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REQUEST FOR PROPOSAL

**Supply, Configuration, Implementation, Maintenance and Support of
an e-filing and Case Management System (CMS)**

RFP No.: RFP/FJI10-07-18

Project: Fiji Access to Justice Project

Country: Fiji

Issued on: 10 August 2018

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Section 1. Letter of Invitation

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to etenderbox.pacific@undp.org, indicating whether you intend to submit a Proposal or otherwise. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Approved by:



Name: Ronald Kumar

Title: Procurement Analyst

Date: **August 10, 2018**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by 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; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest,</p>

	<p>Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members 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 b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>

11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 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.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the</p>

	<p>requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 Bidder 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 Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p>

	<p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide 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.</p>
19. Amendment of Proposals	<p>19.1 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 Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a Bidder’s conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:

<p>Email Submission</p> <p>eTendering submission</p>	<p>i. Bear the name and address of the bidder;</p> <p>ii. Be addressed to UNDP as specified in the BDS</p> <p>iii. Bear a warning that states “<i>Not to be opened before the time and date for proposal opening</i>” as specified in the BDS.</p> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</p> <p>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”</p>

	<p>“SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder 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 and may be subject to the application of prevailing UNDP’s vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> They are not included in the UN Security Council 1267/1989 Committee’s list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list; They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; They are able to comply fully with UNDP General Terms and Conditions of Contract; They do not have a consistent history of court/arbitral award decisions against the Bidder; and They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage</p>

	<p>if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and 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.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is</p>

	not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
33.Responsiveness of Proposal	<p>33.1 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.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34.Nonconformities, Reparable Errors and Omissions	<p>34.1 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.</p> <p>34.2 UNDP may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35.Right to Accept, Reject, Any or All Proposals	<p>35.1 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 Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36.Award Criteria	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
37.Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.</p>
38.Right to Vary Requirements at the Time of Award	<p>38.1 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.</p>
39.Contract Signature	<p>39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may 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 Second</p>

	Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: Fiji Time Zone Date: August 27, 2018 3:00 PM Venue: UNDP Conference Room</p> <p>The UNDP focal point for the arrangement is: Ronald Kumar Telephone: 679-3312500 E-mail: procurement.fj@undp.org</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Required in the amount of USD20,000
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Required in the amount of USD100,000

10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline <u>Note non-response of bidder's queries by UNDP that was submitted within 3 days of the closing of the RFP shall not form the basis of extending the RFP deadline. Bidders are therefore requested to make the most of the opportunity in seeking technical and administrative clarifications during the pre-proposal conference.</u>
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ronald Kumar Address: UNDP Pacific Office in Fiji Telephone: 679 - 3312500 E-mail address: procurement.fj@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective bidders by email and Posting on the website: www.pacific.undp.org
14	23	Deadline for Submission	07 September 2018 (11.59pm Fiji Time Zone) <u>Bidders are requested to avoid submitting their proposals just before the deadline as UNDP will not take any responsibility for transmission received after the deadline or due to hold-up due to internet connectivity.</u>
14	22	Allowable Manner of Submitting Proposals	Submission by email
15	22	Proposal Submission Address	etenderbox.pacific@undp.org
16	22	Electronic submission requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for technical proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: <u>10MB</u>

			<ul style="list-style-type: none"> ▪ Mandatory subject of email: <u>RFP/FJI10-07-18 (CMS)</u> ▪ Documents which are required in original (Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: <u>Ronald Kumar, Procurement, UNDP Pacific Office in Fiji, Level 8, Kadavu House, Suva, Fiji</u>
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p> <p><i>Note: The technical evaluation will be a two step procedure. Only bidders achieving 560 points (70% of Sections 1+2+3) will be short listed to present the prototype demonstration. Following presentation of prototype, those who score overall 70% (700 points) of the total scores (Section 1+2+3+4) will be considered for financial evaluation. Proposals for Lots 1 & 2 will be reviewed separately including separate presentations for prototype demonstrations.</i></p>
18		Expected date for commencement of Contract	October 1, 2018
19		Maximum expected duration of contract	12 months
20	35	UNDP will award the contract to:	<p>One bidder Only</p> <p><u>UNDP reserves the right to award either LOT 1 or LOT 2 or both the LOTs as suits UNDPs requirements.</u></p>
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<p><i>All shortlisted bidders will be required to make a presentation of their proposed solution (CMS) which will be assessed as part of the technical evaluation. UNDP will notify the shortlisted bidders of the presentation dates.</i></p> <p>It is expected the bidders will have ready technical solutions similar to the requested under the RFP and these solutions can be adapted to the specific RFP requirements in the shortest possible time in order to comply with tight timelines.</p>

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Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately with password protected
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD\$2million for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	100
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
4.	Prototype Presentation	200
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	20
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	20
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country:	40
1.4	Quality assurance procedures and risk mitigation measures	10
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	10
Total Section 1		100

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Has the bidder demonstrated contextual awareness and knowledge?	50
2.2	Description of the bidders approach and methodology for meeting or exceeding the requirements of the Terms of Reference (completeness of the solution). <ul style="list-style-type: none"> End to End flow of the system from initiating the system to disposition of cases with reports generation with the data available. System must be available 24x7 and a very low downtime. General downtime acceptable for an online system is 99.95 availability. 	150

	<ul style="list-style-type: none"> • The bidder demonstrates that the software has all requested functionalities, software supplies, relevant configuration and customization, IT infrastructure and installation, software maintenance and issue resolution. • Technical architecture of the proposed software is tailored for all user groups, has requested access channels, reliable security architecture, and service interface, displays requested business processes and requested external interfaces, and has necessary database backup. • The proposed infrastructure complies with requirements and is able to serve the requested number of users and handle the requested volume of transactions. • Training needs assessment will be undertaken and will inform the development of training modules for trainers and training materials. • Training Methodology, development of module and deployment of trainers is as per the requirements. • Software-related non-functional requirements are observed. • Exit strategy is clearly described – i.e., The proposal clearly provides details of the handover process to UNDP. 	
2.3	<p>Details on how the different service elements shall be organized, controlled and delivered, including proposed flexibility.</p> <ul style="list-style-type: none"> • Architecture flexibility should be extendable. i.e. if there is a new location for the system such as Lautoka, then there should not need to be a redesign of the system. • If there is a need to add an additional case type or an additional document it must be configurable without a need to change code and can be done by the administrators. 	40
2.4	<p>Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.</p> <ul style="list-style-type: none"> • The bidder provides a clear description and strategy on how they will test this software throughout the pilot period, including user acceptance, identification of gaps, and realignment to the actual needs of the end users where applicable. 	40
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic.	40
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract.	40
2.7	<p>Warranty for the software as well as systems maintenance is as per requirements.</p> <ul style="list-style-type: none"> • Software support within the warranty period is clearly defined 	40
Total Section 2		400

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		40
3.2	Qualifications of key personnel proposed		
3.2 a	Project Manager		100

	General Experience: Master's Degree or equivalent in computer technology or similar field	15	
	Specific Experience relevant to the assignment: <ul style="list-style-type: none"> • Experience in IT, software management and management of data • Minimum 10 years of relevant experience • Possess a general understanding in the areas of application programming, database and systems design; proven communication, analytical, and problem-solving skills to help support the development process, and ensure that project deliverables are met according to specifications. • Experience in providing hands-on training and face-face to delivery 	70	
	- Regional/International experience	10	
	- Language Qualifications: well versed with English	5	
	3.2 b Solutions Architect		
	General Experience: Bachelor's Degree or equivalent in computer technology or similar field	15	80
	Specific Experience relevant to the assignment: <ul style="list-style-type: none"> • Experience in IT Infrastructure and Cloud Development • Minimum 8 years of relevant experience • Infrastructure and Software Architecture design, solution-level decisions and analysis of their impact on the overall business goals and outcomes. • Experience in providing hands-on training to system administrators. 	50	
	Regional/International experience	10	
	Language Qualifications: well versed with English	5	
	3.2 c Business Analyst		
	General Experience: Bachelor's Degree or equivalent in computer technology or similar field	15	80
	Specific Experience relevant to the assignment: <ul style="list-style-type: none"> • Minimum 5 years of relevant experience • The ability to influence stakeholders and work closely with them to determine acceptable solutions. • Excellent documentation skills. • Fundamental analytical and conceptual thinking skills 	50	
	- Regional/International experience	10	
	- Language Qualifications: well versed with English	5	
Total Section 3			300

Section 4. Prototype Presentation		Points obtainable
1.1	Software prototype demonstration supports proposed features as per RFP requirements as relevant to software solution, business processes and functionalities.	40
1.2	Proposed prototype provides a clear articulation of the solution	30
1.3	To what extent will the prototype require customization in terms of technical development	40
1.4	Did the prototype demonstrate provision of predefined reports and customizable reports in the desired format.	30
1.5	Does the prototype demonstrate all the mandatory features? Does the prototype demonstrate highly desirable and desirable features as part of its presentation	30
1.5	To what extent is the prototype user friendly and will required minimal capacity building for stakeholders for its use and data entry	30
Total Section 1		200

Section 5. Terms of Reference

1. Purpose

This document outlines the core requirements to support the procurement of an e-filing for the Fiji Judiciary and case management systems (CMS) for the Fiji Judiciary and Legal Aid Commission, to replace the existing legacy systems. The requirements defined in this document aim to support obligations under the Fiji Access to Justice Project under the UNDP Pacific Office in Fiji.

The Fiji Access to Justice Project (A2J):

- Aim at Strengthening access to justice, rule of law and promoting human rights are cornerstones of UNDP's work to achieve sustainable human development
- The UNDP Pacific Office in Fiji is implementing projects as part of an overall programme in these areas including the Fiji Access to Justice Project
- The Fiji Access to Justice Project supports access to justice for impoverished and vulnerable groups through empowering people to access legal rights and services through the relevant key justice institutions, in conjunction with strengthening those key justice institutions to undertake improved service delivery
- To ensure proceedings in the Courts support the best principles of decision making (independence; natural justice; procedural fairness; high quality; consistency; transparency and accountability)
- To foster accessibility and ensure applications are processed swiftly
- To ensure resolutions are fair
- To keep costs to parties to a minimum
- To minimise formality and lengthy legal procedures

2. Background

The Judicial Department and the Legal Aid Commission is currently operates several in house built manual case management and information management systems to support the operation of the court system in Fiji. However, these rudimentary systems are increasingly facing challenges in supporting the processes and procedures for timely disposal of cases and in meeting the technological expectations of a range of stakeholders. The Judicial Department is now seeking to embark on a programme to automate court operations and have already undertaken the initial steps of exploring the range of options currently available for court technology such as the potential benefits of the introduction of e-filing and integrated court management systems. Consequently, Judicial leadership, along with the judges and magistrates who administer the courts and in conjunction with the court administration team, are now fully committed to the value of automating court operations and the expected benefits to deliver access to justice.

3. Governance Structures

The contractor will report to the Fiji Access to Justice, Rule of Law and Human Rights Programme Manager, in coordination with and with advice from the Chief Justice and Chief Registrar from the Fiji Judicial Department and the Acting Director of the Legal Aid Commission.

Direct coordination is anticipated to be most frequent during the development phase, with face-to-face consultation required as necessary to ensure common understanding and agreement between all parties.

Monthly written updates are required on progress against targets, challenges and mitigation measures.

4. Resource Requirements

It is anticipated that all personal work equipment required by the contractor will be supplied by the contractor.

5. Duty Station

It is expected that the contractor will complete the system development and initial testing from their premises, while on-site testing, demonstrations and modifications based on end-user feedback, installation and training to be undertaken in country in Fiji.

6. Bidder Qualifications and Requirements

The selected firm should demonstrate the following requirements:

- Must be a registered company or firm
- Must have at least 3 years experience developing similar IT solutions
- Should have a qualified team, comprising a Project Manager, Solutions Architect and Business Analyst with the following minimum qualifications:
 - Experience in IT, software and data management, IT Infrastructure and Cloud Development
 - The personnel required should have the relevant experience of minimum 10 years for Project Manager, 8 years for Solutions Architect and 5 years for Business Analyst. It is possible that one person can do dual roles hence have the relevant qualifications and experience to undertake all tasks however workload, output quality and time management shall be considered as the project is time sensitive.
 - Possess a general understanding in the areas of application programming, database and systems design; proven communication, analytical, and problem-solving skills to help support the development process, and ensure that project deliverables are met according to specifications.
 - Infrastructure and Software Architecture design, solution-level decisions and analysis of their impact on the overall business goals and outcomes.
 - Ability to influence stakeholders and work closely with them to determine acceptable solutions.
 - Experience in providing hands-on training and face-face to delivery to system administrators
 - Excellent documentation skills.
 - Well versed in English

7. Communications:

The bidder shall liaise with UNDP on the contractual issues and payment terms during the course of the contract period. However, discussions on the use of the system, testing and training shall be done together with the beneficiaries.

8. Exit Strategy

The current CMS will be a pilot phase and will be supported by UNDP till the end of the contract (12 months) that will be signed as result of this procurement process. The system will be handed over to beneficiary in the following manner:

Software solution: At the end of the contract period, the beneficiaries will continue to use the software solution. Therefore, the winning bidder will need to handover all permissions, passwords, licenses, detailed manuals etc required to continue using and administrating cloud based solution. The winning bidder will discuss any continuing or ongoing needs with the beneficiaries and undertake separate SLAs based on those agreements.

Training and Capacity Building: All training material and modules developed under the project will be property of the beneficiary and UNDP and shall be provided in an open editable file/format.

The above exit strategy is based on the current scenario but may be modified in discussion with the beneficiaries based on the learnings/experience during the project implementation

9. Specifications and requirements

The following sections is divided into 2 parts namely Lot 1 and Lot 2. Lot 1 specifies the specifications and requirements for the Fiji Judicial Department while Lot 2 specifies the specifications and requirements for the Fiji Legal Aid Commission (LAC). Bidders are required to familiarize themselves with both the Lots and submit the proposals in-accordance with these.

Lot 1 (Fiji Judicial Services)

Requirements and System Specifications

Scope

The scope of the business requirements ensures that the efilng and CMS solution has the capacity and scalability to accommodate multiple legal jurisdictions starting from a pilot launch but offer a streamlined approach and then extend the system across Fiji for all courts.

The scope for pilot will be for 2 regions, Suva and Labasa for all case types and must be hosted on the cloud.

Location	Court/Division	Case Type
Suva	High Court	Civil
		Criminal
		Family
	Magistrates Court	Crime
		PVT Pros
		DVRO
		Civil
		Charge & Summons
		Police Tins
		LTA Tins
	Family Court	Applications
		Registrars
		Counselling
Labasa	High Court	Civil
		Criminal
		Family
	Magistrates Court	Crime
		PVT Pros
		DVRO
		Civil
		Charge & Summons
		Police Tins
		LTA Tins
	Family Court	Applications
		Registrars
		Counselling

Primary Objectives

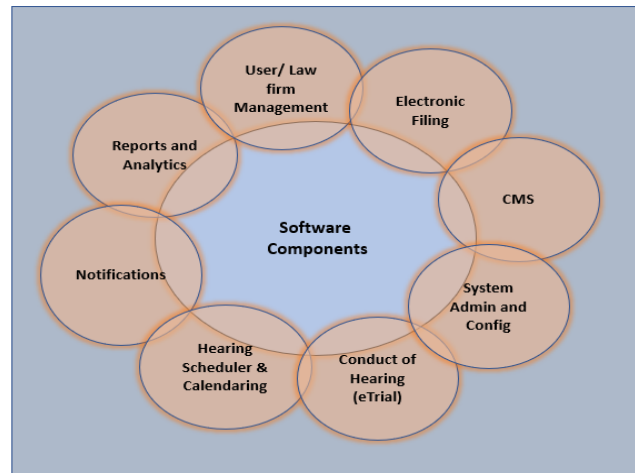
The following key objectives are required of the total efilng and CMS solution:

- A contemporary, flexible and highly user configurable efilng and CMS to promote functionality flexibility and support business changes;
- Automated and streamlined workflows resulting in improved business process efficiency;
- An intelligent online forms capability that is intuitive, interactive and dynamic offering secure and easy access to internal and external stakeholders.
- Reporting functionality to support current and future management reporting and decision making;
- Modern technology with strong maintenance and support to ensure system scalability and stability that can operate across various portable devices;
- A platform that enables seamless integration and interfacing with existing and legacy stakeholder systems; and

- A go-live pilot target date of 1 January 2019 is highly desirable.

Software Components

The following is the pictorial representation of the scope of services to be undertaken as a part of this RFP.

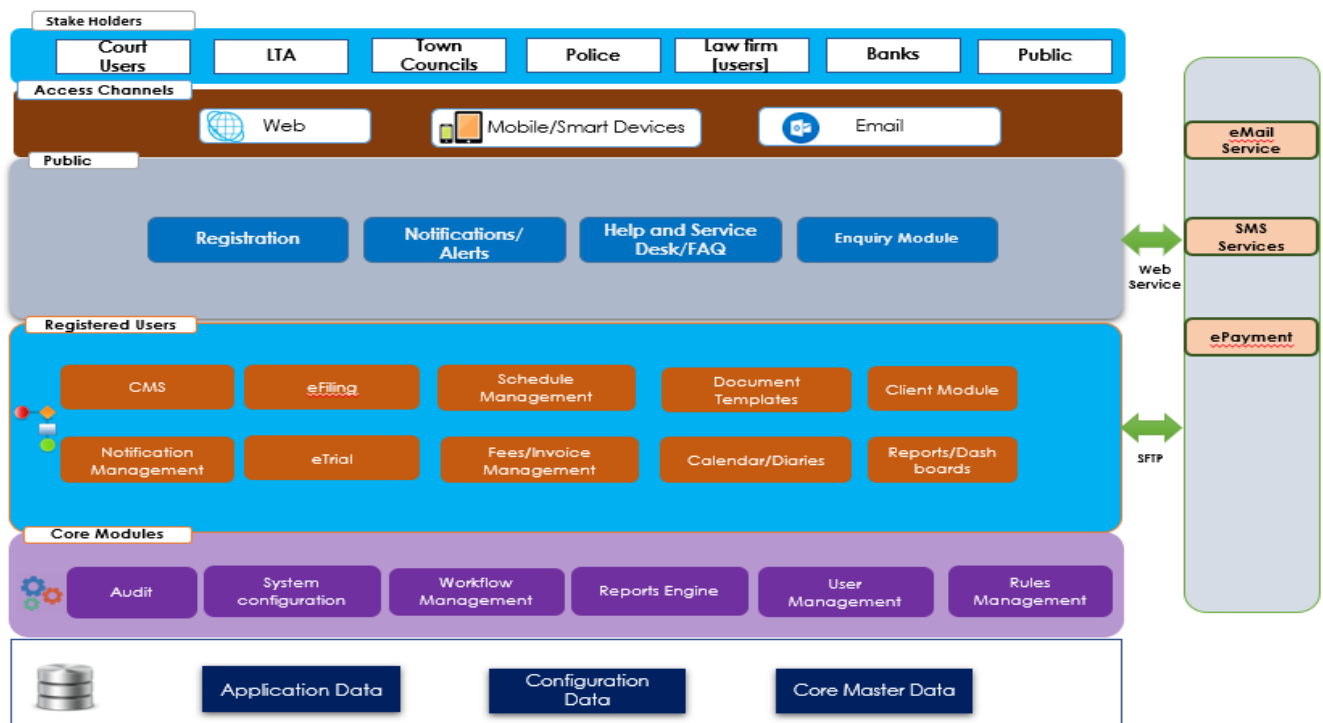


Structure of this document

The structure of this document has been designed to explain to Respondents the core business requirements and system specifications. Business requirements have been split into functional and non-functional requirements. The functional requirements provide a contextual understanding of the critical capabilities required for the Fiji Judiciary. The non-functional requirements are designed to facilitate a vendor's ability to demonstrate how they will deliver operational features such as exceptional customer experience, efficient 3rd party interfaces, business and service continuity, adequate security and availability and the management of change delivery.

This document will underpin the procurement process by providing an understanding of essential e-filing and CMS functionality to vendors and evaluators.

Technical Architecture



User Groups

Users of the system include court users, judges, legal practitioners, police, town councils, banks and public.

Access Channels

The software shall be web based, but the application should also operate in offline mode.

Security Features

Security and data privacy are of utmost importance. These are the mandatory requirements:

- The application shall use secure network protocols and it shall not be switched to insecure ones.
- The application shall use appropriate certificates.
- The application shall require a user to be authenticated before they are allowed to access their data. There is a maximum number of login attempts before they are locked out.
- In terms of Data Security, the bidder should ensure confidentiality, access controllability and Integrity of the data.
- Key and sensitive data must be encrypted in the Database using advanced encryption algorithms.
- Complies and regulations to mandate particular controls (such as strong access controls and audit trails) and require regular reporting by the bidder.
- In addition to producing logs and audit trails, Bidders to ensure that these logs and audit trails are properly secured, maintained for as long as the customer requires, and are accessible for the purposes of forensic investigation.

Databases:

All system data shall be stored on cloud. UNDP will be paying for the hosting services and license of 50 users for a period of 12 months. The bidder should mention the location of the cloud server and back-up servers. All the system users shall access/ modify/ delete the data through appropriate modules based on their access rights.

Note: The data provided and generated by the system is owned by UNDP and Fiji Judiciary. The bidder cannot use the data for any purpose during or beyond the contract period.

Priorities

The operational goals and business requirements in this document have been classified as either:

Mandatory	Refers to a requirement that must be met in full without compromise
Highly desirable	Refers to a requirement that should be met in full. However, partial compliance is an option that may be acceptable.
Desirable	Refers to a requirement that may be sacrificed if compliance with other requirements provides a net benefit to LAC.

Table 1 Architectural Goals

Goal #	Description	Priority
G01	The bidder must have an eFiling and case management system (CMS) that can be customized and configured to manage the Fiji Judiciary.	Mandatory
G02	The eFiling and CMS must be a single integrated system including: data capture of the eFiling and CMS, user management, hearing management, workflow management, reporting, data analytics and system administration.	Mandatory
G03	Provision of a system architecture that is scalable and adaptable to meet future operational needs e.g. to embrace new jurisdictions as foreseen within the Fiji Judiciary and the extend the system from the pilot at Suva and Labasa to other locations.	Mandatory

Goal #	Description	Priority
G04	Provision for multiple concurrent active sessions (initial pilot implementation to support minimum 50 authorised users). There are an estimated 1,200 users who will be accessing the CMS platform once fully operational. Future increases in user-licences to be clearly communicated and costed.	Mandatory
G05	Provision of a system which is accessible across multiple physical locations.	Mandatory
G06	Provision of a system that supports system to system interfaces which are efficient, robust and adaptable.	Mandatory
G07	Provision of interfaces with online smart forms which auto-populate case information.	Mandatory
G08	Provision of a system which includes multiple environments (i.e. for testing, training; development, production).	Mandatory
G09	Provision of a security model that supports controlled access to specific features of the system.	Mandatory
G10	The eFiling and CMS must be externally hosted on the cloud and costs associated to these options.	Highly Desirable

Implementation Goals

Goal #	Description	Priority
G11	Provide a system which highly user configurable to promote functionality, flexibility and support business changes rapidly.	Mandatory
G12	Provide an eFiling and CMS system that is highly available.	Highly Desirable
G13	Training courses must be self-intuitive and concise. They must accommodate a range of technical knowledge and skills. Online training/help courses should be made available where appropriate.	Mandatory
G14	Provide training to selected Fiji Judiciary Stakeholders on the use listing technologies, notification, alerts, website publishing, security policies.	Mandatory
G15	Provision of detailed system documentation for the implementation, including interfaces.	Mandatory

Support & Maintenance Goals

G16	Provision of appropriately skilled resources to provide implementation services including system configuration, integration with external systems, and ongoing application support.	Mandatory
G17	Provision of accessible and ongoing service maintenance, which can facilitate self-servicing and/or helpdesk support.	Mandatory
G18	Provision and installation guidance for system updates through the life of the contract.	Mandatory
G19	Provision of online user guides and a help suite that can be updated by Fiji Judiciary users.	Mandatory
G20	Provision of data integrity assessment functionality e.g. generate reports on complete/incomplete mandatory fields, duplicate data entries etc.	Mandatory
G21	Provide ongoing support and maintenance program for all business configurable components of the system.	Mandatory

Overview

Business requirements are divided into overall business requirements, functional requirements and non-functional requirements. The business requirements and functional requirements focus on **‘what’** are the user needs to operate an effective eFiling and case management system at the Fiji Judiciary. The non-functional requirements focus on **‘how’** the eFiling and CMS solution will deliver the functional requirements. Each requirement has been classified as either mandatory, highly desirable or desirable. Failure to deliver ‘mandatory’ requirements may result in a potential impact to business risks, costs, complexity and the total work effort involved.

Overall Business Requirements

Unique #	Business Requirements	Criticality
BR_1.01	The system must be scalable and function without negative performance with initially 50 concurrent users.	Highly Desirable
BR_1.02	The system should maintain a full audit history of all actions.	Mandatory
BR_1.03	The system must log all user activity and allow only users with sufficient privileges to view log files.	Mandatory
BR_1.04	The system must allow for the establishment of user profiles to control the levels of access that users can have to the system	Mandatory
BR_1.05	The system must have automated workflows, including: approvals, system generated alerts/notifications, task management and scheduling.	Mandatory
BR_1.06	The system should not require additional tools/skills to be able to undertake system administration functions (configuration changes, etc.).	Desirable
BR_1.07	The system must provide a user-friendly report writing tool that does not require users to have technical or programming skills.	Mandatory
BR_1.08	The system must offer secure real-time access to a web based online portal for external clients and stakeholders using all modern, contemporary browsers. The system must also operate in an offline mode where there is no internet connectivity. During this period, the information can be saved offline and once the connection is obtained, the information can be synchronised to the server.	Mandatory
BR_1.09	The system should facilitate online eFiling of all applications. All application data must be validated, de-duplicated and auto-populate CMS cases.	Mandatory
BR_1.10	The eFiling and CMS solution must have the capability to associate or link multiple cases.	Mandatory
BR_1.11	The eFiling and CMS solution is to be mobile device compatible across multiple models and operating systems.	Mandatory
BR_1.12	The system must offer the ability to search, retrieve and report on all structured data records.	Mandatory
BR_1.13	The system must allow for user defined pop up warning messages.	Mandatory

Functional Requirements

Functional requirements have been documented into the following seven operational capability categories, to communicate a clear understanding of the breadth of functionality sought. These Capabilities are achieved through a collection of people, process and technology components.

Capabilities	Description
eFiling (EF)	This capability included electronic forms that contains structured fields to capture the meta-data of the filing party details, attorney details, type of case, case information etc. The electronic form provides the user with the functionality to attach/upload any supporting documents for their filing.
Case Management System (CMS)	This capability includes receipting, appointment scheduling, hearing management, ecalendar, document management, workflow and automatic case judge assignment.
eNotification (NOT)	This capability is to automatically notify the lawyers/parties and the Court offices related to a case in the form of reminders via an SMS or email. Notification would be sent out based on case milestones or if the timeline has been breached. Notifications and templates can be configured based on requirements.

Capabilities	Description
Reporting Management (RM)	This capability is to analyse, monitor and report on the performance of the Fiji Judiciary using a variety of tools such as data analytics, dashboards and operational report generation. There must be an export options of the report minimal in PDF, excel, word, RFT and PPT formats.
ePayments (EPAY)	This capability is to ensure that there is an accurate fee collection via the Electronic payment system. Each transaction will be recorded and available for future retrieval and reference. ePayment is the preferred modality for payments associated with the eFiling of cases/documents to the Courts and other law enforcement agencies for fines, spouse support and child maintenance. Other features such as search and payment for hearing can be used via ePayment.
Help and Service Desk (HSD)	This capability is to introduce the ‘One Stop’ help and Service desk. The help and service desk should have 2 types of resources. Technical support (especially for self-represented parties and eFiling, including support with scanning, searching, copying etc.) and the Legal Knowledge group which would provide legal information and guidance on rules, fees, basic physical directions, and facilitate linkages with other justice actors as required (with the limit being that legal advice could not be provided).
Integration between Courts and other Agencies (INT)	The capability to integrate with other enforcing agencies such as the police, Immigration and Payment of fines, there is a need to ensure that a central data exchange be implemented. The case integration would be to and from such data exchange instead of the individual systems. Fines are paid at LTA, Town and City Councils, Police Station, Banks and Post office. Cases related to fines can be flagged out and provided to the enforcing agencies in the form of data files. The law enforcing agencies can provide the details related to the fine payments to the Court. These stakeholders would also have to be registered into the system as stakeholders.

eFiling (EF)

eFiling allows for filing of case and documents to the Fiji Courts electronically. The electronic form provides the user with the functionality to attach/upload any supporting documents for their filing.

Unique #	Functional Requirements	Criticality
EF_FR_1.01	The e-filing module shall allow users to prepare and to file documents to the Courts electronically. The software must allow for the capture of structured data for case information, party information, document information.	Mandatory
EF_FR_1.02	During the eFiling process, the system must be capable of auto generating documents based on templates.	Mandatory
EF_FR_1.03	The module shall allow users to retrieve, amend, print, submit or delete/purge versions of forms that were previously saved.	Mandatory
EF_FR_1.04	Fees can be calculated, and the amount charged for all filings that attract court fees. This also applies for hearing fees and other such stipulated fees. The Fee module shall auto-compute and display the filing fees and stamp fees for the users’ confirmation and acknowledgement upon submission.	Mandatory
EF_FR_1.05	Appropriate security measures must be in place to prevent inadvertent or deliberate access to stored drafts by unauthorised users.	Mandatory
EF_FR_1.06	The eFiling module shall clearly illustrate through the use of step-by-step “wizards”, the entire submission process. System to display appropriate warning/error messages and guidance during the process of eFiling.	Mandatory

Unique #	Functional Requirements	Criticality
EF_FR_1.07	The efilng module shall automatically generate an acknowledgement upon successful submission.	Mandatory
EF_FR_1.08	The efilng module shall store all submitted forms, with their file attachments in a content management solution for proper management and retrieval	Mandatory
EF_FR_1.09	A file and serve feature, where filing and service are treated as a single transaction and activated at the time of filing of the document(s) to the courts. Upon approval by court, the document(s) will be automatically served electronically on the other party/ parties. The Lawyers must be registered to the system for this automatic service.	Mandatory
EF_FR_1.10	The calendaring module shall allow lawyers and litigants to view the list of hearing/appointments with a day/week and month view.	Mandatory
EF_FR_1.11	Lawyer and litigants shall be able to query, retrieve and download the “Fees” report which shows billing information	Mandatory
EF_FR_1.12	The Search module shall allow searches based on any structured data within the case file or filed documents, including party names, case information, filing date and documents filed.	Mandatory

Case Management System (CMS)

The CMS includes receipting, appointment scheduling, hearing management, ecalendar, document management, workflow and automatic case judge assignment.

Unique #	Functional Requirements	Criticality
CM_FR_1.01	Workflow technology must enable real time visibility, monitoring, optimisation and traceability. Workflows will be adaptable orchestrations of the CMS system to mirror and support human workflow steps.	Mandatory
CM_FR_1.02	The CMS solution must support workflow management to ensure prescribed timeframes are met and different application types are processed appropriately e.g. automatic generation of correspondence; triggers to schedule hearings etc.	Mandatory
CM_FR_1.03	Upon receipt of a new application or at any other time during the management of a case, the case can be manually assigned. This will convey to users the likelihood of additional trial time; preparation time required to manage the matter; or alert users to peculiarities about the case. Management reports, data analytics and dashboards shall be able to report against this case status.	Mandatory
CM_FR_1.04	The CMS solution must be able to automatically communicate all hearing fixed to all relevant parties of a case e.g. using SMS or email confirmations and reminders (e.g. 3 days prior to a scheduled date).	Mandatory
CM_FR_1.05	The system must be able to create and assign tasks against appointments, meetings, trials, chamber hearings, phone calls or user specific.	Mandatory
CM_FR_1.06	The system must be able to create and maintain appointments in multiple calendars.	Mandatory
CM_FR_1.07	An interactive daily schedule of listings (meetings, hearings or trials) must be accessible to: authorised CMS users, stakeholders. Users should be able to drill into each scheduled listing to determine location, time, date, case identifiers and confirmed attendees	Mandatory
CM_FR_1.08	The documents can be categorised based on document types such as affidavits, Writs, Notices, etc. Since documents are accessible within the life cycle of the case, the commencement documents or pleadings can be referenced or retrieved whenever there is a need to draw on them in preparation for a subsequent trial. A usage of this is preparation of a trial bundle where a group of documents can be referenced and prepared as a	Mandatory

Unique #	Functional Requirements	Criticality
	bundle. The Plaintiff's and the respondent's bundle can be prepared separately before the trial or other hearings.	
CM_FR_1.09	The system should allow to download the case information along with the documents in an offline mode. This is needed whenever the user does not have internet connection. The System should generate Bundle of documents and generate hearing Indexes for legal practitioners and litigants before preparing for a trial.	Mandatory
CM_FR_1.10	Authorised users may generate tasks, audio files, case notes etc. which are unique to both the user and the case.	Mandatory
CM_FR_1.11	The CMS should allow the cases to be transferred, linked and associated to more than one case.	Mandatory
CM_FR_1.12	The CMS and actions must be fully auditable.	Mandatory
CM_FR_1.13	Timeframes can be set for document submission deadlines and all relevant parties should be notified of relevant process milestones.	Desirable
CM_FR_1.14	Cases may be re-opened following case closure when new evidence arises to justify a reconsideration of earlier findings.	Mandatory
CM_FR_1.15	E-Calendar should manage the calendars of the Judges/Court Officers. The E-Calendar is used for checking of availability of Judges/resources throughout the lifecycle of the cases. With E-Calendar, quotas can be pre-defined for the Judges by checking availability. Multiple activities can be fixed to a person easily through a block assignment of pending hearings. The E-Calendar should be configured and displayed in various sections and the events can be displayed based on user roles. The E-Calendar should allow for updates to the personal schedule such a leave. During the fixing of hearing, the system will determine the availability of the users inclusive of personal schedule	Mandatory
CM_FR_1.16	Finance module provides to configure the court fees. Court management officers can update payment related information to case file if payment is made at court counter or via epayment. The reporting feature will also provide the necessary information on payments and usage. The feature should allow the user to configure amount based on transaction type.	Mandatory
CM_FR_1.17	Upon initiation of a case, the Judge can be auto assigned to the case within a pool of Judges. The assignment of the Judges can have rules based the type of and nature of cases or any other user-defined criteria.	Mandatory

Notification (NOT)

The main goal is Introduction of electronic communications to save time and provide updates to Lawyers/Parties/Prison services and Court staff on the happenings of each case. Also, notifications can be auto triggered for the escalations in the event when the cases are not met with the timelines. This contributes to the timely tracking and monitoring of the cases and enables in clearing the cases in a faster manner.

Unique #	Functional Requirements	Criticality
NOT_FR_1.01	Simple notifications and alerts can be sent as plain text messages via e-mail or SMS, for certain milestones in a case or where appropriate. The text of the notification messages must be easily configurable, by the Court users, and can be plain text or in rich-text/html format. Some of the sub modules for this feature would include: Notification templates	Mandatory

Unique #	Functional Requirements	Criticality
	<p>The system can be configured to define notification templates for different lifecycle of the case such as acceptance of case, representation of case, service of document, fixing of hearing, attendance for the hearing and other defined milestones.</p> <p>Notification preferences</p> <p>The System can be configured to define notification preferences such as email, SMS or system health monitoring tasks for the IT staff to ensure high level system availability.</p>	
NOT_FR_1.02	Based on Rules of Court and Practice directions, there are timelines to be met for representing a lawyer, or documents that need to be filed within a timeline. The system can automatically notify the lawyers/parties and the Court offices related to a case in the form of reminders via an SMS or email.	Mandatory
NOT_FR_1.03	When document have been filed by law firms/parties into the case and a case needs to be accepted by the Court users, the system can maintain a timeline for approval. If the due date has been passed, the system can notify the Court users as an email notification to process the documents. The documents can be further escalated to the Supervisor beyond the due date. This can all be done automatically	Mandatory
NOT_FR_1.04	When Lawyers/Parties involved in the case attend hearing matters at the Court, they can register the attendance at the Kiosk along with the details. The system can, automatically, send out SMS notifications to the Lawyers/Parties when their hearing is next in queue with details of the Court Room. This will avoid unnecessary queuing.	Mandatory

Reporting Management (RM)

The Organisational Performance Management capability provides support to assess, allow the Courts to generate the reports and statistics that are assembled on a regular basis, or on an ad hoc, on-demand basis. These reports deal with a wide range of statistics relevant to performance and efficiency in case disposal. Present overview dashboards view as to the performance of the Courts.

The following functional requirements seek to facilitate reports on: strategic goal alignment; application queries; metrics related queries; and results related queries.

Unique #	Functional Requirements	Criticality
RM_FR_1.01	<p>Data analytics differs from management reporting as it provides data and relies on human analysis to infer intelligence from the data. A data analytical administration module should exist to support the development of ad-hoc reports as requested by Judiciary management.</p> <p>Data analytics capabilities must support the following functionality:</p> <ul style="list-style-type: none"> • information extraction • categorisation (determine the topic of documents) • summarisation (build a brief accurate description of a text) • context specific searches (e.g. case status; document type or content; search criteria) • ability to generate reports direct from search results, if required 	Mandatory
RM_FR_1.02	<p>Dashboard functionality which permit high level data displays using role-based. This includes user-based notifications and alerts.</p> <p>To include operational risk dashboards (case initiation/application dashboards) and staff performance dashboards. All dashboards are to track activities against KPIs</p>	Mandatory

Unique #	Functional Requirements	Criticality
	All dashboards to be customisable of the ability for additions and removals reporting dashboard based on a user type (e.g. Case Management Officer, Judge secretary, Judge, Registrar, Court Administrator) e.g. inputs, outputs, timeliness of processing, backlogs and pending tasks. Dashboards to be mobile device compatible.	
RM_FR_1.03	Operational and management reports to have Predefined reports will focus on specific activities and processes to support managerial decision making using detailed information. All reports to be exportable e.g. csv; xls; rtf; PDF; .doc etc. Operational and management reports to be run in batches as required. Example Reports: <ul style="list-style-type: none"> • Clearance rate of total number of open files (6months, 12 months) • Action Tally – Actions by Case Number • List of Case Disposed • Age of Pending Cases • Inactive Cases • Revenue Report • Cause list 	Mandatory
RM_FR_1.04	Option to run reports on predefined compliance measurements and generate official reports which can be published externally).	Mandatory

ePayments (EPAY)

This capability facilitates the Fiji Judiciary to ensure that there is an accurate fee collection via the Electronic payment system. Each transaction will be recorded and available for future retrieval and reference received.

The following functional requirements seek to facilitate modes and payment and the involvement of the stakeholders.

Unique #	Functional Requirements	Criticality
EPAY_FR_1.01	An electronic payment is any kind of non-cash payment that does not involve a paper check or cash. Methods of electronic payments include credit cards, debit cards, bank-based payments such as direct debit, bank transfer, and real-time bank transfer based on online banking.	Mandatory
EPAY_FR_1.02	After selecting to pay by credit or debit card, the user passes on information such as name, credit or debit card details, and billing address, and then submit payment.	Mandatory
EPAY_FR_1.03	The card-issuing bank approves/denies the transaction based on card status and whether the transaction is within the cardholder's credit limit. ePayment is the preferred modality for payments associated with the efilings of cases/documents to the Courts and other law enforcement agencies for fines, spouse support and child maintenance.	Mandatory
EPAY_FR_1.04	The Fee administrative module should capture documents and relevant document fees to generate fees computation within the system. The system administrator for the court system will be able to configure all the relevant documents that attract document fees based on the fee rules and the fee schedule. This serves to ensure consistency and predictability for document fees.	Mandatory
EPAY_FR_1.05	Besides having the ability to auto-compute filing fees and court fees for Billing and Collections of fees, fines and maintenance fees the system can also provide a refund form via the online application for the refund	Mandatory

Unique #	Functional Requirements	Criticality
	of fees. The refund can also be in the form of a request by legal practitioners.	
EPAY_FR_1.06	The system should generate receipts after the eFiling of cases to the court. All the receipts can be saved to the case file. This will help Legal Practitioners to view all receipts for easy reference within the case file (e.g. for proofs of payment to the Court, internal accounting purposes, and calculating applicable client fees). The system should also generate a fee report for a specific case or a fee report for an entire law firm.	Mandatory
EPAY_FR_1.07	The System should generate regular or ad hoc, on-demand fee reports that effectively meet the financial reporting, revenue accounting, internal and external auditing and payment processing requirements of the Courts. The reports are either generated online by users or in a batch mode by the system. The financial reports are generated automatically based on information stored in the system, meaning there is no manual data computation necessary for data stored in the system.	Mandatory

Help and Service Desk (HSD)

The Introduction of Help and Service Desk to provide accurate information to the Litigants. This supports litigants and lawyers to avoid filing inappropriate document(s) and enable faster resolution/conclusion of the cases – in addition to providing general orientation and legal information to Court users. To introduce the ‘One Stop’ help and Service desk, there are a few components needed to make it operational.

Unique #	Functional Requirements	Criticality
HSD_FR_1.01	Help Desk Setup - The help desk should be able to provide various types services and support, such as eFiling, application, responses to queries on processes, estimated fees, payment and digital media. A basic site map of the premises and availability of directions to the location of various court rooms could be useful. The Help Desk must have a clear and visible sign to inform the public, court users of all the services provided.	Mandatory
HSD_FR_1.02	Help and Service desk resources- The help and service desk should have 2 types of resources. Technical support (especially for self-represented parties and eFiling, including support with scanning, searching, copying etc.) and the Legal Knowledge group which would provide legal information and guidance on rules, fees, basic physical directions, and facilitate linkages with other justice actors as required (with the limit being that legal advice could not be provided)	Mandatory
HSD_FR_1.03	The technical support group will handle the support for all data information systems within the Judiciary. The problems reported will be logged into the ticketing system and will be tracked till the issues have been closed. This group can also support walk in clients for services such as search court cases, scanning of documents.	Mandatory
HSD_FR_1.04	The Legal Knowledge group can comprise of the staff within the registries to provide guidelines and rules based on standard operating procedures. Basic advice (not legal) can be provided to Litigants in Person.	Mandatory
HSD_FR_1.05	The Legal Knowledge group can comprise of the staff within the registries to provide guidelines and rules based on standard operating procedures. Basic advice (not legal) can be provided to Litigants in Person.	Mandatory
HSD_FR_1.06	Setup various user support manuals, Help guide, user and system administration and quick reference.	Mandatory

Unique #	Functional Requirements	Criticality
HSD_FR_1.07	Setup of accessories and support for the help and service desk such as Multi-function printers and scanning, stationary, marketing handouts, brochures of the services available	Mandatory
HSD_FR_1.08	Ticketing system of call/case log and support. Staff should be trained to guide users on the types of applications specially those who are unrepresented.	Mandatory

Integration between Courts and other Agencies (INT)

This capability is to ensure that the law enforcing agencies get the decisions of the Court Instantaneously so that the suspected/convicted parties are prevented from getting through the procedures. Considering the geographical locations of Courts in Fiji, there is a high necessity of integrating the Courts and other agencies. This will ensure that the communication is instantaneous and secured. Some of the sub activities for this feature would include as follows:

Unique #	Functional Requirements	Criticality
INT_FR_1.01	To integrate with the police, Immigration and Payment of fines. The case integration would be to and from such data exchange instead of the individual systems. Fines are paid at LTA, Town and City Councils, Police Station, Banks and Post office.	Highly Desirable
INT_FR_1.02	Cases related to fines could be flagged out and provided to the enforcing agencies in the form of data files. The law enforcing agencies could provide the details related to the fine payments to the Courts.	Highly Desirable
INT_FR_1.03	The data exchange between the systems could be defined based CSV, XML or readiness with other agencies.	Highly Desirable
INT_FR_1.04	Court system could provide frequent exchange of data between the systems within one day.	Highly Desirable
INT_FR_1.05	Court System can provide for the extraction of data such as the hearing schedule on a frequent basis within the day to be published on the internet.	Mandatory
INT_FR_1.06	Court System can, either on a regular scheduled basis, or on a “on event” trigger basis, send information to external agencies, such as (i) Prisons; (ii) Immigration; and (iii) traffic fines and payments. Such information will be extracted from the case-file and may include hearing details (including hearing outcome) and case-file documents.	Highly Desirable
INT_FR_1.07	Police, Immigration and LTA should have access to the system for cases and specific data. The System administrator could create an organization and users for the Police, Immigration and LTA. Once the users are created, they will have access to case based on their roles. They will have read only access to cases.	Mandatory

Non-Functional Requirements

The non-functional requirements focus on execution qualities (such as security and usability) and evolution qualities (such as maintainability and scalability) of a new eFiling and CMS solution.

Customer Experience / Usability

Unique #	Non-functional Requirements	Criticality
NFR_1.01	Respondents should provide average response times from a site of similar size to the Fiji Judiciary Pilot users i.e.50 concurrent users.	Highly Desirable
NFR_1.02	The system should support the look and feel of Fiji Judiciary branding and communications.	Mandatory
NFR_1.03	Demonstrate how your system would support error messages that are meaningful and appropriate to users.	Desirable
NFR_1.04	Demonstrate your systems user-friendly search functions which enables user to filter searches across case content and document content.	Mandatory

Unique #	Non-functional Requirements	Criticality
NFR_1.05	Demonstrate how users would access a user interface help function, field level help, any procedures or work instructions applicable to that user.	Mandatory
NFR_1.06	Demonstrate your systems onscreen validation of data with identification of errors recorded and reported.	Mandatory
NFR_1.07	The system must be able to interface with common tools such as Microsoft Office.	Mandatory
NFR_1.08	The system must allow users to retrieve cases or records directly through the use of single unique identifiers.	Mandatory
NFR_1.09	The system must support over multiple (~10) users running report functions concurrently with nil effect on the production environment.	Mandatory
NFR_1.10	Demonstrate how your system supports multiple simultaneous views of the same applicant (associated or linked cases).	Highly Desirable
NFR_1.11	Demonstrate how users can easily perform conflict of interest checks prior to allocating to a Fiji Court Case.	Desirable

Change Delivery Management

Unique #	Non-functional Requirements	Criticality
NFR_1.12	The system must provide a support environment for non-technical business users	Mandatory
NFR_1.13	Demonstrate your system and service support change management protocols.	Desirable

Interfaces and Interoperability

Unique #	Non-functional Requirements	Criticality
NFR_1.14	Demonstrate how the set of interfaces to the organisation will be secured.	Highly Desirable
NFR_1.15	Demonstrate how published data can be readily viewed by external users.	Mandatory
NFR_1.16	The system must operate across all existing web browsers. The system must also operate in an offline mode where there is no internet connectivity. During this period, the information can be saved offline and once the connection is obtained, the information can be synchronised to the server.	Highly Desirable
NFR_1.17	The system must support multiple operating systems (including backward and forward version compatibility).	Mandatory
NFR_1.20	The system must support online smart forms.	Mandatory

Capacity and Scalability

Unique #	Non-functional Requirements	Criticality
NFR_1.18	Demonstrate the systems scalability options that will have a zero effect on performance or availability and how it handles peak loads	Mandatory
NFR_1.19	Provide details on the systems deployment configuration options that are available.	Highly Desirable
NFR_1.20	Provide details of the estimated initial disk storage requirements for a typical installation e.g. for 50 concurrent user licences. And the typical annual growth rate for disk storage.	Mandatory

System Maintenance

Unique #	Non-functional Requirements	Criticality
NFR_1.21	Demonstrate your post implementation support strategy for this system.	Mandatory
NFR_1.22	Provide details of your remote access requirements for providing support and distributing updates.	Mandatory
NFR_1.23	Provide details of the systems routine maintenance activities that require scheduled application 'down-time' (hotfixes, interfaces, patches, updates) their frequency and communication of these outages.	Mandatory

Unique #	Non-functional Requirements	Criticality
NFR_1.24	Provide details of your software release methodology, including frequency.	Highly Desirable
NFR_1.25	Provide details of expected customer involvement to implement and test a new version of the application?	Highly Desirable
NFR_1.26	Provide details of your retention periods for prior versions of the application software and how long it is supported after a new version has been released.	Highly Desirable
NFR_1.27	Provide details of the skill sets required by the customer to perform and test application updates.	Highly Desirable
NFR_1.28	The system must be supported by onshore support services. After the user training and Pilot launch, the support Engineer must be available in Fiji for a period of 3 months.	Mandatory

Security

Unique #	Non-functional Requirements	Criticality
NFR_1.29	Demonstrate how users are authenticated to the application? Single sign on is mandatory (the system must have the capability to link user profiles to network environments). This applies to external and internal user registration process.	Mandatory
NFR_1.30	The system must lock user accounts after a specified number of failed logon attempts.	Mandatory
NFR_1.31	The system must have session time out and lock out based on user inactivity/time out.	Mandatory

Business and service continuity / recovery

Unique #	Non-functional Requirements	Criticality
NFR_1.32	Provide details on the systems disaster recovery plans or guidelines.	Mandatory
NFR_1.33	Provide details on the systems maintenance or upgrade procedures and its ability to not negatively impact performance post implementation or upgrade.	Mandatory
NFR_1.34	Demonstrate your product's strategic direction and your product roadmap over the next 5 years.	Desirable

Timeframes

The overall contract duration will be 12 months with an anticipated contract signature date of October 2018. The Respondent should provide a detailed workplan including Gantt Chart, indicating the proposed schedule, including commencement date, milestones and completion date.

System testing

The purpose of system testing is to demonstrate that the Respondent's system, including specific configurations and any data conversions, meets the Principal's requirements.

It is expected that the successful Respondent will complete the following testing as a minimum:

- Unit Testing – testing of individual components of the solution functionality
- Integration Testing – testing the interfaces and interaction between components of the solution
- Functionality Testing – testing that the key functionality of the system performs and returns expected results
- Performance Testing – demonstrating transaction performance prior to data migration

System configuration

The Respondent will be required to fully configure the proposed system in accordance with the Requirements & Specification. The successful Respondent will also be required to undertake a business research study to determine any other configuration requirements and document these requirements in a Detailed Design and Configuration Document.

The customization of the CMS according to clients needs will be done at the bidders venue and made available for testing online.

Data migration

The Respondent will be required to work with the Fiji Judiciary to migrate legacy data from the existing system to the proposed system and support in digitizing the existing case files. The Respondent should describe the approach to data migration, as a minimum include:

- tools to be used (if required); and
- the approach to data conversion and reconciliation.

There is a basic Case Management System that has been implemented for some of the Courts in Fiji. This CMS currently works as follows:

Court Types	Application/Process	Features
High Court Civil, MC Criminal, Family Court and Small Claims Tribunal	Case Management System	1. Data entry of Case Information 2. Data Entry of Party Information 3. Search Criteria data 4. Update and View Case Information
	Manual Entry in the Physical Case Register	Maintain various Case registers
Other Courts	Excel file	Standard Templates to enter case information
	Manual Entry in the Physical Case Register	Maintain various Case registers

The current CMS is based on SQL Server 2012 R2 running on Windows Server 2012 R2. There is also a large amount of physical case files that will need to be digitized (scanned) and entered into the new CMS.

Training

The preferred approach to training is for the Respondent to deliver intensive ‘train-the-trainer’ type training to the key users such as Legal Practitioners, Judges, Registrars, Case Managers and Court Administrators. . It is anticipated that the key users will be responsible for the ongoing training to other stakeholders.

It is anticipated that the Respondent will provide training in, but not limited to, the following:

- General use of system functionality
- System administration
- Report development

It is anticipated all training provided by the Respondent will be delivered face-to-face with supporting training material. The Training material such as user manuals, system administration guide, training videos must be available online.

System support

UNDP expects that there will be an agreed support and maintenance arrangement in place with performance metrics to cover all aspects of release and management of new versions. The bidder should describe the proposed system support model. Include details such as:

- Support availability
- Location of support
- Staffed help desk hours
- Online help
- Release frequency
- Upgrade approach

Lot 2 (Legal Aid Commission)

Requirements and System Specifications

Scope

The scope of the business requirements ensures that CMS solution has the capacity and scalability to accommodate the operations for LAC and offer a streamlined approach across Fiji.

Primary Objectives

The following key objectives are required of the total CMS solution:

- a contemporary, flexible and highly user configurable CMS to promote functionality flexibility and support business changes;
- automated and streamlined workflows resulting in improved business process efficiency;
- an intelligent online forms capability that is intuitive, interactive and dynamic offering secure and easy access to internal and external stakeholders.
- reporting functionality to support current and future management reporting and decision making;
- modern technology with strong maintenance and support to ensure system scalability and stability that can operate across various portable devices;
- a platform that enables seamless integration and interfacing with existing and legacy stakeholder systems;
- a go-live target date of 1 October 2018 is highly desirable.

Structure of this document

The structure of this document has been designed to explain to Respondents the core business requirements and system specifications.

Business requirements have been split into functional and non-functional requirements. The functional requirements provide a contextual understanding of the critical capabilities required for LAC. The non-functional requirements are designed to facilitate a vendor's ability to demonstrate how they will deliver operational features such as exceptional customer experience, efficient 3rd party interfaces, business and service continuity, adequate security and availability and the management of change delivery.

User Groups

Users of the system include LAC lawyers, Client Information Officers, admin and finance officers.

Access Channels

The software shall be web based, but the application should also operate in offline mode.

Security Features

Security and data privacy are of utmost importance. These are the mandatory requirements:

- The application shall use secure network protocols and it shall not be switched to insecure ones.
- The application shall use appropriate certificates.
- The application shall require a user to be authenticated before they are allowed to access their data. There is a maximum number of login attempts before they are locked out.
- In terms of Data Security, the bidder should ensure confidentiality, access controllability and Integrity of the data.
- Key and sensitive data must be encrypted in the Database using advanced encryption algorithms.
- Compliances and regulations to mandate particular controls (such as strong access controls and audit trails) and require regular reporting by the bidder.
- In addition to producing logs and audit trails, bidders to ensure that these logs and audit trails are properly secured, maintained for as long as the customer requires, and are accessible for the purposes of forensic investigation.

Databases:

All system data shall be stored on cloud. UNDP will be paying for the hosting services and license of 70 users for a period of 12 months. The bidder should mention the location of the cloud server and back-up servers. All the system users shall access/ modify/ delete the data through appropriate modules based on their access rights.

Note: The data provided and generated by the system is owned by UNDP and LAC. The bidder cannot use the data for any purpose during or beyond the contract period.

Priorities

The operational goals and business requirements in this document have been classified as either:

Mandatory	Refers to a requirement that must be met in full without compromise
Highly desirable	Refers to a requirement that should be met in full. However, partial compliance is an option that may be acceptable.
Desirable	Refers to a requirement that may be sacrificed if compliance with other requirements provides a net benefit to LAC.

Table 2 Architectural Goals

Goal #	Description	Priority
G01	The system must be a case management system that can be customized and configured to manage the needs of LAC.	Mandatory
G02	The CMS must be a single integrated system including: data capture of the CMS, user management, workflow management, reporting, data analytics and system administration.	Mandatory
G03	Provision of a system architecture that is scalable and adaptable to meet future operational needs e.g. to extend the operations to additional offices for LAC.	Mandatory
G04	Provision for multiple concurrent active sessions for users and cater for future growth.	Mandatory
G05	Provision of a system which is accessible across multiple physical locations.	Mandatory
G06	Provision of a system that supports system to system interfaces which are efficient, robust and adaptable.	Mandatory
G07	Provision of interfaces with online smart forms which auto-populate case information.	Mandatory
G08	Provision of a system which includes multiple environments (i.e. for testing, training; development, production).	Mandatory
G09	Provision of a security model that supports controlled access to specific features of the system.	Mandatory
G10	The CMS can be hosted on the cloud or On-premises and costs associated to these options.	Highly Desirable

Table 3: Implementation Goals

Goal #	Description	Priority
G11	Provide a system which is highly user configurable to promote functionality, flexibility and support business changes rapidly.	Mandatory
G12	Provide a CMS system that is highly available.	Highly Desirable
G13	Training courses must be self-intuitive and concise. They must accommodate a range of technical knowledge and skills. Online training/help courses should be made available where appropriate.	Mandatory
G14	Provide training to selected LAC Stakeholders on the use listing technologies, notification, alerts, website publishing, security policies.	Mandatory

Goal #	Description	Priority
G15	Provision of detailed system documentation for the implementation, including interfaces.	Mandatory

Table 4: Support & Maintenance Goals

G16	Provision of appropriately skilled resources to provide implementation services including system configuration, integration with external systems, and ongoing application support.	Mandatory
G17	Provision of accessible and ongoing service maintenance, which can facilitate self-servicing and/or helpdesk support.	Mandatory
G18	Provision and installation guidance for system updates through the life of the contract.	Mandatory
G19	Provision of online user guides and a help suite that can be updated by Fiji LAC users.	Mandatory
G20	Provision of data integrity assessment functionality e.g. generate reports on complete/incomplete mandatory fields, duplicate data entries etc.	Mandatory
G21	Provide ongoing support and maintenance program for all business configurable components of the system.	Mandatory

Business Requirements

Overview

Business requirements can be sub-divided into overall business requirements (BR), functional requirements (FR) and non-functional requirements (NFR). The business requirements and functional requirements documented focus on ‘what’ are the user needs to operate an effective case management system at the LAC. The non-functional requirements documented focus on ‘how’ the CMS solution will deliver the functional requirements.

Each requirement has been classified as either mandatory, highly desirable or desirable.

Failure to deliver ‘mandatory’ requirements may result in a potential impact to business risks, costs, complexity and the total work effort involved.

Overall Business Requirements

Unique #	Business Requirements	Criticality
BR_1.01	The system must be scalable and function without negative performance.	Highly Desirable
BR_1.02	The system should maintain a full audit history of all actions.	Mandatory
BR_1.03	The system must log all user activity and allow only users with sufficient privileges to view log files.	Mandatory
BR_1.04	The system must allow for the establishment of user profiles to control the levels of access that users can have to the system	Mandatory
BR_1.05	The system must have automated workflows, including: approvals, system generated alerts/notifications, task management and scheduling.	Mandatory
BR_1.06	The system should not require additional tools/skills to be able to undertake system administration functions (configuration changes, etc.).	Desirable
BR_1.07	The system must provide a user-friendly report generation tool that does not require users to have technical or programming skills.	Mandatory

Unique #	Business Requirements	Criticality
BR_1.08	The system must offer secure real-time access to a web based online portal for external clients and stakeholders using all modern, contemporary browsers.	Mandatory
BR_1.09	The system should facilitate all online applications. All application data must be validated, de-duplicated and auto-populate CMS cases.	Mandatory
BR_1.10	The CMS solution is to be mobile device compatible across multiple models and operating systems.	Mandatory
BR_1.11	The system must offer the ability to search, retrieve and report on all structured data records.	Mandatory
BR_1.12	The system must allow for user defined pop up warning messages.	Mandatory

Functional Requirements

Functional requirements have been documented into the following six operational capability categories, to communicate a clear understanding of the breadth of functionality sought. These Capabilities are achieved through a collection of people, process and technology components.

Capabilities	Description
Case Management System (CMS)	This capability included electronic forms that contains structured fields to capture the meta-data of the applicant's details, type of matter, matter information etc. The electronic form provides the LAC users with the functionality to attach/upload any supporting documents for the application and during the matter management. This capability includes receipting, appointment scheduling, calendar, document management, workflow and matter lawyer assignment.
eNotification (NOT)	This capability is to automatically notify the lawyers/parties and the LAC officers related to a matter in the form of reminders via an SMS or email. Notification would be sent out based on timeline has been breached. Notifications and templates can be configured based on requirements.
Reporting Management (RM)	This capability is to analyse, monitor and report on the performance of the LAC using a variety of tools such as data analytics, dashboards and operational report generation. There must be an export options of the report minimal in PDF, excel, word, RFT and PPT formats.
Data Migration (MIG)	To performing a Client search or conflict of interest check, the existing database must be clean. Therefore, there should be a process in place to clean the data to maintain unique client's information. After the data is cleaned, there should be a process to migrate the cleaned unique client data information.
Integration with Finance Software and other agencies (INT)	System shall also allow the possibility integration it to the existing financial system. The Fees schedule and information for every closed matter can be sent to the financial system and the disbursements can be generated to make payment to the private lawyers. There is also a need to integrate with social welfare, counselling services, Courts, mediation, woman crisis centre and homes of hope.

Case Management System (CMS)

This capability included electronic forms that contains structured fields to capture the meta-data of the applicant's details, type of matter, matter information etc. The electronic form provides the LAC users with the functionality to attach/upload any supporting documents for the application and during the matter management. This capability includes receipting, appointment scheduling, calendar, document management, workflow and matter lawyer assignment.

Unique #	Functional Requirements	Criticality
CMS_FR_1.01	The Means assessment determines your financial eligibility for legal aid by looking at an applicant's disposable income and disposable capital. The system should have an option to upload the relevant information and documents during the application process. The Means assessment module should have a Means calculator for LAC users as a guideline based on parameters to determine if the parties are likely to qualify for legal Aid. There should be a feature to update the outcome and brief remarks for the applications for Legal Aid requests.	Mandatory
CMS_FR_1.02	Merits Case assessment is usually done only for contested civil matters. The existing Acts, laws and rules are applied to the case and have a good reason to bring or defend your case under the law.	Mandatory
	System must provide for the user registration process, where users/administrators will be guided by the system to complete the process in an intuitive and easy to follow manner. Upon submission of the Application form and other supporting documents, the form will be processed by the relevant parties and notify the user to create an id and password for the usage of the system.	Mandatory
CMS_FR_1.03	Conflict of Interest Matters: Where a matter may present itself as a conflict of interest, the case file of the client will be briefed-out to a private legal practitioner under the Commission's Brief-Out Scheme. The Commission has an approved panel of private legal practitioners who undertake conflict matters on behalf of the Commission. Conflict of Interest matters are usually done for family and criminal matters. The system should check for conflicts based on the client profile, and the existing client details to flag out and display the listing whenever conflicts have been found.	Mandatory
CMS_FR_1.04	The module shall allow users to retrieve, amend, print, submit versions of forms that were previously saved.	Mandatory
CMS_FR_1.05	Fees can be calculated, and the amount charged for all filings that attract document fees. This also applies for hearing fees and other such stipulated fees. The Fee module shall auto-compute and display the filing fees and stamp fees for the users' confirmation and acknowledgement upon submission.	Mandatory
CMS_FR_1.06	Appropriate security measures must be in place to prevent inadvertent or deliberate access to stored drafts by unauthorised users.	Mandatory
CMS_FR_1.07	The eFiling module shall clearly illustrate with step-by-step "wizards", the entire submission process. System to display appropriate warning/error messages and guidance during the process of eFiling.	Mandatory
CMS_FR_1.08	The eFiling module shall automatically generate an acknowledgement upon successful submission.	Mandatory
CMS_FR_1.09	The eFiling module shall store all submitted forms, with their file attachments.	Mandatory
CMS_FR_1.10	The calendaring module shall allow lawyers and LAC users to view the list of hearing/appointments with a day/week and month view.	Mandatory
CMS_FR_1.11	Lawyer and litigants shall be able to query, retrieve and download the "Fees" report which shows billing information	Mandatory
CMS_FR_1.12	The Search module shall allow searches based on any structured data within the matter file or filed documents, including client names, case information, filing date and documents filed.	Mandatory
CMS_FR_1.13	The CMS solution must support workflow management to ensure prescribed timeframes are met and different application types are processed appropriately e.g. automatic generation of correspondence; triggers to schedule hearings etc.	Mandatory
CMS_FR_1.14	The system must be able to create and maintain appointments in multiple	Mandatory

Unique #	Functional Requirements	Criticality
	calendars.	
CMS_FR_1.15	The CMS and actions must be fully auditable.	Mandatory

Notification (NOT)

The main goal is Introduction of electronic communications to save time and provide updates to Lawyers/Clients/LAC staff on the happenings of each matter. Also, notifications can be auto triggered for the escalations in the event when the matters are not met with the timelines. This contributes to the timely tracking and monitoring of the cases and enables in clearing the matters in a faster manner.

Unique #	Functional Requirements	Criticality
NOT_FR_1.01	<p>Simple notifications and alerts can be sent as plain text messages via e-mail or SMS, for certain milestones in a case or where appropriate. The text of the notification messages must be easily configurable, by the LAC users, and can be plain text or in rich-text/html format. Some of the sub modules for this feature would include:</p> <p>Notification templates</p> <p>The system can be configured to define notification templates for different lifecycle of the fixing of appointment/hearing, attendance for the hearing and other defined milestones.</p> <p>Notification preferences</p> <p>The System can be configured to define notification preferences such as email, SMS or system health monitoring tasks for the IT staff to ensure high level system availability.</p>	Mandatory

Reporting Management (RM)

The Organisational Performance Management capability provides support to assess, allow LAC to generate the reports and statistics that are assembled on a regular basis, or on an ad hoc, on-demand basis. These reports deal with a wide range of statistics relevant to performance and efficiency in matter conclusion. Present overview dashboards view as to the performance of LAC.

The following functional requirements seek to facilitate reports on: strategic goal alignment; application queries; metrics related queries; and results related queries.

Unique #	Functional Requirements	Criticality
RM_FR_1.01	Data analytics differs from management reporting as it provides data and relies on human analysis to infer intelligence from the data. A data analytical administration module should exist to support the development of ad-hoc reports as requested by LAC management.	Mandatory
RM_FR_1.02	<p>Dashboard functionality which permit high level data displays using role-based. This includes user-based notifications and alerts.</p> <p>To include operational risk dashboards (case initiation/application dashboards) and staff performance dashboards. All dashboards are to track activities against KPIs</p> <p>All dashboards to be customisable of the ability for additions and removals reporting dashboard based on a user type (e.g. Client Information Officer, LAC staff, and pending tasks.</p>	Mandatory

Unique #	Functional Requirements	Criticality
	Dashboards to be mobile device compatible.	
RM_FR_1.03	Operational and management reports to have Predefined reports will focus on specific activities and processes to support managerial decision making using detailed information. All reports to be exportable e.g. csv; xls; rtf; PDF; .doc etc. Operational and management reports to be run in batches as required. Example Reports: <ul style="list-style-type: none"> List of matters filed based on Region/ LAC offices/Matter/case types List of matters disposed based on Region/ LAC offices/Matter/case types Clearance rate of matters based on Region/ LAC offices/Matter/case types Type of files pending for private lawyers Total payment of Fees per case Summary of the info for the matter 	Mandatory
RM_FR_1.04	Option to run reports on predefined compliance measurements and generate official reports which can be published externally.	Mandatory

Data Migration (MIG)

The existing system contain Client information but is not accurate and there are certain duplicates. Thus, there is a need to clean the data before the data migration can be done into the new system.

The following functional requirements seek to facilitate modes and payment and the involvement of the stakeholders.

Unique #	Functional Requirements	Criticality
MIG_FR_1.01	To performing a Client search or conflict of interest check, the existing database must be clean. Therefore, there should be a process in place to clean the data to maintain unique client's information. After the data is cleaned, there should be a process to migrate the cleaned unique client data information.	Mandatory
EPAY_FR_1.07	The System should generate regular or ad hoc, on-demand fee reports that effectively meet the financial reporting, revenue accounting, internal and external auditing and payment processing requirements of the LAC. The reports are either generated online by users or in a batch mode by the system. The financial reports are generated automatically based on information stored in the system, meaning there is no manual data computation necessary for data stored in the system.	Mandatory

Integration with Finance Software and other agencies (INT)

System shall also allow the possibility integration it to the existing financial system. The Fees schedule and information for every closed matter can be sent to the financial system and the disbursements can be generated to make payment to the private lawyers. There is also a need to integrate with other agencies:

Unique #	Functional Requirements	Criticality
INT_FR_1.01	Allow the possibility of fees tracked and integrate it to the financial system, e.g. JIVA to get the information from the system.	Highly Desirable
INT_FR_1.02	System shall also allow the possibility integration it to the existing financial system. The Fees schedule and information for every closed matter can be sent to the financial system and the disbursements can be generated to make payment to the private lawyers.	Highly Desirable

Unique #	Functional Requirements	Criticality
INT_FR_1.03	Data exchange with social welfare, counselling services, Courts, mediation, woman crisis centre and homes of hope.	Highly Desirable

Non-Functional Requirements

The non-functional requirements focus on execution qualities (such as security and usability) and evolution qualities (such as maintainability and scalability) of a CMS solution.

Customer Experience / Usability

Unique #	Non-functional Requirements	Criticality
NFR_1.01	Respondents should provide average response times from a site of similar size to the LAC users.	Highly Desirable
NFR_1.02	The system should support the look and feel of Fiji LAC branding and communications.	Mandatory
NFR_1.03	Demonstrate how your system would support error messages that are meaningful and appropriate to users.	Desirable
NFR_1.04	Demonstrate your systems user-friendly search functions which enables user to filter searches.	Mandatory
NFR_1.05	Demonstrate how users would access a user interface help function, field level help, any procedures or work instructions applicable to that user.	Mandatory
NFR_1.06	Demonstrate your systems onscreen validation of data with identification of errors recorded and reported.	Mandatory
NFR_1.07	The system must be able to interface with common tools such as Microsoft Office.	Mandatory
NFR_1.08	The system must allow users to retrieve cases or records directly through the use of single unique identifiers.	Mandatory
NFR_1.09	Demonstrate how users can easily perform conflict of interest checks prior to allocating to a matter.	Desirable

Change Delivery Management

Unique #	Non-functional Requirements	Criticality
NFR_1.10	The system must provide a support environment for non-technical business users	Mandatory
NFR_1.11	Demonstrate your system and service support change management protocols.	Desirable

Interfaces and Interoperability

Unique #	Non-functional Requirements	Criticality
NFR_1.12	Demonstrate how the set of interfaces to the organisation will be secured.	Highly Desirable
NFR_1.13	The system must operate across all existing web browsers.	Highly Desirable
NFR_1.14	The system must support multiple operating systems (including backward and forward version compatibility).	Mandatory
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Capacity and Scalability

Unique #	Non-functional Requirements	Criticality
NFR_1.16	Demonstrate the systems scalability options that will have a zero effect on performance or availability and how it handles peak loads	Mandatory
NFR_1.17	Provide details on the systems deployment configuration options that are available.	Highly Desirable

System Maintenance

Unique #	Non-functional Requirements	Criticality
NFR_1.18	Demonstrate your post implementation support strategy for this system.	Mandatory
NFR_1.19	Provide details of your remote access requirements for providing support and distributing updates.	Mandatory
NFR_1.20	Provide details of the systems routine maintenance activities that require scheduled application ‘down-time’ (hotfixes, interfaces, patches, updates) their frequency and communication of these outages.	Mandatory
NFR_1.21	Provide details of your software release methodology, including frequency.	Highly Desirable
NFR_1.22	Provide details of expected customer involvement to implement and test a new version of the application.	Highly Desirable
NFR_1.23	Provide details of your retention periods for prior versions of the application software and how long it is supported after a new version has been released.	Highly Desirable
NFR_1.24	Provide details of the skill sets required by the customer to perform and test application updates.	Highly Desirable
NFR_1.25	The system must be supported by onshore support services.	Mandatory

Security

Unique #	Non-functional Requirements	Criticality
NFR_1.26	Demonstrate how users are authenticated to the application? Single sign on is mandatory (the system must have the capability to link user profiles to network environments). This applies to external and internal user registration process.	Mandatory
NFR_1.27	The system must lock user accounts after a specified number of failed logon attempts.	Mandatory
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Business and Service Continuity / Recovery

Unique #	Non-functional Requirements	Criticality
NFR_1.29	Provide details on the systems disaster recovery plans or guidelines.	Mandatory
NFR_1.30	Provide details on the systems maintenance or upgrade procedures and its ability to not negatively impact performance post implementation or upgrade.	Mandatory
NFR_1.31	Demonstrate your product’s strategic direction and your product roadmap over the next 5 years.	Desirable

Timeframes

The overall contract duration will be 12 months with an anticipated contract signature date of October 2018. The Respondent should provide a detailed workplan including Gantt Chart, indicating the proposed schedule, including commencement date, milestones and completion date.

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The purpose of system testing is to demonstrate that the Respondent’s system, including specific configurations and any data conversions, meets the Principal’s requirements.

It is expected that the successful Respondent will complete the following testing as a minimum:

- Unit Testing – testing of individual components of the solution functionality
- Integration Testing – testing the interfaces and interaction between components of the solution
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- Performance Testing – demonstrating transaction performance prior to data migration

System configuration

The Respondent will be required to fully configure the proposed system in accordance with the Requirements & Specifications. The successful Respondent will also be required to undertake a business research study to determine any other configuration requirements and document these requirements in a Detailed Design and Configuration Document.

The customization of the CMS according to clients' needs will be done at the bidder's venue and made available for testing online.

Data migration

The Respondent will be required to work with LAC to migrate legacy data from the existing system to the proposed system and support in digitizing the existing case files. The Respondent should describe the approach to data migration, as a minimum include:

- tools to be used (if required); and
- the approach to data conversion and reconciliation.

There is a basic CMS that has been implemented for some LAC offices in Fiji.

Training

The preferred approach to training is for the Respondent to deliver intensive 'train-the-trainer' type training to the key users in LAC. It is anticipated that the key users will be responsible for the ongoing training to other stakeholders.

It is anticipated that the Respondent will provide training in, but not limited to, the following:

- General use of system functionality
- System administration
- Report development

It is anticipated all training provided by the Respondent will be delivered face-to-face with supporting training material. The Training material such as user manuals, system administration guide, training videos must be available online.

System support

UNDP expects that there will be an agreed support and maintenance arrangement in place with performance metrics to cover all aspects of release and management of new versions. The bidder should describe the proposed system support model. Include details such as:

- Support availability
- Location of support
- Staffed help desk hours
- Online help
- Release frequency
- Upgrade approach

Relevant information

Information	Link
Fiji Judicial Department	http://www.judiciary.gov.fj/
Land Transport Authority	https://lta.com.fj/
Legal Aid Commission	http://www.ag.gov.fj/default.aspx?page=legalAid
Fiji Police	http://www.police.gov.fj/
Fiji Immigration	http://www.immigration.gov.fj/

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:

Name of partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner:

Name of partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years

☐ Contract(s) not performed for the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 Contextual awareness, i.e., configuring a system to local context such as the look and feel, the usability and color scheme should fall close to Fiji Judiciary.
- 1.3 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.4 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.5 Quality assurance procedures and risk mitigation measures.
- 1.6 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
- 2.2 Details how the different service elements shall be organized, controlled and delivered.
- 2.3 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 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 and how everyone will function as a team.
- 2.5 Solution and System Architecture comprising service elements and components.
- 2.6 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.7 Implementation plan including a Gantt Chart/Project Schedule/Project Management Plan indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.8 Details on how the Bidder will plan, integrate and effectively implement sustainability measures in the execution of the contract.
- 2.9 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel (minimum: Project Manager Solutions Architect and Business Analyst as described in the terms of reference) that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none">▪ Name of institution: [Insert]▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: USD

Table 1: Summary of Overall Prices (For both Lot 1 & 2)

	Amount(s)
Professional Fees	
Other Costs	
Cost for next 3 years following the pilot phase	
Total Amount of Financial Proposal	

Table 2: Breakdown of Cost (Lot 1)

Item #	Description	UOM	Quantity	Unit Price	Total Price
LOT 1	Personnel Cost as follows:				
	- Project Manager	ea			
	- Solutions Architect	ea			
	- Business Analyst	ea			
	- etc				
	Other Costs as follows:				
	- Travel costs	ea			
	- Living allowance	ea			
	- Cloud Hosting Services	ea	12		
	- User License (50 users)	ea	50		
	- Warranty / Technical Support Requirements	months	12		
	Cost for next 3 years following the pilot phase for continuation of service by Fiji Judiciary for Lot 1 (provide breakdown by years)				
	Total Cost-Lot 1				

Table 3: Breakdown of Cost (Lot 2)

Item #	Description	UOM	Quantity	Unit Price	Total Price
LOT 2	Personnel Cost as follows:				
	- Project Manager	ea			
	- Solutions Architect	ea			
	- Business Analyst	ea			
	- etc				
	Other Costs as follows:				
	- Travel costs	ea			
	- Living allowance	ea			
	- Cloud Hosting Services	ea	12		
	- User License (70 users)	ea	70		
	- Warranty / Technical Support Requirements	months	12		
	Cost for next 3 years following the pilot phase for continuation of service by LAC for Lot 2 (provide breakdown by years)				
	Total Cost-Lot 2				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
Lot 1				
Preliminary testing and sign-off – 30%				
Final implementation and acceptance – 40%				
Training – 30%				
Lot 2				
Preliminary testing and sign-off – 30%				
Final implementation and acceptance – 40%				
Training – 30%				

Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]