as much as possible i.e. for health we are proposing FHIR and OpenHIM, for mobile health MHD (IHE), OpenCRVS etc. The secretariat has also decided to stay connected with international community while localizing coding practices, protocols, and API's and data standards.

### **Followings compliance and integration must be achieved**

- CCDS
- NEA
- ekPay payment platform by A2I
- CRVS core components
- FHIR Standards

## **VI. User guides and training materials**

- Interactive self-learning tools
- User manuals with process flow
- System administration manuals

## **VII. Documentation, Standard & SLA**

- Supplier should be aligned with Agile Software Development methodology and must follow this during the development of this project
- System need to follow SOLID principals and use standard best practices for development.
- Supplier need to maintain proven solution for mocking and stubbing in case of external system communication interfaces. As the system will interop with multiple external collaborators so it must have stubbing mechanism to ensure seamless development
- Supplier should have on premise continuous integration facility.
- Supplier need to arrange monthly/bi-weekly/Sprint wise code review in association with the CRVS Technical committee.
- Supplier must updated all technical documents whenever any software changes made by CRVS secretariat and share latest document with secretariat on demand or after final deployment.
- Supplier should provide latest Source Code of all software(s) on demand or after changes by CRVS secretariat.

### **Documentation Plan**

- BRD documentation
- Process design and modeling using BPMN 2.0
- SRS Documentation
- ERD
- Change Documents
- Interactive help files for users

- Incorporated illustrated standard help file for the system
- Architectural diagram documents: The Architectural diagram should illustrate the interactions between the various software components. The Architectural diagram must at-least show the followings
  - Module dependencies
  - Proprietary components
  - Open source components (modified versus as-is)
  - Dynamic versus static linking
  - Kernel space versus user space
  - Shared header files
  - Communication protocols
  - Other open source components that the software component in question interacts or depends on, especially if it is governed by a different open source license

**VIII. During designing the ISDP following principals must be followed to achieve maximum value:**

- Reduce duplication of work not only within the organization but also across the government.
- We should not introduce any new process
- At the core data should be as minimum as possible while ensuring maximum value
- Provide universal access to services in a convenient, efficient, transparent and reliable way and build the core of integrated government
- Improve access to information by reducing digital divide and Provide realistic and relevant data and technologies to support e-Government and SSNP programs
- Create a platform for continuous improvement and to measure impact.

**IX. Declaration & recommendation**

- The architecture, design and the source code will be the property of CRVS Secretariat
- Must follow a consistent coding standard (i.e. for PHP PSR-2) and Make it easy for everyone - including yourself - in the team, to read the code
- Write maintainable and readable code
  - Name things properly, long variable and function/method names are allowed (Don't use abbreviations, may not be understandable to the person, who reads your code; Naming is difficult, do it well. Name classes, variables and methods that make sense and Do not be redundant.)
  - Be expressive, write code as you speak and be optimally verbose (Focus on API rather than patterns. Frist, write down the API for perfect scenario, observe how it feels, then jump to coding and make it work.)
  - Max indent per method should be 2, in case of exceptions 3 (Avoid the use of else, Extract the logic to other readable method, Return early etc.)
  - 6 levels of indentation
  - Avoid creating god object and long methods
  - Keep the method in one place, inject the class and call it, DRY (Don't Repeat Yourself)
  - Avoid in-line comments (comment with code), put comments in the method doc



- Consider using DTO (Data Transfer Object) as much as possible
- Avoid working with just arrays for large data sets, use class and type hint where possible

#### **X. Scope of work:**

1. Analyze, Design and Develop Standard for Data, integration, security, deployment and governance for all the components of ISDP.
2. Prepare Technical Documents including (Not limited to) SRS, Data Dictionary, Use cases, Test Cases and ERD.
3. Design and Develop application platform comprising of necessary UIs, RDBMS, api, adapters and dashboard.
4. Share source code, data structure, standards, technical documents and all other design documents with a2i or its nominated expert or experts creating inter-team IDE with a2i.
5. Ensure application level security creating necessary controls in the software.
6. Adding necessary controls and mechanisms for ensuring system interoperability.
7. Ensure full cloud compatibility and international IS control compliance in the software system to address any acceptable test and audit on the system.
8. Carrying on Change Management documentation and customization in the system during both development and production environment under either test or production mode.
9. Selected Vendor will analyze closely relevant services/standards – BRIS, OISF, CCDS, CRVS, LISF to comply the standing standard benchmark.
10. Standard documents needs to be published in both web format and pdf format.
11. Selected vendor will have active participation in continuous stakeholder consultancy program to make sure architectural adoption in e-Governance sector. Stakeholders include major government agencies (Ministry/Directorate), ICT Industries working for e-Governance solution development and a2i.

#### **XI. UAT, Stress test and security review:**

1. UAT for Framework: During POC at least 3 Sample applications (3 primary - BRIS, OISF, and Education) will be integrated to ISDP. Findings and feedback from POC must have to be incorporated into the system before go live.
2. User Group: Government of Bangladesh or a2i or its nominated authority can form user group to conduct UAT for ISDP and the contracting firm will comply user feedback in a structured technology management procedure.
3. a2i can engage external security review and stress test team and the selected vendor will cooperate the team reviewing security and stress tolerance issues and will fix those accordingly.

#### **XII. Technology Specification:**

##### **Technology Platform:**

1. Need to use MVC

2. Need to use Open source preferably. But proprietary development platform can be allowed with due reason and architecture behind having no reasonable cost and ensuring compliance with national ICT Preparation in place. *The SP need to clearly state the cost of the proprietary system (if any) in the financial proposal.*
3. Future technology Change, iterative prototyping and agility in product design are the generic expectation.
4. Technology will be open to a2i for IT Audit.
5. Need to use user acceptable framework in IDE
6. No proprietary 3<sup>rd</sup> 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 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.

#### **Institutional Arrangement**

- a) Access to Information (a2i) will directly supervise the work of the Service Provider and the service provider will directly reporting to, seeking approval from, and obtaining certificate of acceptance of output from IT Manager of Access to Information Project.
- b) The service provide will report on weekly and monthly basis to IT manager as well as any need to present report results/outputs to Access to Information (a2i).
- c) Access to information will confirm the name of institutions/organizations/individuals with whom the Service Provider is expected to liaise/interact/collaborate/meet with in the course of performing the work at the time of SRS stage.
- d) Define roles / extent of participation of entities involved in the management/implementation of the contract (e.g., as respondents to survey, resource persons to confer with, approving authority, evaluating performance, etc.)- Not applicable.
- e) Specify if the project will be able to provide (or not) any facility, support personnel, support service, or logistics, what they will be, and at what stage of the work- Not applicable.

#### **Duration of the Work**

**Duration:** Total Duration of the assignment is 24 Months. First 12 months for development, next 12 months for post development maintenance support service.

As the system is complex enough to design and implement so we are expecting the solution provider to propose their intended work plan breakdown in terms of multiple iteration/phases depending on their planned way of development.

A sample Phase distribution could be as follows:

#### **Deliverables:**

SI	Deliverable	Timeline
1	Inception Report with detailed design	Phase 1
2	Delivery of SRS of the system	Phase 1
3	Delivery of Standards, first draft	Phase 1
4	Proof of concept (PoC)	Phase 2

5	Pilot and UAT	Phase 3
6	Delivery of Standards (Final), Operational Manual	Phase 3
7	First implementation	Phase 4
8	Final Release	Phase 5
9	Continuous integration, sizing, support and change management	Phase 6

#### **Deliverables and Schedule of Payments**

SI	Deliverable	Timeline	Payment
1	Inception Report with Detail plan	End of 1 month	10%
2	Delivery of SRS of the system Delivery of Standards, first draft	End of 3 months	10%
3	Proof of concept with executable prototype executed at least with 3 system integration	End of 6 months	10%
4	Pilot and UAT & Delivery of Standards (Final), Operational Manual	End of 9 months	10%
5	First implementation Final Release	End of 12 months	20%
6	Continuous integration, sizing, support and change management report for 1 <sup>st</sup> quarter	End of 15 months	10%
7	Continuous integration, sizing, support and change management report for 2 <sup>nd</sup> quarter	End of 18 months	10%
8	Continuous integration, sizing, support and change management report for 3 <sup>rd</sup> quarter	End of 21 months	10%
9	Continuous integration, sizing, support and change management report for 4 <sup>th</sup> quarter	End of 24 months	10%

**Location of Work:** Bangladesh.

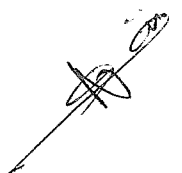
#### **Qualifications of the Successful Service Provider at Various Levels**

As per RFP document.

#### **Evaluation criteria**

Criteria	Weight	Max. Points
<b>Technical</b>	<b>70</b>	
<b>1. Overall experience and Expertise of the organization/Firm</b>		<b>10</b>
Organization Profile, administrative and financial management structure of the organization		3
Experience of developing enterprise software system with high TPS and interoperable with other large systems within last 3 years		7
<b>2. Expertise of Key personnel</b>		<b>25</b>
Competency of Scrum Master/Project Manager		4

Competency of Business Analyst		4
Competency of Solution Architect		4
Competency of Sr. Software Engineer		3
Competency of Development Team		10
<b>3. Methodology proposed in the technical proposal</b>		<b>35</b>
Overall understanding of the assignment & proposed enterprise solution-architecture		8
Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		8
Appropriateness and relevance of development tools and methodology		8
Experience of working with distributed international development teams and agile development practices (Test/Build/Integration)		5
Change request/quality control (SDLC) mechanism during the project		3
Risk Management & Overall flexibility		3



## Section 4: Proposal Submission Form

---

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for *[insert: title of services]* in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal in separate files. Financial Proposal is password protected as required by UNDP.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

*[Please mark this letter with your corporate seal, if available]*

## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>1</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>1</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Joint Venture Partner Information Form (if Registered)<sup>2</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>2</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

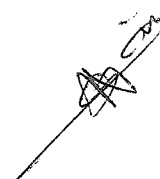
## Section 6: Technical Proposal Form

<b>TECHNICAL PROPOSAL FORMAT</b> <b>INSERT TITLE OF THE SERVICES</b>
---

*Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.*

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION																					
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p><b>1.1 Brief Description of Proposer as an Entity:</b> Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p><b>1.2. Financial Capacity:</b> Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p><b>1.3. Track Record and Experiences:</b> Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name of project</th> <th style="width: 15%;">Client</th> <th style="width: 15%;">Contract Value</th> <th style="width: 15%;">Period of activity</th> <th style="width: 15%;">Types of activities undertaken</th> <th style="width: 15%;">Status or Date Completed</th> <th style="width: 20%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)														
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)															



*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

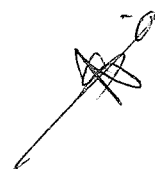
### ECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p>		



Signature of the Nominated Team Leader/Member	Date Signed

**Note:** Recommended Presentation of Proposal has been attached as Annex 1



## Section 7: Financial Proposal Form<sup>3</sup>

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3	....		
	Total	100%	USD .....

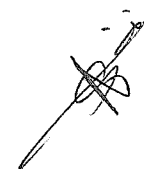
\*Basis for payment tranches

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration	Total Period of	No. of Personnel	Total Rate for the
-------------------------	--------------	-----------------	------------------	--------------------

<sup>3</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



	per Unit of Time (e.g., day, month, etc.)	Engagement		Period
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

## Section 11: Contract for Professional Services

---

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]**

A handwritten signature or mark, possibly a stylized 'S' or a signature, located in the bottom right corner of the page.

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
- | <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
| ....        | .....                 | .....              | .....                    |
| ....        | .....                 | .....              | .....                    |
- 2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ [NAME and TITLE], UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

#### OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	.././....
.....	.....	.././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

#### OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP

shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.
5. Submission of invoices
- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:  
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.



Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

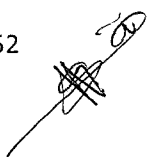
Yours sincerely,

[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized 'S' followed by a flourish.



## **UNDP GENERAL CONDITIONS OF CONTRACT 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 SECURITY:**

#### **23.1 The Contractor shall:**

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

### **25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

### **26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

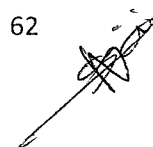
### Recommended Presentation of Proposal

*Bidders are requested to reflect the following information in the technical proposal for better comparative study and solution development/management competency analysis. Noted that, understanding on the following issues will be used to understand bidder's sense of understanding on the assignment.*

SL. No	Question	Partner Reply/Page reference
<b>1. ORGANISATIONAL CAPABILITIES</b>		
Q1.1	<p>Demonstrate how you provided satisfactory performance in providing similar services.</p> <ul style="list-style-type: none"> <li>Describe your company's experience in developing Software and upgrading existing software within the last 3 years with requirements similar (as much as possible) to the TOR (scope and scale).</li> <li>Please provide up to 2 client references where your solution is currently in operation, including company/organization name, contact information (telephone and email) for 2 contacts, plus a brief description of the work done including start and end dates and any other relevant information.</li> </ul>	
Q1.2	<p>State/describe your standard practices</p> <ul style="list-style-type: none"> <li>Quality practice</li> <li>Information Security</li> <li>Business Continuity</li> <li>Ethical practices</li> <li>IT Service delivery</li> <li>Escalation Process</li> <li>Project Management</li> <li>Coding practices</li> <li>Workflow design and modeling</li> </ul>	
Q1.3	<p>Provide a brief profile of your firm. Include a description of the firm's organization and the scope of services provided</p> <ul style="list-style-type: none"> <li>Specialization</li> <li>Domain expertise</li> <li>Certifications</li> <li>The number and types of staff employed their skills &amp; experience</li> <li>Recent major projects.</li> </ul>	
Q1.4	<p>Provide a clear certificate from you company/firm auditor clearly stating your (lead bidder alone and not group)</p> <ul style="list-style-type: none"> <li>Total annual turnover for last three years,</li> <li>Total annual turnover from software development for last three years and</li> <li>Total annual turnover from IT enabled service delivery for the last three years.</li> </ul>	

SL. No	Question	Partner Reply/Page reference
	<ul style="list-style-type: none"> <li>Similar statement to be furnished for the consortium partner(s) in separate certificates.</li> </ul>	
Q1.5	Briefly explain your understanding of the objectives of the assignment	
Q1.6	SDLC <ul style="list-style-type: none"> <li>Do you follow a formal SDLC?</li> <li>What methodology is used?</li> <li>Is the methodology applied to all development projects/streams?</li> <li>What is the level of compliance with the SDLC methodology?</li> <li>How is measured?</li> </ul>	
Q1.7	Requirement Gathering <ul style="list-style-type: none"> <li>What methodology /processes are used for requirements gathering?</li> <li>What methodology is used for product change request process?</li> <li>What systems and tools are used for requirements management?</li> </ul>	
Q1.8	Functional Design and Architecture <ul style="list-style-type: none"> <li>What artifacts are produced during functional design stage?</li> <li>What systems and tools are used for functional design?</li> <li>What methodologies are used to optimize user experience?</li> </ul>	
Q1.9	Development <ul style="list-style-type: none"> <li>What systems and tools are used for development workflow management?</li> <li>What is percentage of Unit Test code coverage?</li> <li>What tools are used for Interoperability?</li> <li>What is your proposed authentication mechanism?</li> <li>In how many major projects have you used an issue tracking system?</li> <li>What tools/techniques are practiced in development?</li> <li>What is percentage of Unit Test code coverage?</li> <li>What methodologies are used to ensure highest level of QA?</li> <li>What percentage of source code has sufficient documentation?</li> </ul>	
Q1.10	Quality test <ul style="list-style-type: none"> <li>Please describe scope and format of reporting of the following tests <ul style="list-style-type: none"> <li>Functional test</li> <li>Regression test</li> <li>Cross-browser testing</li> <li>Load test</li> <li>Stress test</li> <li>Security test</li> <li>Usability test</li> </ul> </li> <li>What tools are used in QA operations?</li> <li>What systems are used for QA workflow management?</li> <li>What QA metrics are used?</li> </ul>	
Q1.11	Build & Release <ul style="list-style-type: none"> <li>How do you manage the patch releases?</li> <li>What tools are used in Build &amp; Release operations?</li> <li>Are there elements of the system maintained outside of the source control?</li> <li>Do you use CI/CD?</li> </ul>	

SL. No	Question	Partner Reply/Page reference
	<ul style="list-style-type: none"> <li>In how many major projects have you used CI/CD?</li> <li>What tools have you used for CI/CD?</li> </ul>	
Q1.12	Project Management Do you use any system tools and tools for Project Management?	
Q1.13	Knowledge and competency <ul style="list-style-type: none"> <li>What systems and tools are in place for knowledge management?</li> <li>What systems and tools are in place for employee evaluation?</li> </ul>	
<b>2. Proposed Methodology and Work plan</b>		
Q2.1	Describe your detailed planned methodology to perform and complete the specified tasks under the TOR. Propose the main activities of the assignment, their content and duration, milestones and delivery dates. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan	
Q2.2	Provide evidence of your ability to meet the deliverables in the specified time frame. Detail the factors that shall be key ingredients in meeting the deliverables within the timeframe of the assignment. Provide resource commitments and other support expected from the ORG. Describe the challenges and problems envisioned to this project.	
Q2.3	Provide a level of effort chart in the prescribed format which details the proposed team members and estimated number of hours in accordance with the TOR. The level of effort, role and responsibilities of each team member in all aspects of this effort. The proposed approximate amount of time for each staff to spend on the assignment. The qualifications of personnel should be supported by up-to-date CVs. Include the resumes of any proposed subcontractor personnel Clearly state the respective roles of the lead contractor (SP) and the consortium partners (if any) and the resources being committed by them to the project	
<b>3. Security &amp; confidentiality</b>		
Q3.1	Please describe your capabilities and policies for protecting ORG data and system (both physically and procedurally)?	
Q3.2	A Confidentiality Agreement must be part of the contract	
<b>4. After production Services</b>		
Q4.1	Internal Tech Support <ul style="list-style-type: none"> <li>How is technical support organized and managed in your organization?</li> <li>What is the workflow for production defects from "Discovery to Closure"?</li> <li>Is there any tools are in place for technical support workflow?</li> </ul>	



SL. No	Question	Partner Reply/Page reference
Q4.2	<b>External Tech Support</b> <ul style="list-style-type: none"> <li>How is your technical support organized and managed?</li> <li>What is your standard workflow for production defects from discovery to closure?</li> <li>What systems and tools are in place for technical support workflow in your organization?</li> </ul>	
Q4.3	<b>Monitoring</b> <ul style="list-style-type: none"> <li>What are the key metrics you follow for the system uptime?</li> <li>What is your proposed average system uptime on a monthly basis?</li> <li>How will we measure and monitor the uptime?</li> <li>What system monitoring tools and services are in place?</li> <li>What methods of notification are used for system failures?</li> <li>How the system utilization is tracked, monitored and reported?</li> </ul>	
<b>5. Proposed Solution</b>		
Q5.1	<b>General</b> <ul style="list-style-type: none"> <li>What is the solution high-level architecture?</li> <li>Is the architecture cohesive across all of your other projects/products?</li> <li>What application servers are proposed?</li> <li>What RDBMSs are proposed?</li> <li>What frameworks are used?</li> <li>What main design patterns are used?</li> <li>What are the main third party components utilized by the system?</li> </ul>	
Q5.2	<b>Reliability and Scalability</b> <ul style="list-style-type: none"> <li>What is system scalability approach?</li> <li>Is application clustering in place?</li> <li>Is database clustering in place?</li> <li>Is database federation in use?</li> <li>Does application support safe failover?</li> <li>What reliability and scalability metrics are tracked?</li> <li>What is the methodology used for capacity control?</li> <li>Are you offering any SLAs to cover reliability metrics?</li> </ul>	
Q5.3	<b>Integration</b> <ul style="list-style-type: none"> <li>What is the solution high-level architecture for integration with external systems (ie NID, SHR etc.)?</li> <li>What are your major experience integration with third party systems?</li> <li>Describe your experience with API development?</li> </ul>	
Q5.4	<b>Environments</b> <ul style="list-style-type: none"> <li>What minimum number of logical servers will institute the proposed production system?</li> <li>How many server instances institute a staging system?</li> <li>How is integration sandbox environment handled?</li> <li>Provide deployment architecture</li> </ul>	
Q5.5	<b>Hosting</b> <ul style="list-style-type: none"> <li>What OS(s) is proposed in production?</li> <li>List all the major components of the system which requires license?</li> </ul>	



SL. No	Question	Partner Reply/Page reference
	<ul style="list-style-type: none"> <li>What level of redundancy is proposed for networking equipment in production environment?</li> <li>What level of redundancy is proposed for system servers in production environment?</li> <li>Are you proposing any virtualization?</li> <li>Do you have formal a production change control?</li> <li>What systems and tools are used for internal production control and monitoring?</li> </ul>	
6. Disaster Recovery and Business Continuity		
Q6.1	Backup <ul style="list-style-type: none"> <li>What is your proposed high-level backup architecture and methodology for the production system?</li> <li>What is the proposed hardware required for data storage of the production system?</li> <li>Is there any license cost involved? If yes state the list?</li> </ul>	
Q6.3	Please provide you proposed technology and tools <ul style="list-style-type: none"> <li>Language: PHP or Java preferred</li> <li>Database supported: (support to PostgreSQL and Oracle is a minimum requirement)</li> <li>PHP Framework: (ie. Symfony)</li> <li>Cache Server: (ie. Redis)</li> <li>Load balancer: (ie. HAproxy)</li> <li>OS: Linux (ie. Red Hat Linux)</li> <li>Webserver: (ie. Nginx)</li> <li>API: (ie. RESTful)</li> <li>UI framework (ie. Kendo)</li> </ul>	
<i>In addition to the above evidence and certification in the format as above, the SP to separately submit a compliance chart covering all line items in the Requirements Matrix as well as in the Statement of Work indicating clearly the compliance status of the bid (technical) in respect of each line item and clearly indicating any deviation from requirements in the bid.</i>		

