

United Nations Development Programme



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REQUEST FOR PROPOSAL

Hiring a firm for Deployment, Enhancement & Maintenance of Digital Filing Platform for Supreme Court

RFP No.: RFP-BD-2021-002
Project: Aspire to Innovate (a2i)
Country: Bangladesh

Issued on: 11 February 2021

A handwritten signature in blue ink, appearing to be 'A. Hossain', is located at the bottom right of the page.

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SECTION I. LETTER OF INVITATION

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

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

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

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 bd.procurement@undp.org, 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: **February 11, 2021**

Approved by:



Name: Krishna Raj Adhikari

Title: Senior Operations Manager

Date: **February 11, 2021**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS	
1. <i>Introduction</i>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p>
	<p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p>
	<p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. <i>Fraud & Corruption, Gifts and Hospitality</i>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p>
	<p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p>
	<p>2.3 In pursuance of this policy, UNDP</p> <p>(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;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p>
	<p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p>
3. <i>Eligibility</i>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p>
	<p>3.2 It is the Bidder's responsibility to ensure that its employees, joint</p>

	venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. <i>Conflict of Interests</i>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. <i>General Considerations</i>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or</p>

	omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP
6. <i>Cost of Preparation of Proposal</i>	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. <i>Language</i>	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. <i>Documents Comprising the Proposal</i>	8.1 The Proposal shall comprise of the following documents: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. <i>Documents Establishing the Eligibility and Qualifications of the Bidder</i>	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. <i>Technical Proposal Format and Content</i>	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. <i>Financial Proposals</i>	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.
<i>12. Proposal Security</i>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
<i>13. Currencies</i>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
<i>14. Joint Venture, Consortium or Association</i>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity</p>

	<p>identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. <i>Only One Proposal</i>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> f) they have at least one controlling partner, director or shareholder in common; or g) any one of them receive or have received any direct or indirect subsidy from the other/s; or h) they have the same legal representative for purposes of this RFP; or i) 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; j) 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 k) 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.
<i>16. Proposal Validity Period</i>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<i>17. Extension of Proposal Validity Period</i>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<i>18. Clarification of Proposal</i>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
<i>19. Amendment of Proposals</i>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<i>20. Alternative Proposals</i>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to</p>

	<p>award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<i>21. Pre-Bid Conference</i>	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
<i>22. Submission</i>	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ol style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ol style="list-style-type: none"> 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 "<i>Not to be opened before the time and date for proposal opening</i>" as specified in the BDS.

<p>Email Submission</p> <p>eTendering submission</p>	<p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> 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. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> 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/
<p><i>23. Deadline for Submission of Proposals and Late Proposals</i></p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p><i>24. Withdrawal, Substitution, and Modification of</i></p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or</p>

<i>Proposals</i>	<p>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"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<i>25. Proposal Opening</i>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
<i>26. Confidentiality</i>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<i>27. Evaluation of Proposals</i>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
<i>28. Preliminary Examination</i>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at</p>

	this stage.
<i>29. Evaluation of Eligibility and Qualification</i>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> e) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; f) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, g) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; h) They are able to comply fully with UNDP General Terms and Conditions of Contract; i) They do not have a consistent history of court/arbitral award decisions against the Bidder; and j) They have a record of timely and satisfactory performance with their clients.
<i>30. Evaluation of Technical and Financial Proposals</i>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p>

	<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
<i>31. Due Diligence</i>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<i>32. Clarification of Proposals</i>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
<i>33. Responsiveness of Proposal</i>	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal</p>

	<p>is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p><i>34. Nonconformities, Reparable Errors and Omissions</i></p>	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<p>E. AWARD OF CONTRACT</p>	
<p><i>35. Right to Accept, Reject, Any or All Proposals</i></p>	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
<p><i>36. Award Criteria</i></p>	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
<p><i>37. Debriefing</i></p>	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist</p>

	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.
<i>38. Right to Vary Requirements at the Time of Award</i>	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.
<i>39. Contract Signature</i>	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.
<i>40. Contract Type and General Terms and Conditions</i>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
<i>41. Performance Security</i>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<i>42. Bank Guarantee for Advanced Payment</i>	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
<i>43. Liquidated Damages</i>	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
<i>44. Payment Provisions</i>	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency

	of contract.
<i>45. Vendor Protest</i>	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p>
<i>46. Other Provisions</i>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted Time: 11.00 AM (BD local Time); Date: February 16, 2021 11:00 AM</p> <p>Venue: pre-proposal meeting will be held Online for the clarification on the bidding document and ToR, please log in using the following link.</p> <p>Join Zoom Meeting https://undp.zoom.us/j/85231926568?from=addon;</p> <p>The UNDP focal point for the arrangement is: RFP-BD-2021-002</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	<p>Required in the amount of USD 12,000.00</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) ▪ Certified Check
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>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.</p>

9	40	Performance Security	Required in the amount of USD 55,000.00
10	18	Currency of Proposal	United States Dollar Local currency BDT Conversion rate: UNORE 84.71
11	31	Deadline for submitting requests for clarifications/ questions	February 16, 2021
12	31	Contact Details for submitting clarifications/questions	<p>Address: UNDP Bangladesh, IDB Bhaban, Dhaka E-mail address dedicated for this purpose: bd.procurement@undp.org <u>Attn. Queries– RFP-BD-2021-002</u></p> <p>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.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>Posted directly to eTendering</p> <p><input checked="" type="checkbox"/> Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system. Also will be posted on UNDP Bangladesh website: http://www.bd.undp.org/content/bangladesh/en/home/operations/procurement.html</p>
14	23	Deadline for Submission	<p>Date: March 1, 2021 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: -</p> <ul style="list-style-type: none"> <i>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.</i> <p><i>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.</i></p>

14	22	Allowable Manner of Submitting Proposals	e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>BU: BGD10; Event ID: RFP-21-002</u>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP Max. File Size per transmission: not exceeding 45 MB
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively. The minimum technical score required to pass is 49 or 70% of total technical points
18		Expected date for commencement of Contract	April 1, 2021s
19		Maximum expected duration of contract	15 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 http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html The following special condition will be added in the contract: Special Conditions The United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand agree to the following Special Conditions which amend the UNDP General Conditions of Contract,

		<p>attached as Annex II to the Contract.</p> <p>The General Conditions are hereby amended as follows:</p> <p>The Parties agree to add replace Article 16.2 of the General Conditions by the following:</p> <p>“16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right and the right to transfer such licenses to Govt. of Bangladesh or its nominated Agency solely for the purposes of and in accordance with the requirements of the Contract.”</p> <p>Source Code management and updates:</p> <p>During the contracted period, Vendor will be responsible to maintain the source code developed for solution building purpose and that source code will not have any financial or technical dependency on any other 3rd party code until and unless this is arranged and managed by the procuring entity or its nominated agency formally. During contracted period, vendor will be responsible for any update, standardization, backup or even security of source codes. On expiry of the contract, a2i (on behalf of supreme court and government of Bangladesh) will take over the responsibility until and unless this is decided by the procuring entity otherwise. Once the source code is handed over, vendor will have no responsibility for the source code and its update or security.</p>
23	Other Information Related to the RFP	<p>The Financial Proposal and the Technical Proposal files <u>MUST BE 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></p> <p>Special note: <u>While Do not disclose your price anywhere in your submission or e-tendering system other than encrypted financial proposal. Please enter ‘1’ as your bid price in e-tendering line item.</u></p>

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with 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
Other	<ul style="list-style-type: none"> • Registered entity with Register of joint stock & companies (RJSC) in Bangladesh • Must have valid and up to date Trade license/, TIN certificate, VAT Identification Number, Updated Income Tax Payment Certificate. 	
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

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

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	<ul style="list-style-type: none"> The vendor must have experience of working with National level government/judicial digital system within last three (03) years in Bangladesh. Minimum 5 years of experience in ICT business as a registered company 	Form D: Qualification Form
Financial Standing	<ul style="list-style-type: none"> Minimum Average annual turnover is minimum BDT 20 Million (USD 236,798.00) in last 3 years Last 3 years audited financial report <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Key Personnel	CVs of required key personnel (refer to Terms of Reference)	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Overall experience and Expertise of the organization/Firm	150
2.	Methodology proposed in the technical proposal	300
3.	Expertise of Key personnel and others	250
	Total	700

Criteria	Weight	Max Points
Technical	700	
1. Overall experience and Expertise of the organization/Firm		150
1.1 Experience of design, development and implementation of large scale enterprise software solution for Government of Bangladesh/ any other Corporate Sector related to whole-of-the Government or whole-of-the sector Public Service Delivery with Document management or File Management or Workflow Management within last 3 years. Supporting documents and URL to prove Readiness of the technology to re-use the same for customization for judiciary need to be submitted.		50
1.2 Experiences on the system handling user more than 50,000+ Users, 10 TB+ Database and 10TB+ Content related to citizen/public service management at Government/Corporate sector.		25
1.3 Real life experience with filing system in government or judiciary.		50
1.4 Organizational Commitment to Sustainability <ul style="list-style-type: none"> Organization is compliant with ISO 14001 or ISO 14064 or equivalent – (16.67) Organization is a member of the UN Global Compact – (4.14) Organization demonstrates significant commitment to sustainability through some other means: for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues – (4.14) 		25
2. Methodology proposed in the technical proposal		300
2.1 Demonstration of the understanding of the assignment & proposed solution design architecture for the technical development		60
2.2 Proposed project management plan including service management, risk management, business continuity plan, system audit and log plan, security and privacy plan, user group management plan.		50
2.3 Technical approach, methodology and Technology Tools for the development.		50

2.4 Proposed integration model in the architecture		30
2.5 Proposed solution on content delivery network services.		30
2.6 Proposed staffing and work plan with detailed staff engagement schedule		30
2.7 Proposed plan for Maintenance and Change Management of the solution		30
2.8 Proposed plan for Infrastructure support and operation management.		20
3. Expertise of Key personnel (as required by the ToR)		250
3.1 Relevant experience of Project Manager		20
3.2 Relevant experience of Software Architect		20
3.3 Relevant experience of System Analyst		20
3.4 Relevant experience of Development Lead - Web		20
3.5 Relevant experience of Software Engineer – Web		30
3.6 Relevant experience of Mobile App Developer		20
3.7 Relevant experience of Infrastructure Manager		20
3.8 Relevant experience of Technical Writer		20
3.9 Relevant experience of Other Personnel in the proposed team as mentioned in the ToR		80

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND OF THE WORK:

The Government of the People's Republic of Bangladesh has taken several initiatives regarding making the country digitally empowered in the field of technology by ensuring Government services available to citizens electronically as well as making the country digitally empowered in the field of technology. In collaboration with Government Judiciary offices, A2i has brainstormed an idea to introduce a centralized digital filing platform enhancing the availability of case related documents electronically from anywhere and anytime.

There is a very limited use of technology to access the case file from different filing sections in Supreme Court. And usage of files is still in its manual form. Even though there is a recent initiative to receive the application online, but most of the file handling happening by using hard copy of the submitted applications. But now it's time to ensure the introduction of information system in the court which will help to reduce the number of pending processes, boosting the efficiency of the services provided to citizens and to the society in general.

This initiative will establish a strong judiciary decision making ecosystem with mobile first strategy. The target of this platform is to ensure accessibility, accountability, sustainability, scalability, reliability of judiciary filing usage and access process and accelerate beneficiaries' satisfaction.

2. OBJECTIVE:

The overall objective of the assignment will be the followings:

- To introduce digital filing at the Supreme court which will create a bridging initiate towards complete Case Management.
- To reduce case backlog by making the file access faster to provide quickest decision
- To ensure the transformation of Supreme court's various filing section to implement Digital Case Management in the future
- To render service for the decision support system
- To have a make shift in the organizational change management for going digital

3. SCOPE OF WORK

The Scope of work of this assignment will cover the following areas:

- Deploy a proven Digital Filing system as a base system;
- Provide Be Spoke service for Enhancement of provided filing system;
- Provide OCR capability through integration
- Provide shared edit capability through integration
- Provide user preference hierarchical categorization of filings
- Create integration scope with other Judicial System;
- Provide Mobile Application Development to access the files securely while in mobility;
- Digitalize and automate the Supreme Courts filing process in different filing section;
- Create a mechanism to monitor the location and movement of case related files and its distribution
- Ensure secured access of electronic version of the files;
- Incorporate immersive features in Filing management and establish interoperability and data sharing among all the courts;
- Provide day-to-day infra support to ensure maximum availability of the system;
- Provide ToT training
- Provide Maintenance and Support Services
- Provide Security Test of the delivered system
- Provide Load Test of the delivered system

- Conduct various workshop

3.1 DEPLOYMENT OF A DIGITAL FILING SYSTEM

There are different types of cases are filing in the High Court Division, such as, Cr Misc., Criminal Revision, Criminal Appeal, First Appeal, Civil Revision, Jail Appeal, Death Reference, Writ, Original Jurisdiction.

The service provider must deploy an already proven configurable workflow system that have been used to develop as a backbone for any E-Filing System. Service provider must configure their system with the various base data for Filing Section, Affidavit Section, Court, Benches, Divisions, Record Room, Appeal Sections, Dispatch section, Death Reference Section, Paper Book Section, etc. where cases are filing.

3.2 ENHANCEMENT OF THE DEPLOYED BASE SYSTEM

The base system should be enhanced to provide the following services/processes in different filing section of Supreme Court:

3.2.1 Lawyer Panel for the submission of Case Filing

1. System should have the provision to verify NID number of the lawyer;
2. System should have the provision to filing all case information along with document like pdf, image, etc.
3. System should generate a number called tender No or any other filing no that will be pre-determined by the section. This number will also be used as a tracking number for the case until respective section provide any case number [e.g. Cr. Misc No].
4. System should allow the submission to a concerned section to automate the file processing;
5. System should provide a dashboard to lawyer about their submitted files
6. System should provide searching, tagging and archiving functionalities for the files to the Lawyer
7. System should provide a provision to share the uploaded files to other user of the system or by email
8. System should provide a link to see all shared document
9. System should provide bookmark feature for the files
10. System should provide a flexible pdf reader to read the uploaded documents
11. System should provide the printing functions for any documents
12. System should provide download feature of one of multiple files
13. System should provide the downscaling features of the uploaded files
14. System should provide different layout to show the files like grid view or list view
15. System should provide multi factor authentication to access certain files

3.2.2 Court Staff Panel

3.2.2.1 Access Control:

1. System should provide authenticated access to the Court's staff

3.2.2.2 Case Filing:

1. System should provide easily uploading features of the scan copy of hard copy document along with various format of soft copy (pdf, doc, docx, ppt, pptx, xls, xlsx, MP3, MP4, 3GP).
2. System must have image-based OCR conversion, convert image to text only.
3. System must have Queue-based file type conversion facility
4. System must have the compression facility while uploading the document.
5. System must have Queue-based file uploading and downloading.

3.2.2.3 File Management:

1. System should provide easily accessible of the electronic file to the Judges which will contain different kind of case matters with thousands of page.
2. Files should be viewed in seconds and easy to navigate.
3. System should have provision to create hierarchical label with private/public access control

4. File can be categorized in various label considering its content case matters.
5. File must be accessible using the prespecified label.
6. File must be searchable using different keywords and labels
7. System should provide configurable file type creation
8. System should provide the provision to create virtual/electronic Folder and store the file in the Folder
9. System should provide bookmark feature for the files
10. System should provide a flexible pdf reader to read the uploaded documents
11. System should provide the printing functions for any documents
12. System should provide download feature of one of multiple files

3.2.2.4 File Routing/workflow engine

1. System should provide file access rule and path for the uploaded case document
2. Each file can be forwarded or sent back as per defined path

3.2.2.5 Image to Text Conversion

1. System should provide image to text conversion facility during file upload or after uploading the files as images
2. System should provide option to save both image and converted text in the system

3.2.2.6 Collaborative Editor

1. System should provide an editor so that multiple user can edit the order related document during drafting.
2. The editor should keep the history for a certain period of time until it becomes a final document

3.2.2.7 Document sharing

1. System should provide features to share the document attachments to other user without sending the file/nothi.
2. The original user should be able to revoke the permission of the user.
3. System should provide features to add new files to the filing system whoever have permission.
4. System should provide a link to see all shared document.

3.2.2.8 Digital Signature/ e-Signatures

1. System should provide to put scanned copy of signature in specific page(s) to authenticate the document.
2. System should provide facility to put the signature as per rule.
3. While signing there should have option of 2FA as per user preference.
4. Should have provision of integrating dongle based digital Signature.

3.2.3 Dashboard

System should provide a dashboard for the Supreme Court as follows:

- Overall summary of the Digital Filing Count
- Section wise digital filing count
- Section wise user wise digital file access
- Section wise summary dashboard
- Section wise disk usage statistics
- Section wise file movement statistics
- Section wise file sharing statistics

3.2.4 Enhancement of Role Based System Access

To ensure the secured and authentic access of the system it should enhance to provide following features:

- Create a central directory for the court staff

- Provide a configurable 2FA access
- Provide a configurable user group creation for digital filing access
- Provide an audit log of the system access

3.3 MOBILE APPLICATION DEVELOPMENT:

Providing service during mobility has become a de-facto standard now-a-days; Hence the platform should have a mobile accessibility by providing:

- Both iOS and Android application that can use/access required files from the Digital Filing of specific section
- Security to access permitted files
- Read the files in user friendly interface
- Both the application should have native interface and provide basic file access functionalities

3.4 INTEGRATION WITH JUDICIAL SERVICE DELIVERY PLATFORM AND OTHERS:

All the components of the Digital Filing Platform should have provision:

- To integrate with Judicial Service Delivery Platform (Cause List, MyCourt, etc) wherever applicable
- To integrate with Porichoy
- To integrate through BNDA or similar sectoral eService Bus

3.5 INFRASTRUCTURE ADMINISTRATION:

The service provider should manage the infrastructure deployed for the "Digital Filing Platform" which includes operating systems, databases, virtualization technologies, load balancer, database replicator, high availability and load balancing cluster solution, storage technology, middleware platforms etc. to ensure availability, performance, cost effective utilization and security of the system.

- Build DC for Production, Test and Development.
- Manage the operating system, database, application, application server and the integration among them to ensure the availability of "Judicial Service Delivery Platform" solution.
- Administer the load balancer, database replicator, cluster software etc. to ensure high availability computing environment.
- The service provider should ensure the 99% availability/uptime of service.
- Update the security settings and version of the operating system, database, application, application setting to ensure secured computing environment and service.
- Manage and update the Logical Architecture Diagram, Logical Design Diagram Manage, High Level Design, Low Level Design, Physical Architecture Diagram, Physical Design Diagram etc. as appropriate from the base line
- Manage IT inventory, configuration management database etc. to ensure the integrity and consistency of the computing environment.
- Backup of the database, application and server should be performed by the vendor as per the predefined retention policy, RPO and RTO

3.5.1 IT SERVICE MANAGEMENT: ITIL or COBIT service management processes and procedures should be put in place and followed for IT operations management and to ensure measurable IT service and re-enforce compliance.

3.5.2 NOC OPERATION: A 24x7 NOC operation should be provided to ensure the continuous monitoring

of the application availability, infrastructure performance etc. According to predefined escalation matrix NOC will escalate the event to respective person or team.

- Monitoring the utilization of computing resources from the operating system layers which include CPU utilization, memory utilization, space utilization, server load average, network interface load etc.
- Monitoring the database utilization including availability of the database, utilization of space (data file, schema, log location etc.).
- Monitoring the availability and performance of the application including response time, URL availability etc.
- Monitoring the network appliance used as a part of "Judicial Service Delivery Platform" solution which includes load balancer, firewall appliances, etc.
- Monitoring the solution integrity including database and application connectivity, replication process, availability of the application over internet and local networks etc.
- Documentation of all the monitoring metric and parameter mapping with threshold point and escalation details.
- Set the Monitoring KPI in consultation with the Customer and provide report as mentioned in the reporting section
- Schedule maintenance for preventing incident. I. Coordinate with Data Center(s) team to resolve the issues.

3.5.3 INCIDENT RESOLUTION: The NOC escalated event or any incident escalated by any party should be assessed by the service provider. Also, the event and incident should be resolved by the vendor when that is under the scope and for the event outage for the scope the vendor should immediately notify the client and respective data center.

- The events and/or incident should be resolved by the solution provider within predefined resolution time.
- The resolutions which are not under the scope of vendor should be jointly monitored by vendor and a2i
- The resolution history should be documented for further references in KEDB
- All the incidents should be recorded, and summary has to be reported monthly to the client

3.5.4 ROOT CAUSE ANALYSIS: Reactive problem management focuses on solving problems in response to one or more incidents as they occur; proactive problem management focuses on identifying and solving problems and known errors that might otherwise be missed, thereby preventing future incidents. Should be looking for repeat incidents with the same category, affected service, configuration item (CI), cause, or resolution:

- Performing trend analysis of incident records;
- Detecting duplicate and recurring issues;
- During major incident management, identifying a risk that an incident could recur;

3.5.5 ASSET REGISTRY AND CONFIGURATION ITEMS DATABASE: Covers the identification, recording, and reporting of IT components, including their *versions*, constituent components and relationships. A series of reviews and audits that verify the physical existence of CIs and check that they are correctly recorded in the *Configuration management system*.

- Helps organizations in various activities: To plan, control, manage, monitor, evaluate and provide accountability for IT Assets. To provide accurate *asset* information for various business processes.

- Deals with maintaining up-to-date and verified database of all assets and CIs which are also made available to other service management processes.

3.5.6 CHANGE CONTROL: Ensure that standardized methods and procedures are used for efficient and prompt handling of all changes to configuration(s) of IT infrastructure with assistance from data center authority (if required), in order to minimize the number and impact of any related incidents upon service

- patch management
- management and co-ordination of Change implementation
- assessing the impact, benefits and risk of Changes
- ensure that changes are recorded, evaluated, authorized, prioritized, planned, tested, implemented, documented and reviewed in a controlled manner.

3.5.7 SERVICE EXTENSIONS: Request for service extensions can be done directly through vendor's business channel which will appropriately guide. The cost for additional services is guided by terms and conditions as agreed by both parties and/or contracts.

3.5.8 CAPACITY PLANNING: Based on performance of the existing system, growth rate of the data and users, technology lifecycle, projection of new office, user integration etc. the service provider will analyze the requirement of capacity enhancement and share the technical suggestions with the client.

- The solution provider has to prepare the requirement proposal for computing capacity enhancement (storage expansion, memory extension, node addition etc.) in order to ensure performance and availability of the infrastructure based on existing growth rate, performance, incident trends, upcoming requirement etc.
- The expansion of capacity which could be done through optimization within the managed software and hardware environment and without any financial involvement should be done by the solution provider.

3.5.9 REPORTING: Service Provider should periodically share report with A2I which will depict the performance, utilization, capacity of the system, reason of incidents, required of preventive actions, deviation of the system from the baseline, history of corrective action etc in order to ensure transparency of service and deliverables.

- The solution provider will share report associated with availability, performance of system and SLA in a pre-approved format with the client
- The solution provider will share the security assessment and gap report as per predefined standards
- The solution provider should prepare the on-demand report as requested by the client on the managed devices and software
- Monitor the operating system, database, application, application server and the integration among them to ensure the availability of Judicial service delivery Platform.
- To implement the load balancer, database replicator, cluster software etc. to ensure high availability computing environment as and when required.
- Update the security settings and version of the operating system, database, application, application setting to ensure secured computing environment and service.
- Develop and maintain installation and configuration procedures and system standards.

3.6 MAINTENANCE, SUPPORT AND CHANGE MANAGEMENT OF THE FILING PLATFORM

3.6.1 MAINTENANCE OF THE PLATFORM:

- a) Provide Post development support service under structured SLA and Change Management Architecture.
- b) Recording, managing reporting issues and user level application related technical problems received through the method prescribed by a2i, develop and deploy necessary solutions.
- c) Develop new reports as per new requirements based on existing DB Schema.
- d) Enhance and/or re-arrange existing feature of extended development of any supplementary feature within the existing technology framework complying with core SRS.
- e) Support & Maintenance will cover fixing all bugs and system errors as and when identified by the system users.
- f) Support and improve Role-wise credential system incorporation for better user role management.
- g) 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.
- h) The hired and assigned IT personals for support & maintenance must be regular employees of the vendor company

3.6.2 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.

3.6.3 MULTI-LAYERED SUPPORT FROM VENDOR:

Vendor will provide multi-layered user support which will cover following activities (but not limited to):

Layer 1 Support from Vendor:

- Attain Phone Calls, checking e-mails
- List problems and initial troubleshooting
- Classify problems

Layer 2 Support from Vendor:

- Issues investigate
- Update Issue Tracking Tool(CRM)
- Escalate issues to 3rd Level

Layer 3 Support from Vendor:

- Bug Fixing: Source Code Modification, DB structure Change
- Transactional Data Fixing
- Wrong activities corrections
- Systems Monitoring

- 3rd level issues investigate and resolve and necessary Change Management.
- Regular System Maintenance

3.7 CAPACITY MANAGEMENT:

Contracted vendor will ensure capacity management that will include the following:

- Vendor will develop technical and operational manual to operate and manage the platform.
- Vendor will develop comprehensive risk matrix before launching new service in order to determine the impact;
- Vendor will collaborate developing SLA with relevant parties which will create a win-win environment both for vendor and other stakeholders in long term.
- Vendor will prepare guideline and standard practice and will facilitate training programs for technical experts for system integration and further development of service delivery process.
- Vendor will provide resource person, training material & training for capacity development in collaboration with a2i. Venue, logistics and invitation will be managed by a2i.

3.8 WORKSHOP & TRAINING PLAN:

Vendor is required to have extensive and long-term workshop and training plan incorporating both on-site and off-site (online) training for different types of users and maintenance staff. The success of Digital Filing largely depends on the successful implementation and user acceptance which is not easy to achieve without engaging and familiarizing the users with the system via training. Sufficient operational training and assistance during the initial stage of implementation is the key to the success of Digital Filing.

Vendor will arrange several workshops with judiciary officials and will conduct a number of user acceptance testing. The trainings by the vendor will be organized before the UAT of the delivered software modules as per delivery schedule. The timing will be determined by a2i as per convenience of the stakeholders. To bring the large user base into the regular usage of Digital Filing, we keep provision for both onsite and offsite training programs.

- Onsite Training: Onsite training programs will be conducted physically at the stakeholders' premises by inviting the trainee participants to the stakeholders' premises. The onsite trainings will be arranged at the organizational offices. Several number of batches will be enlisted for the onsite training which is subject to further analysis.
- Off Site Training: Offsite training programs will be conducted virtually from the stakeholders' premises by distant training software (e.g. Zoom, Skype, Facebook Live, YouTube Live, etc.) online via the internet. The offsite trainings will be arranged by the organizational stakeholders and the institutional stakeholders. Several number of batches will be enlisted for the offsite training which is subject to further analysis.
- Self-training: For this type of training, no in-person training will be given. But the user manual (document, video, etc.) will be provided. The mass users such as all staffs and employees of judiciary system across the country will fall into this category of training. Self-training may be taken any time in the year by the relevant users as the materials and self-training environment will be available with the developed system.

3.10 TERRITORY:

The software and technology assets developed under this contract will be exclusive to Bangladesh Judiciary and vendor cannot use or re-use the same for other purpose within this country for other agency or out of Bangladesh for any other purpose.

3.11 EXIT PROCESS:

During the contracted period, there will be a technical team at procuring entity side who will be engaged to gather knowledge on both the technology and operation of the platform. Once contract is expired and platform is delivered, that team will undertake the platform. Supreme court and a2i will jointly work on that to take over the responsibility. Until Supreme court is taking over sole responsibility of this technology, a2i, on behalf of Govt of Bangladesh and UNDP will handle this technology after expiry of the contract.

4. TECHNOLOGY SPECIFICATION

The vendor will follow any 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 Judicial Portal platform. Technology Specification may change in real-time based on the context of the project and future trend.

- Common data platform
- Open Source PHP Framework
- Service consumption/expose through BNDA
- Rule-based authorization support for SSO
- Bootstrap, jQuery and Ajax for best UX
- MySQL or any other open source RDBMS
- Redis, Memcache, CDN or Varnish for caching and faster data delivery
- Must ensure load balancing for scalability and failover for high availability of service endpoints
- Code Version Controlling using GIT or Bit bucket in private mode
- Future technology change, iterative prototyping and agility in framework design are the generic expectation

5. SECURITY

The Digital Filing's authentication and permission system needs to be robust to ensure highest level of security. The following measures should be taken to prevent any kind of security breach:

- No invalidated input should be accepted in any web forms – all incoming data should be validated, checked and purified before acting on that. This should cover both data integrity and user access level.
- URL restriction should be tight. The system should recognize a logged-in user with proper rights and only present the part of the system that falls within his/her authorization scope. Furthermore, trying to access a URL by guessing should also be prohibited.
- The admin panel URLs of the portals should be protected (only known to administrators and relevant personnel) and separate from the well-known portal URLs. The communication between the user's browser and the administration panel should be SSL encrypted to prevent data hijacking through network protocols.

- All kinds of password in the system should be hashed using one-way algorithm and salts should be used to strengthen the hashing mechanism. Also, passwords should never be emailed to any user.
- User sessions and cookies should be re-generated each time they log in. Also, session and cookies should be uniquely generated.
- In case of any system failure or error condition, no sensitive information (ex: database credential) should be displayed on the site. All kinds of errors should be suppressed and logged and should only be accessible by the administrators with proper rights.
- No system level file/information should be accessible throughout the web browser. The system should never allow executing direct files.

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

6. Duration of the Assignment & Termination of contract

- Total Duration of the assignment is 15 Months.
- Selected Vendor will have to sign separate SLA and Non-disclosure agreement as part of the core agreement for these 15 months.
- In case of termination, vendor will transfer technology knowledge and provide maintenance and support for three months.

7. Deliverables and schedule:

The following outputs will have to be delivered within a maximum period of 15 months after signing the contract requiring the following deliverables:

SI	Deliverables	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15
D1	Inception report															
D2	Deployment of Digital Filing System															

D3	Enhancement of the Deployed Base System														
D4	Development of Mobile Application														
D5	Integration with other Platform/System														
D6	Infrastructure Administration														
D7	Maintenance, Support and Change Management														
D8	Post-Hosting Support														
D9	Capacity Management and Technology Transfer														
D10	Workshop and Training														
D11	Security Testing														
D12	Load Testing														

Payment Schedule

The following outputs will have to be delivered within a maximum period of 15 months after signing the contract requiring the following deliverables:

SI	Deliverables	Milestone	% of Payment of total Amount
D1	Inception report	15 Days of signing the contract	20%
D2	Deployment of Digital Filing System core technology platform with necessary customization	2 months of signing the contract	20%
D3	ToT, System Deployment, testing and Pilot	4 months of signing the contract	15%
D4	Development of Mobile Application and System implementation	6 months of signing the contract	15%

D5	Integration with other Platform/System and Infrastructure administration	9 Months of signing the contract	10%
D7	Maintenance, Support and Change Management	12 Months of signing the contract	10%
D8	Maintenance, Support and Change Management	15 Months of signing the contract	10%

8.2. Team Composition

Minimum Eligibility of Team Composition:
Team for development and enhancement.

Sl.	Position	Minimum No of person	Qualification
1.	Project Manager	1	i) Minimum academic requirement is graduation in Computer Science and Engineering/ICT preferable having a degree from a reputed University ii) Minimum 3 years of experience in managing large scale IT projects with a total of 10 years of experience in ICT industry iii) Past experience in leading such an assignment role including software design and development preferable in Bangladesh government IT projects
2.	Software Architect	1	i) Minimum graduate degree in any relevant discipline from a reputed University ii) Minimum 3 years of experience in any government domain related to Public Service Delivery with total 7 years of system analysis experience in corporate field
3.	System Analyst	1	i) Minimum graduate in Computer Science ICT/CSE/Software Engineering or any other relevant Science disciplines ii) must have minimum 2 years of profound experience in the field of Software architecture design and analysis with a total of 7 years' experience in ICT industry
4.	Development Lead - Web	1	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Minimum 5 years of experience in application development and design with a total of 7 years of experience in ICT industry
5.	Software Engineer - Web	3	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University ii) Must have minimum 3 years of profound experience in the field of web-based software programming/coding/scripting for ICT based application or Software development.
6.	QA & Test Engineer	3	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Must have minimum 05 years of profound experience in the field of software Quality assurance in application.
7.	UI Expert	1	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Must have minimum 03 years of profound experience in the field of

			android apps design and developing or programming.
8.	Mobile App Developer	3	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Must have minimum 05 years of profound experience in the field of iOS and or android apps design and developing or programming.
9.	Infrastructure Manager	1	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Must have minimum 05 years of profound experience in the field of infrastructure management.
10.	Technical Writer	2	i) Minimum graduate in any discipline from any University. Must have proficiency in English. ii) Must have minimum 03 years of profound experience in technical documentation writing.
11.	Help Desk Executive	3	i) Minimum graduate in any disciplines from any University ii) Must have minimum 02 years of profound experience in the field of helpdesk or call center

Additional Team Composition for infrastructure management, change management, maintenance and support:

Sl.	Position	No of person
1	Network Administrator	1
2	System Administrator	1
3	Database Administrator	1
4	Network Engineer	1
5	NOC Lead	1
6	NOC Support Engineer	3

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

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

Technical Proposal Envelope:

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

Financial Proposal

(Must be submitted separate and password protected)

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

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP-BD-2021-002		

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

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

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP-BD-2021-002		

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 (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP-BD-2021-002		

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

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

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

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

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken
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Bidders may also attach their own Project Data Sheets with more details for assignments above.

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

Financial Standing

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

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

- ☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:
- a) 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:	RFP-BD-2021-002		

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

NAME OF PERSONNEL	[INSERT]
POSITION FOR THIS ASSIGNMENT	[INSERT]
NATIONALITY	[INSERT]
LANGUAGE PROFICIENCY	[INSERT]
EDUCATION/ QUALIFICATIONS	[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]
	[INSERT]
PROFESSIONAL CERTIFICATIONS	[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]
	<ul style="list-style-type: none"> ▪ NAME OF INSTITUTION: [INSERT] ▪ DATE OF CERTIFICATION: [INSERT]
EMPLOYMENT RECORD/ EXPERIENCE	[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]
REFERENCES	[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

Position	Minimum no. of Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
Team Composition: development and enhancement				
Project Manager	1			
Software Architect	1			
System Analyst	1			
Development Lead - Web	1			
Software Engineer - Web	3			
QA & Test Engineer	3			
UI Expert	1			
Mobile App Developer	3			
Infrastructure Manager	1			
Technical Writer	2			
Help Desk Executive	3			
Team Composition: infrastructure management, change management, maintenance and support				
Network Administrator	1			
System Administrator	1			
Database Administrator	1			
Network Engineer	1			

NOC Lead	1			
NOC Support Engineer	3			
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

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

Table 4: Breakdown of Price per Deliverable/Activity

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

FORM H: FORM OF PROPOSAL SECURITY

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

To: UNDP

[Insert contact information as provided in Data Sheet]

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]