United Nations Development Programme



# **REQUEST FOR PROPOSAL**

Hiring a firm for Development of "MyCourt - Virtual Court Room System"

RFP No.: **RFP-BD-2020-027**Project: Aspire to Innovate (a2i)

Country: Bangladesh

Issued on: 7 September 2020

#### 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
- Form D: Qualification Form
- 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 <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a>, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. 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.

Issued by:

Name: Shamsun Nahar Airin

Title: Procurement Associate

Date: September 7, 2020

Approved by:

Name: Van Nguyen

Title: Deputy Resident Representative

Date: September 7, 2020

#### SECTION 2. INSTRUCTION TO BIDDERS

# A. GENERAL PROVISIONS

#### 1. Introduction

- 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
- 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.
- 1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<u>www.ungm.org</u>). 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.

#### 2. Fraud & Corruption, Gifts and Hospitality

- 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office\_of\_audit\_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office\_of\_audit\_andinvestigation.html#anti</a>
- 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.
- 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.
- 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

#### 3. Eligibility

- 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.
- 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.

#### 4. Conflict of Interests

- 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:
  - 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.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.
- 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:
  - 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.

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

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.

#### **B. PREPARATION OF PROPOSALS**

# 5. General Considerations

- 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.
- 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

# 6. Cost of Preparation of Proposal

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.

7. Language	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.
8. Documents Comprising the Proposal	<ul> <li>8.1 The Proposal shall comprise of the following documents:</li> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	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.
10. Technical Proposal Format and Content	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.
	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.
	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
	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.
11. Financial Proposals	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.
	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.
	11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	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.
	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.
	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.
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall

	• • •	of the Bid Security in their proposal and the original of the cy must be sent via courier or hand delivery as per the DS.
		curity may be forfeited by UNDP, and the Proposal rejected, ny one or combination, of the following conditions:
	Validity spectors b) In the event i. to sign 6 to furnish the P UNDP may requi	er withdraws its offer during the period of the Proposal cified in the BDS, or; that the successful Bidder fails: the Contract after UNDP has issued an award; or erformance Security, insurances, or other documents that are as a condition precedent to the effectivity of the contract rded to the Bidder.
13. Currencies	-	e quoted in the currency or currencies indicated in the BDS. s are quoted in different currencies, for the purposes of II Proposals:
	preferred cu	onvert the currency quoted in the Proposal into the UNDP arrency, in accordance with the prevailing UN operational ange on the last day of submission of Proposals; and
	currency difference the	that UNDP selects a proposal for award that is quoted in a ferent from the preferred currency in the BDS, UNDP shall right to award the contract in the currency of UNDP's using the conversion method specified above.
14. Joint Venture, Consortium or Association	Venture (JV), Cor in their Proposa entity, duly vest Consortium or A by a duly notari with the Proposa be entered into,	group of legal entities that will form or have formed a Joint Insortium or Association for the Proposal, they shall confirm I that: (i) they have designated one party to act as a lead ed with authority to legally bind the members of the JV, association jointly and severally, which shall be evidenced zed Agreement among the legal entities, and submitted al; and (ii) if they are awarded the contract, the contract shall by and between UNDP and the designated lead entity, who or and on behalf of all the member entities comprising the
		ne for Submission of Proposal, the lead entity identified to Consortium or Association shall not be altered without the sent of UNDP.
		y and the member entities of the JV, Consortium or I abide by the provisions of Clause 9 herein in respect of one proposal.
	must clearly defi in delivering the Consortium or <i>i</i>	of the organization of the JV, Consortium or Association ne the expected role of each of the entity in the joint venture requirements of the RFP, both in the Proposal and the JV, Association Agreement. All entities that comprise the JV, ssociation shall be subject to the eligibility and qualification INDP.
		or Association in presenting its track record and experience fferentiate between:

	<ul> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> </ul>
	b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	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.
	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.
15. Only One Proposal	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.
	<ul> <li>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>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;</li> <li>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</li> <li>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.</li> </ul>
16. Proposal Validity Period	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.
	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.
17. Extension of Proposal Validity Period	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.
	17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

	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.
18. Clarification of Proposal	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.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	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.
19. Amendment of Proposals	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.
	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.
20. Alternative Proposals	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.
	20.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	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.
C. SUBMISSION AN	D OPE	NING OF PROPOSALS

# 22. Submission 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. 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. 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. **Hard copy (manual)** 22.4 Hard copy (manual) submission by courier or hand delivery allowed or submission specified in the BDS shall be governed as follows: 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: i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS. If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the **Email Submission** misplacement, loss, or premature opening of the Proposal. 22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows: a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; 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. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from eTendering submission bidders whose Technical Proposal has been found to be technically

		responsive. Failure to provide correct password may result in the proposal being rejected.
	22.6	Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:
		a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
		b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
		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.
		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.
		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-notices/resources/
23. Deadline for Submission of Proposals and Late	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
Proposals	23.2	UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.
24. Withdrawal, Substitution, and	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.
Modification of Proposals	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" "SUBSTITUTION," or "MODIFICATION"
	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.
	24.4 Proposals requested to be withdrawn shall be returned unope Bidders (only for manual submissions), except if the bid is withdrawn.	

	the bid has been opened	
25. Proposal Opening	1 There is no public bid opening for RFPs. UNDP shall ope the presence of an ad-hoc committee formed by UNDP, co two (2) members. In the case of e-Tendering submission, be an automatic notification once their proposal is opened.	nsisting of at least
D. EVALUATION OF	OPOSALS	
26. Confidentiality	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.	
	2 Any effort by a Bidder or anyone on behalf of the Bidder t in the examination, evaluation and comparison of the Pro award decisions may, at UNDP's decision, result in th Proposal and may be subject to the application of prevailing sanctions procedures.	posals or contract e rejection of its
27. Evaluation of Proposals	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.	
	<ul> <li>Evaluation of proposals is made of the following steps:</li> <li>a) Preliminary Examination</li> <li>b) Minimum Eligibility and Qualification (if pre-qualificat</li> <li>c) Evaluation of Technical Proposals</li> <li>d) Evaluation of Financial Proposals</li> </ul>	ion is not done)
28. Preliminary Examination	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.	
29. Evaluation of Eligibility and Qualification	1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).	
	<ul> <li>(Evaluation Criteria).</li> <li>In general terms, vendors that meet the following criteria may be consider qualified: <ul> <li>a) They are not included in the UN Security Council 1267/19 Committee's list of terrorists and terrorist financiers, and in UND ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commerce commitments,</li> <li>c) They have the necessary similar experience, technical expertition production capacity where applicable, quality certifications, qual assurance procedures and other resources applicable to the provisition of the services required;</li> <li>d) They are able to comply fully with UNDP General Terms and Condition of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decision.</li> </ul> </li> </ul>	

	against the Bidder; and
	f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	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 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.
	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.
	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.
	30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:
	Rating the Technical Proposal (TP):
	<b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100
	Rating the Financial Proposal (FP):
	<b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100
	Total Combined Score:
	<b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x
	(Weight of FP, e.g., 30%)
31. Due Diligence	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:
	<ul> <li>Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> </ul>

		<ul> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. Clarification of Proposals	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.
	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.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
33. Responsiveness of Proposal	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.
	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.
34. Nonconformities, Reparable Errors and Omissions	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.
	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.
	34.3	For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:
		a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;

		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.
E. AWARD OF CON	TRACT	
35. Right to Accept, Reject, Any or All Proposals	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.
36. Award Criteria	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.
37. Debriefing	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.
38. Right to Vary Requirements at the Time of Award	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.
39. Contract Signature	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 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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
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

	rendering the contract effective.	
42. Bank Guarantee for Advanced Payment	2.1 Except when the interests of UNDP so require, it is UNDP's preference make no advance payment(s) (i.e., payments without having received outputs). If an advance payment is allowed as per BDS, and exceeds 20° the total contract price, or USD 30,000, whichever is less, the Bidder's submit a Bank Guarantee in the full amount of the advance payment in form available <a doc.asp?symbol='ST/SGB/2006/1eferer"' en="" ga="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDIOPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Pment%20and%20Taxes Advanced%20Payment%20Guarantee%20Formx&amp;action=default&lt;/a&gt;&lt;/td&gt;&lt;td&gt;any&lt;br&gt;% of&lt;br&gt;shall&lt;br&gt;the&lt;br&gt;at&lt;br&gt;P P&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;43. Liquidated Damages&lt;/td&gt;&lt;td&gt;1.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.&lt;/td&gt;&lt;td&gt;n&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;44. Payment Provisions&lt;/td&gt;&lt;td&gt;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.&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;45. Vendor Protest&lt;/td&gt;&lt;td&gt;those persons or firms not awarded a contract through a compet procurement process. In the event that a Bidder believes that it was treated fairly, the following link provides further details regarding Ul vendor protest procedulately/www.undp.org/content/undp/en/home/operations/procurement siness/protest-and-sanctions.html&lt;/td&gt;&lt;td&gt;not&lt;br&gt;NDP&lt;br&gt;ures:&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;46. Other Provisions&lt;/td&gt;&lt;td&gt;5.1 In the event that the Bidder offers a lower price to the host Government General Services Administration (GSA) of the federal government of United States of America) for similar services, UNDP shall be entitled to s lower price. The UNDP General Terms and Conditions shall have precede&lt;/td&gt;&lt;td&gt;the&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;in contracts with the United Nations and/or its Agencies. The UNDP Ger Terms and Conditions shall have precedence.&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;The United Nations has established restrictions on employment of (for UN staff who have been involved in the procurement process as per bul ST/SGB/2006/15  &lt;a href=" http:="" search="" view="" www.un.org="">http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/1eferer</a>	letin

# 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 be considered.
4	21	Pre-proposal conference	Will be Conducted  Time: 11.00 AM (BD local Time);  Date: 14 Septemer 2020  Venue: Online - Kindly join the meeting using following link:  https://undp.zoom.us/j/95264905766?from=msft;  Join Zoom Meeting  The UNDP focal point for the arrangement is:  RFP-BD-2020-027  Address: IDB Bhaban (19th floor), E/8-A Begum Rokeya Sharani, Sher-e Bangla Nagar, Dhaka-1207, Bangladesh Telephone: 55667788; Ext-1916 E-mail: bd.procurement@undp.org
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5% Max. number of days of delay 15, after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar

			Local currency BDT
11	31	Deadline for submitting requests for clarifications/ questions	September 14, 2020
12	31	Contact Details for submitting clarifications/questions	Address: UNDP Bangladesh, IDB Bhaban, Dhaka E-mail address dedicated for this purpose: bd.procurement@undp.org Attn. Queries- RFP-BD-2020-027
			This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
			Any delay in UNDP's response shall be <u>not</u> used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers
13	18, 19 and 21	Manner of Disseminating Supplemental Information	Posted directly to eTendering
	21	to the RFP and responses/clarifications to queries	☑ Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system. Also will be posted on UNDP Bangladesh website: <a href="http://www.bd.undp.org/content/bangladesh/en/home/operations/procurement.html">http://www.bd.undp.org/content/bangladesh/en/home/operations/procurement.html</a>
14	23	Deadline for Submission	Date: September 21, 2020 12:00 AM Bangladesh Time Zone Time: 4.30pm (Local Time) Date and Time: As specified in the system (note that time zone indicated in the system is Eastern Daylight time zone). PLEASE NOTE: -
			Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.
			<ul> <li>Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</li> </ul>
14	22	Allowable Manner of Submitting Proposals	e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org  BU: BGD10; Event ID: RFP-20-027
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> <li>Max. File Size per transmission: not exceeding 45 MB</li> </ul>

17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively
18		Expected date for commencement of Contract	October 2020
19		Maximum expected duration of contract	6 Months
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23		Other Information Related to the RFP	The Financial Proposal and the Technical Proposal files <u>MUST BE</u> <u>COMPLETELY SEPARATE</u> and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. <u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password.</u>

#### 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 (if applicable)
- Minimum documents provided:
  - Minimum 5 years of experience in the relevant field of Software design and development;
  - Track Record:
    - must submit minimum 3 similar volume and complexity of works completion certificate;
    - Must have at least 2 projects in the field eGovernance solution development.
  - o The Firm must submit last two years (2018, 2019) financial audit report.
  - The Applicant must submit the following documents:
    - Certificate of Incorporation, up to date valid Trade License, TIN, Tax Clearance Certificate and VAT Registration Certificate;
    - Company brochure/profile covering company expertise, strength and experience.
- Technical and Financial Proposals submitted separately
- Bid Validity
- CVs of required key personnel (refer to Terms of Reference)

#### **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 RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP 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 Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

<sup>&</sup>lt;sup>1</sup> 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.

Previous Experience	Minimum 5 years of experience in the relevant field of Software design and development	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 200,000.00 for the last 2 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form

# **Technical Evaluation Criteria**

Summa	Summary of Technical Proposal Evaluation Forms			
1.	Overall experience and Expertise of the organization/Firm			
2.	Expertise of Key personnel	25		
3.	Methodology proposed in the technical proposal			
	Total	70		

Criteria	Weight	Max. Points
Technical		
1. Overall experience and Expertise of the organization/Firm		15
1.1: Experience of design, development and implementation experience of large scale enterprise software solution for Government of Bangladesh/ any other Corporate Sector related to Public Service Delivery and Management, Document management or File Management or Workflow Management.		5
1.2 Experiences on the system handling user more than 10,000+ Users, 10 TB+ Database and 1TB+ Content related to citizen/public service management at Government/Corporate sector		5
1.3: Organization Profile, administrative and financial management structure and strength		5
2. Expertise of Key personnel		25
2.1: Relevant experience of Project Manager and System Architect		3
2.2: Relevant experience of System Analyst	70	2
2.3: Relevant experience of Senior Developer		2
2.4: Relevant experience of Developer-Front End		3
2.5: Relevant experience of Developer-Back End		3
2.6: Relevant experience of System Integrator		1
2.7: Relevant experience of Infrastructure Expert		4
2.8: Relevant experience of Quality Assurance Expert		1
2.9 Relevant experience of Support Engineer		2
2.10 Relevant experience of Technical Writer		1
2.11 Relevant experience of Security Tester		2
2.12 Relevant experience of Load Tester Tester		1
3. Methodology proposed in the technical proposal		30

3.1: Demonstration of the understanding of the assignment & proposed	12
solution design for the technical development	
3.2: Technical approach and methodology of the development and	6
maintenance support work	
3.3:Proposed staffing and work plan with detailed staff engagement	1
	4
schedule	
3.4:Change request/quality control (SDLC) mechanism	4
3.5: Risk Management & Overall flexibility	4

#### SECTION 5. TERMS OF REFERENCE

#### A. Project Title: Aspire to Innovate (a2i)

#### **B.** Project Description

Aspire to Innovate (a2i), a whole-of-government programme of ICT Division, supported by Cabinet Divison and UNDP, that catalyzes citizen-friendly public service innovations, simplyfing government and bringing it closer to people. It supports the government to be on the forefront of integrating new, whole-of-society approache to achieve the society. The objective of the project is to increase transparency, improve governance, and reduce the time, difficulty and costs of obtaining government services for under-served communities of Bangladesh. This is to be achieved by the following major 3 components of the project:

- Component 1: Institutionalizing Public Service Innovation and Improving Accountability
- Component 2: Catalyzing Digital Financial Services and Fintech Innovations
- Component 3: Incubating Private Sector-enabled Public Service Innovation

#### C. Scope of Services, Expected Outputs and Target Completion

#### 1. Background of the work:

The right to protection of law and access to justice are fundamental rights, which are enshrined in the Constitution of Bangladesh. However, the Covid-19 pandemic has, in effect, suspended the execution of these fundamental rights. The direct consequence of the pandemic has caused courts across Bangladesh to be closed for few weeks.

These are timely developments to utilise the advances in the information and communications technology to deliver justice at a crucial time and under unprecedented circumstances. Many countries had embraced virtual technologies long ago for speedy and hassle-free delivery of justice. The video and audio-enabled hearings save significant court costs in terms of building, staff, infrastructure and transportation for all the parties. Although the concept of virtual courts in Bangladesh is at its nascent stage, such measures can be easily adopted through the powers given to the Chief Justice of Bangladesh under the Supreme Court of Bangladesh (High Court Division) Rules 1973 (the "HCD Rules") or, even, on its own initiative of the Supreme Court. Under the HCD Rules, the Chief Justice of Bangladesh is empowered to issue practice directions for the smooth and efficient discharge of judicial functions of the court. The powers conferred are wide and may be used to include hearings through a virtual set-up.

#### 2. Main Objectives:

The main objective is to design and develop Virtual Court Room Solution which is user friendly, compatible with web standard and accessible by judges, court staffs, lawyers and citizen.

#### 3. Scope of Work:

#### 3.1 System Development

- Provide end-to-end solution to submit bail application, bail bond submission and to generate bail order for High Court, 139 CMM and CJM Court.
- Integrate with a SMS gateway to notify various events like hearing date, virtual hearing link, etc.
- Provide advocate wise dashboard.
- Provide bench assistant wise dashboard
- Provide Team license for video conferencing

System to be able to add apps if needed in the future

	Features
Module	reatures
Bail Application Module:	<ul> <li>Legal counsel will submit the bail application online through My Court system. Legal Counsel will submit bail application with other relevant documents on behalf of detainee</li> <li>My Court engine will be able to validate application and confirm the attachment of required documents before submission.</li> <li>MyCourt processing Engine will route the application to the concern bench assistant.</li> <li>Bench Assistant will publish the hearing date in My court platform also notify via email and sms (if sms gateway integrated)</li> </ul>
	- Bench Assistant will setup online Hearing sessions using Video Conferencing System
Virtual Hearing using Video	<ul> <li>Bench Assistant will send invitation link to Judges, Legal Counsel and other stakeholder</li> </ul>
Conferencing System	<ul> <li>Judges, Legal Counsel, Prosecutor and other stakeholder will be able to conduct hearing using Teams.</li> <li>Judge will give hearing order using Video Conferencing</li> </ul>
Bail Bond Submission Module:	<ul> <li>Legal Counsel will be able to submit Bail Bond along with other relavant documents.</li> <li>MyCourt will route the submitted bail bond to the concern Bench Assistant</li> </ul>
	- Bench Assistant will be able to download the application and can take the print
Bail Order:	<ul> <li>Bench Assistant can upload the Signed Bail Order</li> <li>Bench Assistant can publish the uploaded Bail Order to the Legal Counsel and to the Prison Authority</li> </ul>
Lawyer Panel/Dashboard	<ul> <li>Lawyer will get registration panel to register by themselves.</li> <li>Lawyer will have his/her own dashboard</li> <li>Lawyer dashboard will provide profile, application list and password changing option</li> <li>Lawyer can track submitted application and will get the updated status of the application.</li> </ul>
Court User's Panel	<ul> <li>Court users will be pre-registered in the system</li> <li>Court user will have his/her own dashboard that will show pending list</li> <li>Court user will provide decisions like hearing date or bail bond submission instruction on the submitted application</li> </ul>
Application Routing Engine:	MyCourt should have a application routing engine that will route the submitted application in designated office desk for further processing

#### 3.1.1. Add on Features for Solution

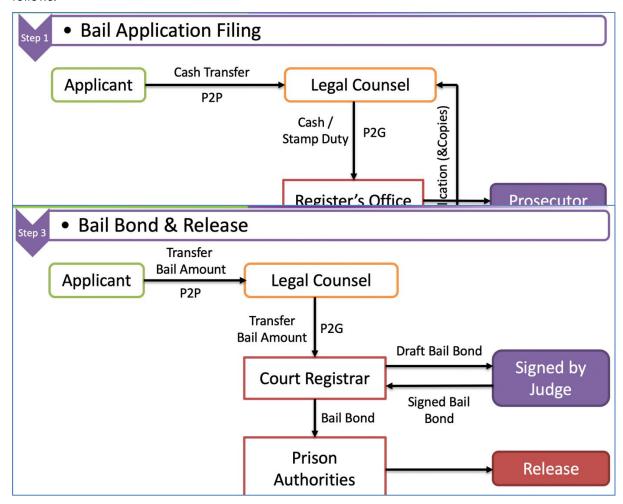
- Application should support Model View Controller (MVC) framework.

- Able to seamless integration with future module/components/applications.
- Creating necessary app/plug-ins for future integration with other system.
- Design and develop both operational and monitoring dashboards for different layers of users with configurable presentation and configurable layer definition.
- Provide Data Import/Export facility by user interface (UI) and ensure data portability.
- Design and Develop role-based access control system for user.
- Application should be lightweight and rich client-side scripting.
- Ensure full cloud compatibility and international standard (IS) control compliance in the software system to address any acceptable test and audit on the system.
- Incorporate existing policies on access to data and protection of sensitive information.
- The access control security function shall provide a facility for the system administrator to suspend an existing user's access rights for a specified period of time or indefinitely.
- User Interface Security: No system level file/information should be accessible throughout the web browser. The system should never allow executing direct files.
- Facility can be provided to lock a user and unlock as and when required.
- Any attempt to breach the security will be recorded with all the relevant data.
- Reports can be retrieved for all audit logs.

#### 3.1.2 High Level Design:

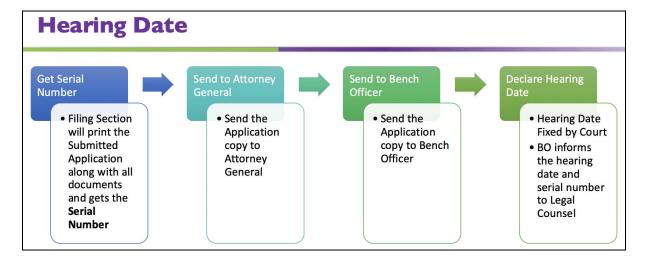
- 3.1.2 High Level Design
- 3.1.2.1 High Level Design for Subordinate Court

The subordinate court will receive the Bail and Injunction related applications. The overall flow of the system as follows:



#### 3.1.2.2 High Level Design for High Court

# Collect certified copy of FIR, Seizure list, Police Forwarding (if any), Charge Sheet (if any), Chemical Examination Report (if any), Statement of Victim (if any), Post Mortem Report (if any), Bail Rejection Order of Magistrate and Session Judge from Lower Court Prepare Affidavit Pay Stamp Duty Stamp duty to be paid to court through the counsel by the applicant Submit Application Submit the Application with all the documents Application recipient – Filing Section or Bench Officer?



For Certified Copies, the Lower Court will scan and upload the required documents to mycourt and will send it to the High Court with a letter.

The copy of Affidavit and Payment will not be part of mycourt system.

The submitted application from Lawyer will be dispatched to virtual filing section of high court in the mycourt system

**3.2 System setup and Hosting:** Vendor will install and host the developed system into the servers. Total Number of Court under this scope to deploy, configure, support, post maintenance are as follows:

- 139 CMM, CJM, DSJ and MSJ
- 106 Nari O Shishu Adalat

- High Court's virtual Section (Filing Section, Dispatch Section, virtual court for judge, desk for Bench officer will be created in the system
- o Court configuration, User creation will be under this scope

#### 3.3 Maintenance and Support

- a) Provide Post development support service under structured SLA and Change Management Architecture.
- b) Continuous health check of Database, tuning database, tuning codes & queries and mitigating the issues.
- c) Recording, managing reporting issues and user level application related technical problems received through the method prescribed by a2i, develop and deploy necessary solutions.
- d) Fixing all bugs in the system irrespective of its nature and complexities.
- e) Develop new reports as per new requirements based on existing DB Schema.
- f) Enhance and/or re-arrange existing feature of extended development of any supplementary feature within the existing technology framework complying with core SRS.
- g) Support & Maintenance will cover fixing all bugs and system errors as and when identified by the system users.
- h) Support and improve Role-wise credential system incorporation for better user role management.
- i) Vendor shall implement auto backup and database archiving system to meet up the challenge of system recovery, in case of any disaster or missing data.
- j) The vendor's team will work at their office premises or in case of specialized requirement, they may work at the a2i premises or any a2i designated location.
- k) The hired and assigned IT personals for support & maintenance must be regular employees of the vendor company

#### 3.4 Change Management and Version Control

- a) Developing, recording and reporting change documents, source code management and version management.
- b) Adjust and update system in compliance with any IT Audit conducted by the client.
- c) Incorporating and streamlining the system in compliance with updated versions of development tools/language/DB and ensure availability of APIs as required for integration with other services.
- d) Ensure all levels of testing prior to execute changes in production environment.

#### 3.5 Post-Hosting and Sizing Support

- a) Providing active and operation support to Data Center in application/DB sizing the product reconciling and adjusting with user-base and number of offices.
- b) Regular database tuning and application configuration support to hosted environment.
- c) On-demand accountable consultancy support to Data Center in terms of Data Backup Scheduling, Back-end service execution, Server Configuration for DB/Application/Load Balancing.

#### 3.6 Capacity Building and Knowledge Transfer by the Vendor

- a) Preparing Training manual and provide training to judges, court staffs and lawyers
- b) Online learning Materials Development
- c) Training manual and video tutorial will be made online
- d) Provide technical consultancy to the client for operational management during implementation.
- e) On-demand facilitation of system update information to client as mini-training session (Quarterly and/or in case of major changes executed)
- f) Provide authentic access to client experts to source code and documents.

#### 3.7 Video Conferencing Tool

A platform to conduct cases through video conferencing having following features-

- HD video conferencing with screen sharing, PPT sharing, remote access etc.
- Built-in Recording system for each conference, Voice call or Video Call with 1 TB or more space.
- Instant Messaging feature with ability to send files, images and videos.
- A platform where users can use group chat, online meetings, calling, and web conferencing.
- Should be able to search quickly and efficiently for previous topic, conversations.
- Should have Integrated capability with third party applications.
- Onsite support for video conferencing tools as pe demand.

#### 3.8 Not in scope

SMS Gateway and SMS Bundle

#### 4 Technology Requirements

#### 4.1 High Level Deployment:

- A Back-End Database will be used for all sorts of operations. This will be the central repository of the data.
- The API server: This will host the core application with business logics and open up API's request with required features. This will sit in-between Database and any application server.
- Application Server: A web application or any other smart device app server that plays data commissioning role as a consumer of the API repository.
- Front-end: A very rich interface using JavaScript is a must to make the system user friendly and cutting edge.
- A notification System: This will push notifications to the apps. e.g. when an application creates a notification, an alert will be generated on the dashboard without refreshing or calling by repeating Ajax/Applet Request.

#### 4.2 Technlogy Tools:

The vendor will follow the industry accepted and widely used open source based technologies, frameworks, platforms and guidelines. Following are some technical specification which vendor should consider as reference but not as the ultimate method of implementing Virtual Court platform. Technology Specification may change in real-time based on the context of the project and future trend.

- open source web technology including database, programming language, graphical user interface (GUI).
- API centric enterprise level design using JSON or other data delivery format.
- user acceptable framework in IDE
- Micro service architecture following micro-service design approach.

#### 4.3 Security:

The vendor should follow any of the industry standard secure development methodology such as (but not limited to) Comprehensive Lightweight Application Security Process (CLASP) by OWASP etc.

- The vendor should consider (but not limited to) common vulnerabilities such as SQL Injection, Cross Site Scripting (XSS) etc.
- Vendor will undertake responsibility for Input Validation Controls, Authorization/Authentication Control and other security controls in place in both test and production environment of application.

The following vulnerabilities must be checked and ensured security from the beginning:

- Cross Site Request Forgery (CRSF)
- Cross Site Scripting (XSS)
- Session hi-jacking o Session Fixation
- SQL Injection
- Input Validation/Filtering
- Output Escaping
- Code Injection
- Secure File Access

#### 5 Institutional Arrangement

The work will closely overseen by Chief Technology Officer, a2i.

#### 6 Duration of the Work

Total Duration of the assignment is 6 months.

#### 7 Deliverables:

The following outputs will have to be delivered within a maximum period of 6 months after signing the contract requiring the following deliverables:

#### **D1** System Development and Integration Service:

#### D1.1- Cloud Based Software Development Service for Lower Court and High Court

- My Court Homepage
- Login registration Panel
- Application Forms Bail Application and Bail Bond Submission
- Application processing Engine
- Lawyer profile information (edit, update)
- Lawyer Dashboard
- Application Routing
- Court Application Processing
- Bail bond Approval
- Hearing Date publish
- Court User's Panel
- Court User's Application Disposal and Decision Putting

#### **D1.2- Integration Service**

- Judiciary system integration
- MyCourt system integration
- MyOrder system integration
- SMS Gateway integration
- ekPay integration/Payment System

#### **D1.3- Video Conferencing Tools**

- MS Teams(office 365 E1)-120 pc license
- Zoom-180 pc license

#### **D1.4 System Design Documents**

#### **D2 System Implementation:**

#### D2.1 Data Configuration Management and MIS Dashboard Service

- Configure Court Information
- Configure Court User's Information
- Configure Court Desks
- MIS Dashboard for submitted application number, hearing date, Bail Bond, Pending applications, processed application and Total application

#### **D2.2- Infrastructure and Hosting Configuration Service**

- Source code and Database Deployment
- Application Configuration in deployed environment

#### D2.3- SMS and Push Notification Service

- -SMS notification on Lawyer Registration, Password Change, Hearing Date, Bail Bond Submission and Release Order
- Configurable push notification
- OTP generation in Mobile/Tablet

#### **D3 Training:**

#### **D3.1 - Training Service**

- Preparing Training manual and provide training
- Online learning Materials Development
- Training manual and video tutorial will be made online

#### D 3.2- Knowledge Transfer and Internal Capacity Building of Supreme Court

- Provide technical consultancy to the client for operational management during implementation.
- On-demand facilitation of system update information to client as mini-training session (Quarterly and/or in case of major changes executed)
- Provide authentic access to client experts to source code and documents.

#### **D4.1- System Maintenance and User Support Service**

- Continuous online support for the user over phone and e-mail services for the period of 6 months. Later, it can be integrated with national helpdesk service/chatbot
- Query collection, analysis and preventive action

#### **D4.2- System Performance Monitoring and Infrastructure Suport Service**

- Security Test Service after development
- Load Test Servic after development
- Tweaking the system as per findings of testing
- Server patch update as required
- Regular database tuning
- Schedule Backup

#### **D4.3 Change Management and Version Control**

- -Manage the source code in a source control and provide access to client
- -Record and submit the change request log

#### **Delivery Schedule:**

SI	Deliverables			M3	M4	M5	M6
D1	System Development and Integration Service						
D1.1	Cloud Based Software Development Service for Lower Court (245 Court) and High Court						
D1.2	Integration Service						
D1.3	Video Conferencing Tools:  1. MS Teams-120 pc license (1 Year)  2. Zoom-180 pc license (6 Months)						
D1.4	System Documentation						
D2	System Iplementation						
D2.1	Data Configuration Management and MIS  Dashboard Service						
D2.2	Infrastructure and Hosting Configuration Service						
D2.3	SMS and Notification Servcie						
D3	Training						
D3.1	Training Service						
D3.2	Knowledge Transfer and Internal Capacity Building of Supreme Court						
D4	Support						
D4.1	System Testing, Performance Monitoring and Infrastructure Suport Service						
D4.2	System Maintenance and User Support Service						
D4.3	Change Management and Version Control						

#### **8 Supervision and Performance Evaluation:**

The vendor will be working closely with the Technology Team of Aspire to Innovate Project. The Team Leader of Technology Team will be responsible to review and approve the performance/activities.

# **9** Location of Work: Bangladesh.

## 9.1 Team composition and criteria of the team members

SI.	Key Position	No.	Required Minimum Qualification
1	Project Manager and	01	Minimum Masters in CS/CSE/EEE/BBA or any relevant discipline
	System Architect		from any reputed university.
			Minimum 10 years professional experience in IT Industry.
			Minimum 5 years' experience in government project management.
2	2 System Analyst		Minimum Masters in in CS/CSE/EEE or any relevant discipline from
			any reputed university.
			Minimum 7 years professional experience in IT Industry.
			Minimum 3 years' experience as system analyst.

3	Senior Developer	02	<ul> <li>Minimum Bachelors in any computer science related discipline from any reputed university.</li> <li>At least 7 years' working experience in relevant field.</li> </ul>
4	4 Developer-Front End		<ul> <li>Minimum Bachelors in any computer science related discipline from any reputed university.</li> <li>At least 5 years' working experience in relevant field.</li> </ul>
5	Developer-Backend	03	<ul> <li>Minimum Bachelors in any computer science related discipline from any reputed university.</li> <li>At least 5 years' working experience in relevant field.</li> </ul>
6	Data Configurator	01	<ul> <li>Minimum Bachelors in any relevant discipline from any reputed university.</li> <li>At least 5 years of experience in related field.</li> </ul>
7	System Integrator(Payment, Email,SMS)	01	Minimum Bachelors in any computer science related discipline experience in relevant field.
8	Infrastructure Expert	02	<ul> <li>Minimum Bachelors in CS/CSE/EEE or any relevant discipline from any reputed university.</li> <li>Minimum 7 years professional experience in IT Industry</li> <li>Minimum 3 years' experience as System administrator.</li> </ul>
9	Technical Writer	01	<ul> <li>Minimum Bachelors in any relevant discipline from any reputed university.</li> <li>At least 5 years of experience in technical writing and content management</li> </ul>
10	Quality Assurance Expert	01	<ul> <li>Minimum Bachelors in any computer science related discipline from any reputed university.</li> <li>Minimum 5 years of experience in relevant field.</li> </ul>
11	Support Engineer	04	<ul> <li>Minimum graduate in Computer Science and Engineering / relevant subjects</li> <li>Minimum 3 years of experience to provide maintenance support</li> </ul>
12	Security Expert	02	<ul> <li>Minimum Bachelors in CS/CSE/EEE or any relevant discipline from any reputed university.</li> <li>At least 5 years professional experience in IT Industry</li> <li>Minimum 3 years' experience as Security Tester</li> </ul>
13	Load Testing Expert	01	<ul> <li>Minimum Bachelors in CS/CSE/EEE or any relevant discipline from any reputed university.</li> <li>At Least 5 years professional experience in IT Industry</li> <li>Minimum 3 years' experience as Load Tester</li> </ul>

# 10 Payment Schedule:

Deliverables	Percentage of
	payment
After Submission of Inception Report	10%
After two months by successful completion of D1.1, D1.2, D1.3, D1.4(Partial),	40%
D2.1(Partial),D2.2, D4.1(partial) and D4.3(partial)	
After four months by successful completion of D1.4(Partial), D2.1(Partial), D2.3(Partial),	30%
D3.1(Partial), D3.2(Partial), D4.1(partial), D4.2(partial) and D4.3(partial)	
After six months by providing services of D1,D2,D3 and D4	20%

## 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?	
<ul> <li>Form A: Technical Proposal Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul> <li>Form D: Qualification Form</li> </ul>	
<ul> <li>Form E: Format of Technical Proposal</li> </ul>	
<ul><li>Form H: Proposal Security Form</li></ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Financial Proposal Envelope**

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

<ul><li>Form F: Financial Proposal Submission Form</li></ul>	
<ul><li>Form G: Financial Proposal Form</li></ul>	

#### 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 undersig	ned, certify that I am duly authorized by [Insert Name of B	Bidder] to sign this Proposal and bind it should UNDP	accept this Proposal.
Name:		_	
Title:		_	
Date:			

[Stamp with official stamp of the Bidder]

Signature:

# 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?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> (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> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>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</li> <li>Trade name registration papers, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>Power of Attorney</li> </ul>

# 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 numbers, fax numbers, e-mail address)	on (address, telephone	Proposed proportion of responsibilities (in %) and type of services to be performed		
1	[Complete]		[Complete]		
2	[Complete]		[Complete]		
3	[Complete]		[Complete]		
(with au during t	of leading partner Ithority to bind the JV, Consortium, Association the RFP process and, in the event a Contract is d, during contract execution)	[Complete]			
and seve	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 a 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 no	on-performance did not c	occur for the last 3 years	
☐ Contract(s)	not performed for the las	st 3 years	
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

#### **Litigation History** (including pending litigation)

n history for the last 3 ye	ears	
listory as indicated below	ı	
Amount in dispute	Contract Identification	<b>Total Contract Amount</b> (current
(in US\$)		value in US\$)
	Name of Client:	
	Address of Client:	
	Matter in dispute:	
	Party who initiated the dispute:	
	Status of dispute:	
	Party awarded if resolved:	
	istory as indicated below  Amount in dispute	(in US\$)  Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute:

#### **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 Year Year	USD USD USD	
Latest Credit Rating (if any), indicate the source			

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

<sup>□</sup> 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;
- b) Historic financial statements must be audited by a certified public accountant;
- c) 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 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).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 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. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 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 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** 

[Insert]
[Insert]
[Insert]
[Insert]
[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]  [Insert]
[Provide details of professional certifications relevant to the scope of services]  Name of institution: [Insert]  Date of certification: [Insert]
[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.]
[Insert]
[Provide names, addresses, phone and email contact information for two (2) references]
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:** [Insert Currency]

## **Table 1: Summary of Overall Prices**

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

#### **Table 2: Breakdown of Professional Fees**

**Note:** CVs of the Team leader and key team members containing their experiences on relevant issues must be submitted with detailed proposal. The bidder can propose same staff for both phase work.

Position	No. of Position	Fee Rate	No. of Days/months/ hours	Total Amount
		Α	В	C=A+B
Team for Development and	Enhancement work			
Project Manager and System Architect	01			
System Analyst	01			
Senior Developer	02			
Developer-Front End	03			
Developer-Backend	03			
Data Configurator	01			
System Integrator (Payment, Email,SMS)	01			
Infrastructure Expert	02			
Technical Writer	01			
Quality Assurance Expert	01			
Support Engineer	04			
Security Expert	02			
Load Testing Expert	01			
		Sub	total Professional Fees:	

**Table 3: Breakdown of Other Costs** 

Description	иом	Quantity	Unit Price	Total Amount		
International flights (f applicable)	Trip					
Subsistence allowance	Day					
Miscellaneous travel expenses	Trip					
Local transportation costs	Lump Sum					
Out-of-Pocket Expenses						
Other Costs: (please specify)						
	Subtotal Other Costs:					

# **Table 4: Breakdown of Video Conferencing Tools**

Description	иом	Quantity	Unit Price	Total Amount
MS Teams (office 365 E1) license	рс	120		
Zoom license**	рс	180		
	'		<b>Subtotal Other Costs:</b>	

<sup>\*\*</sup>Note: UNDP preserve the right to exclude this item (Zoom License) based on project need.

# Table 5: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	<b>Time</b> (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				