

*United Nations Development Programme*



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# **REQUEST FOR PROPOSAL**

**Hiring a firm for Development & Maintenance of Judicial Service  
Delivery Platform (Enhancing & Integrating Judicial Dashboard, Portal, Cause-list)**

RFP No.: RFP-BD-2021-003

Project: Aspire to Innovate (a2i)

Country: Bangladesh

Issued on: 16 February 2021

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## SECTION 1. LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form
- 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](mailto: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 16, 2021**

Approved by:



Name: Krishna Raj Adhikari

Title: Senior Operations Manager

Date: **February 16, 2021**

## SECTION 2. INSTRUCTION TO BIDDERS

<b>A. GENERAL PROVISIONS</b>	
<i>1. Introduction</i>	<p><b>1.1</b> Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p><b>1.2</b> 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><b>1.3</b> As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). 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>
<i>2. Fraud &amp; Corruption, Gifts and Hospitality</i>	<p><b>2.1</b> UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p><b>2.2</b> 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><b>2.3</b> In pursuance of this policy, UNDP  (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;  (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p><b>2.4</b> All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a></p>
<i>3. Eligibility</i>	<p><b>3.1</b> 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><b>3.2</b> It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p><b>4. <i>Conflict of Interests</i></b></p>	<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"> <li>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;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <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"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <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>
<p><b>B. PREPARATION OF PROPOSALS</b></p>	
<p><b>5. <i>General Considerations</i></b></p>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p><b>6. <i>Cost of Preparation of Proposal</i></b></p>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>

7. <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: 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.
12. <i>Proposal Security</i>	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall

	<p>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> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <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>
<b>13. Currencies</b>	<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> <p>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</p> <p>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.</p>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the 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> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p>



	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <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>
<b>15. Only One Proposal</b>	<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"> <li>f) they have at least one controlling partner, director or shareholder in common; or</li> <li>g) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>h) they have the same legal representative for purposes of this RFP; or</li> <li>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;</li> <li>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</li> <li>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.</li> </ul>
<b>16. Proposal Validity Period</b>	<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>
<b>17. Extension of Proposal Validity Period</b>	<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>

<p><b>18. Clarification of Proposal</b></p>	<p><b>18.1</b> 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><b>18.2</b> UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p><b>18.3</b> 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>
<p><b>19. Amendment of Proposals</b></p>	<p><b>19.1</b> 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><b>19.2</b> 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>
<p><b>20. Alternative Proposals</b></p>	<p><b>20.1</b> Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p><b>20.2</b> If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<p><b>21. Pre-Bid Conference</b></p>	<p><b>21.1</b> 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>
<p><b>C. SUBMISSION AND OPENING OF PROPOSALS</b></p>	



	<ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</li> <li>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.</li> <li>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.</li> <li>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: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></li> </ul>
23. <i>Deadline for Submission of Proposals and Late Proposals</i>	<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>
24. <i>Withdrawal, Substitution, and Modification of Proposals</i>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. <i>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>

<b>D. EVALUATION OF PROPOSALS</b>	
26. <i>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>
27. <i>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> <ol style="list-style-type: none"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
28. <i>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 this stage.</p>
29. <i>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> <ol style="list-style-type: none"> <li>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;</li> <li>They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>They have a record of timely and satisfactory performance with their clients.</li> </ol>
30. <i>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</p>

	<p>achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>31. <i>Due Diligence</i></p>	<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"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> </ul>

	f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. <i>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>
33. <i>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 is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. <i>Nonconformities, Reparable Errors and Omissions</i>	<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"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
35. <i>Right to</i>	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or



<i>Accept, Reject, Any or All Proposals</i>	all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. <i>Award Criteria</i>	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. <i>Debriefing</i>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. <i>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.
39. <i>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.
40. <i>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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. <i>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 <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. <i>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 <a href="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&amp;action=default">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&amp;action=default</a>



43. <i>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.
44. <i>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.
45. <i>Vendor Protest</i>	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: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
46. <i>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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">bulletin ST/SGB/2006/15</a></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><b>Will be Conducted</b>  <b>Time: 11.00 AM (BD local Time);</b>  <b>Date: February 22, 2021 11:00 AM</b></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><a href="https://undp.zoom.us/j/88378571205?from=addon">Join Zoom Meeting</a>  <a href="https://undp.zoom.us/j/88378571205?from=addon">https://undp.zoom.us/j/88378571205?from=addon</a></p> <p>The UNDP focal point for the arrangement is:  <b>RFP-BD-2021-003</b></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"> <li>▪ Bank Guarantee (See Section 8 for template)</li> <li>▪ Certified Check</li> </ul> <p><b><u>(Please submit Hard copy to the UNDP Finance before the submission deadline and upload scan copy with the e-tender submission)</u></b></p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows:

			Percentage of contract price per day of delay: 0.5% Max. number of days of delay 15, after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar Local currency BDT  (Conversion rate: UNORE 84.71)
11	31	Deadline for submitting requests for clarifications/ questions	February 22, 2021
12	31	Contact Details for submitting clarifications/questions	<p>Address: UNDP Bangladesh, IDB Bhaban, Dhaka E-mail address dedicated for this purpose: <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a> <b><u>Attn. Queries– RFP-BD-2021-003</u></b></p> <p><i>This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.</i></p> <p><i>Any delay in UNDP's response shall be <b>not</b> used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</i></p>
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: <a href="http://www.bd.undp.org/content/bangladesh/en/home/operations/procurement.html">http://www.bd.undp.org/content/bangladesh/en/home/operations/procurement.html</a></p>
14	23	Deadline for Submission	<p><b>Date: March 4, 2021 4:30 PM Bangladesh Time Zone</b> <b>Time: 4.30pm (Local Time)</b></p> <p>Date and Time: As specified in the system (note that time zone indicated in the system is Eastern Daylight time zone).</p> <p>PLEASE NOTE: -</p> <ul style="list-style-type: none"> <li><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></li> </ul>

			<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>
14	22	Allowable Manner of Submitting Proposals	e-Tendering
15	22	Proposal Submission Address	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> <b><u>BU: BGD10; Event ID: RFP-21-003</u></b>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Password for financial proposal <b><u>must</u></b> not be provided to UNDP until requested by UNDP</li> </ul> Max. File Size per transmission: <b>not exceeding 45 MB</b>
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively
18		Expected date for commencement of Contract	April 1, 2021
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  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>  <b>Special Conditions</b>  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

		<p>the "Contractor"), on the other hand agree to the following Special Conditions which amend the UNDP General Conditions of Contract, 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><b>MUST BE COMPLETELY SEPARATE</b></u> and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. <u><b>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password.</b></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
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	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
<b>Other</b>	<ul style="list-style-type: none"> <li>• Registered entity with Register of joint stock &amp; companies (RJSC) in Bangladesh.</li> <li>• Must have valid and up to date Trade license/ Register of joint stock &amp; companies (RISC) registration (if applicable), TIN certificate, VAT Identification Number, Updated Income Tax Payment Certificate</li> </ul>	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

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

<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	<ul style="list-style-type: none"> <li>• Minimum 05 years of experience in ICT business as a registered company/entity in Bangladesh</li> <li>• The vendor must have experience of working with government/judicial digital data and contents within last three (03) years.</li> </ul>	Form D: Qualification Form
<b>Financial Standing</b>	<ul style="list-style-type: none"> <li>• Minimum Average Annual Turnover is minimum BDT 15 million (USD 177,074.73) in last 03 years</li> <li>• Last 03 years audited Financial Report.</li> </ul> <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	250
	<b>Total</b>	<b>70</b>

Criteria	Weight	Max. Points
<b><u>Technical</u></b>	700	
<b>1. Overall experience and Expertise of the organization/Firm</b>		<b>150</b>
1.1: Experience of design, development and implementation experience of large scale enterprise software solution for Government of Bangladesh/ any other Corporate Sector related to whole-of-the Government or whole-of-the sector Public Service within last 2 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 10,000+ Users, 1 TB+ Database and 1TB+ Content related to citizen/public service management at Government/Corporate sector		40
1.3: Experience of developing any portal platform that connects citizen service delivery systems or experience of developing portal that connects public access points in last 3 years. System URL and information of current usage of the system need to be submitted.		35
1.4 Organizational Commitment to Sustainability <ul style="list-style-type: none"> <li>Organization is compliant with ISO 14001 or ISO 14064 or equivalent – (16.67)</li> <li>Organization is a member of the UN Global Compact – (4.14)</li> <li>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)</li> </ul>		25
<b>2. Methodology proposed in the technical proposal</b>		<b>300</b>
2.1: Demonstration/Description with proof of the system in place to be customized for the project along with understanding of the assignment & proposed solution design		100



2.2: Technical approach, Architecture and methodology of the customization, development, deployment and maintenance support work		60
2.3: Proposed staffing and work plan with detailed staff engagement schedule		50
3.7 Proposed plan for Maintenance and Change Management of the solution		50
3.8 Proposed plan for Infrastructure support and operation management.		40
<b>3. Expertise of Key personnel</b>		<b>250</b>
3.1: Relevant experience of Project Manager		30
3.2: Relevant experience of Sr. System Analyst		20
3.3: Relevant experience of Senior Developer/Programmer		30
3.4: Relevant experience of Developer/Programmer		30
3.5: Relevant experience of Senior Mobile App Developer (Android)		20
3.6: Relevant experience of Senior Mobile App Developer (iOS)		20
3.7: Relevant experience of Solution Architect		20
3.8: Relevant experience of Database Administrator		20
3.9: Relevant experience of Other Personnel in the proposed team as mentioned in the ToR		60

## SECTION 5. TERMS OF REFERENCE

### 1. BACKGROUND OF THE WORK:

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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, Aspire to Innovate Programme, A2i has brainstormed an idea to introduce a centralized judicial service delivery platform enhancing the availability of all Government Judiciary Services in a single container.

In Bangladesh, most of the people are not aware enough about laws, legal rights, rules & regulations and procedures that's why they are facing undue difficulties at every step of getting justice. Besides, the judicial system of Bangladesh is relatively inaccessible for the vast majority of the people. Vulnerable groups, including the poor, women and children, ethnic minorities, and people with disabilities face particular exclusion. At this digital age, by using the power of Internet through the websites or portals information and knowledge easily shall be shared.

The existing Judicial portal will be designed to enhance judicial efficiency and transparency, deliver better judiciary services in terms of the citizen's choice, options and rights and overcome the huge backlogs. It will provide easy and ready access for the disadvantaged, women and the disabled. It will become the mother of all portals as far as the judiciary is concerned turning into a repository of all the information & Services. Consequently, the portals of the Supreme Court, district courts and other judicial institutions and organizations' will be connected to this one, saving time and money. The central Judicial service delivery Platform with complete management system will bring all the courts websites and web portals as well as all judiciary related e-services under one umbrella with decentralized management options, Cause list management and a powerful role based judiciary dashboard that leads towards the goal of Digital Bangladesh.

This initiative will establish a strong judiciary information and service delivery ecosystem with mobile first strategy. The target of this platform is to ensure accessibility, accountability, sustainability, scalability, reliability of judiciary information and services and accelerate user satisfaction with their hand-held devices.

### 2. OBJECTIVE OF THE ASSIGNMENT:

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The overall objective of the assignment will be the followings:

- To enhance existing judicial portal in such a way so that it can act as a single point of access of all judicial information and services as well.
- To design and develop Judicial Service Delivery Platform so that citizen can easily access judiciary information along with relevant services from the portal
- To incorporate immersive features in Judicial Information & Service Portal to establish interoperability and data sharing among all the court websites and to ensure all judicial services from single window.
- To improve user experience by incorporating advanced features in cause list management system and integrate it with judiciary relevant systems and services as well.
- To develop cause list system for the lower judicial level.
- To Improve case monitoring activities and information flow from the policy makers and senior officials of the judicial hierarchy up to field level by developing a role based advanced judiciary dashboard.
- To establish mobile first strategy in e-judiciary system, by developing mobile application for both android and iOS platforms which will be introduced as a judicial information and service access gateway.

- To achieve the highest level of user satisfaction by ensuring smooth operation with quality Maintenance and proactive support services for Judicial Service Delivery Platform.

3. SCOPE OF WORK

The Scope of work of this assignment will cover the following areas: Platform Development & Enhancement with integration scope, Mobile Application Development, Infrastructure Management, Support & Maintenance

3.1 PLATFORM DEVELOPMENT & ENHANCEMENT

Vendor will work for design, development and enhancement of Judicial Service Delivery Platform features. Here vendor will have to work with four sections under Platform Development and Enhancement which are: Judicial Information & Service Delivery Portal, Cause-List Management, Role Based Judiciary Dashboard and Master Mobile Application: “myCourt” App Development.

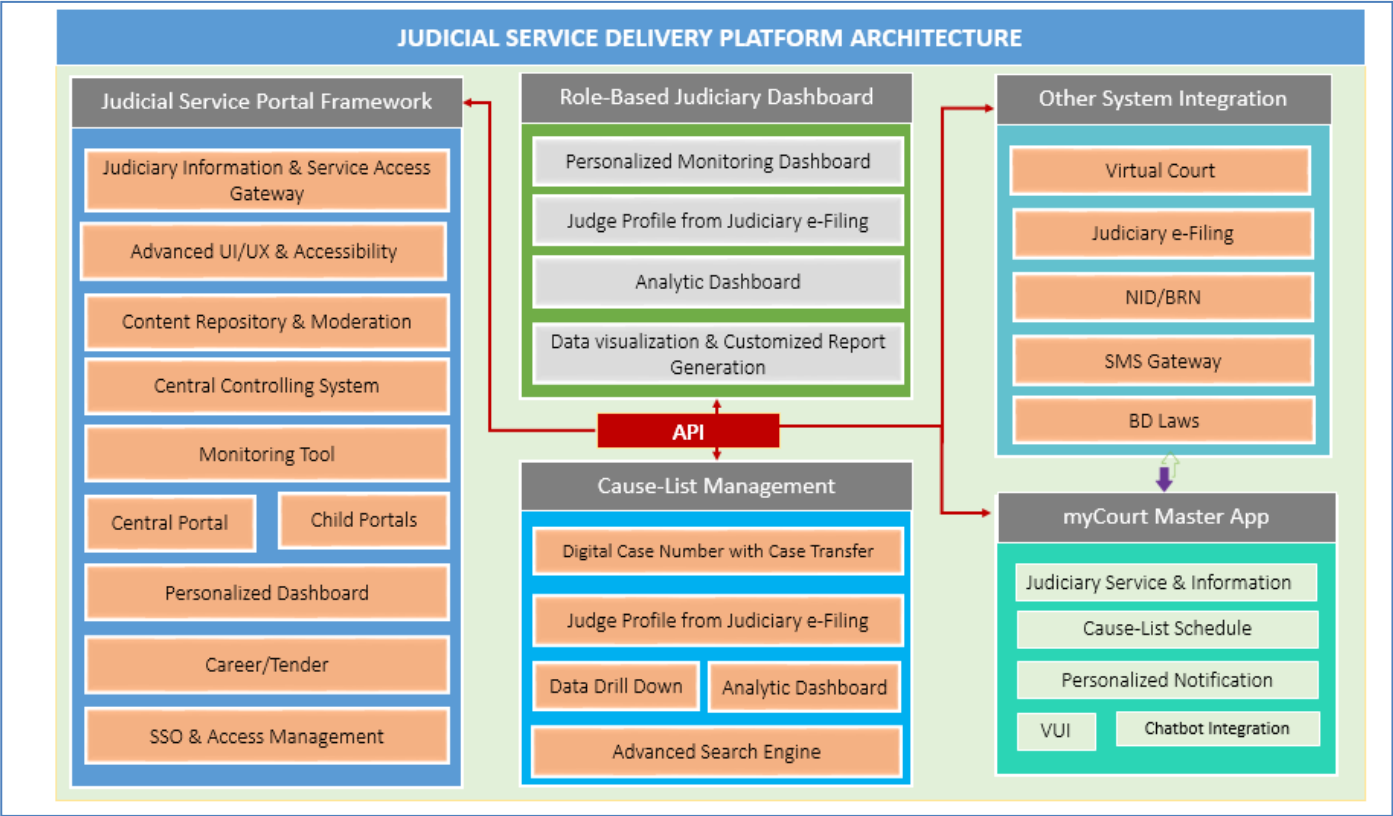


Figure: Judicial Service Delivery Platform

3.1.1 COMMON FEATURES FOR JUDICIAL SERVICE DELIVERY PLATFORM:

**UI/UX Design & Development:** Judicial Service Delivery Platform user interface is needed to redesign according to a number of perspectives. All the Portals under Judicial Information & Service Portal Framework are needed to be organized and segmented in terms of Supreme Court, Subordinate Court, Tribunals, Zilla, Upazilla and so on which is subject to further analysis. Judicial Service Delivery Platform need sequential

classification of information leading to attaining desired judiciary services with strong search engine covering all the sites. Vendor will design and develop Judicial Service Delivery Platform in such a way that all portals can be customized according to their organizational point of view.

- Vendor will develop a wireframe by conducting continuous research and analysis regarding judiciary services of Bangladesh in collaboration with a2i and relevant stakeholder.
- Vendor will arrange expert UI/UX teams, Domain Expert, Concern judiciary officers and Relevant Stakeholders in collaboration with a2i and continuously analyze portal from user perspectives.
- Thus, the above-mentioned team will bring out an advanced and user-friendly blueprint of Judicial Portal which will be developed gradually for the web platform.

Well-planned organization of the content, links and navigational features, along with use of better user interface improve the layout and design of Judicial Portal. Judicial Portal must have a consistent design to be able to appeal to the citizen/customer. Vendor will work to achieve consistency the portal.

**Advanced Search Engine Incorporation:** Vendor will develop an advanced searching facility for the users of Judicial Service Delivery Platform through which users will be able to search their target Portal information, Case related information within a minute. This advanced feature will increase the user-friendliness of the portal to a great extent.

**Search Engine Optimization:** All the portals under Judicial Service Delivery Platform will be Search engine optimized to get high performance in search engine listings. For example, the portal content & URL should be SEO friendly; pages should have proper meta information in html contents, canonical issues. In a word, vendor will continuously work for improving all the portals under Judicial Portal Framework to increase their visibility for relevant searches. The better visibility they have in search results, the more likely they will be able to serve the citizen.

**Accessibility:** Citizens around our country are rapidly adopting to smart phone so that the amount of mobile traffic is increasing everyday very rapidly. Keeping this in mind, the portals and systems under Judicial Service Delivery Platform are needed to be responsive to all tablets and mobile devices as the portals will be accessible in variable screen sizes.

- **Disability Access:** If Judicial Service Delivery Platform is ill-equipped to provide information and services to handicap citizen, it will fail in its attempt to reach out to as many people as possible. Vendor will work for Disability access features offered through Judicial Portal which will not only ensure increased take-up of the portal, but also makes the portal a more universal media.
- **Voice User Interface:** The voice interface will help users with the ability to search for queries on the web platform with a voice command. User will search for their necessary judiciary service-related information through their voice command.

**SSO & Access Management:** Single Sign On feature will allow a user to access multiple separate judiciary platforms with their own one set of login credentials. This consolidated login experience will empower e-judiciary platforms to work together, saving costs and reducing unnecessary delay. Maintaining system and protocol, vendor will be responsible for introducing a middleware-based architecture to simplify the integration of legacy systems within judiciary platforms.

Judicial Service Delivery Platform will integrate SSO features for CMS Users as well as judiciary relevant user. They will login into Judicial Portal Backend with single sign on of any other relevant e-judiciary system.

**Chatbot Integration:** Judicial Service Delivery Platform chatbot will provide our users with all the government judiciary related documents and requirements. It will be built to answer all their FAQ in a conversational interactive way and assist them to avail the Judicial services as well as use the system in a convenient way.

### 3.1.2 JUDICIAL INFORMATION & SERVICE PORTAL FRAMEWORK:

Already there is a developed Judicial Portal Platform ([www.judiciary.org](http://www.judiciary.org)). In this version, vendor will work for

the below mentioned areas in the existing judicial portal to ensure improved access, enhanced quality of judicial services and convenient information as well as judicial service access.

**Judiciary Information & Service Access Gateway:** Vendor will design and develop this Judicial information and Service Portal in a well-planned manner which will proactively promote relevant different types of judiciary services and information in Judicial Portal platform for relevant user based on their previous service consumption, location, profession etc. Citizen will be able to access all judiciary legal contents of BD Laws through this system which contains all Acts of Parliament, Ordinances and President's Orders.

The Portal will analysis the individual user of Judiciary system and then it will intelligently advertise relevant services with necessary information for them. This portal will basically act like a one stop judiciary service accessing medium of all other e-judiciary systems.

**Personalized Dashboard:** Each relevant user of judiciary system will be able to registration and login into the system. After proper registration in the system they will get a personalized dashboard. In the Dashboard there will be list of their availed services, schedule of their cases, cause-list date etc.

**Central Controlling System:** Vendor will develop a provision of central controlling system from where all portals will be managed and monitored centrally.

**Content Management & Moderation:** There will be provision for proper content approval for different portals to maintain the quality of content. Portal managers will ensure the quality of content and the contents will be updated in a periodic manner through necessary approval procedure.

**Monitoring Tool:** Vendor will work for design and developing a central monitoring tool for the Judicial Information & Service Portal framework which will generate different types of reports including content-type wise view, user group, geo-location, demographic user, new court engagement according to month, quarter, year, new user engagement in Judicial Portal platform. In Portal, there will also be facility for report generation in terms of particular area, court etc.

**Career/Tender:** Vendor will work for design and developing a career as well as tender module where all types of tenders (EOI, RFP) will be show-cased. There will also be provision for publishing different types of Recruitment Circular from relevant offices and Law and Justice Division.

**CMS User Dashboard:** CMS User will login into Judicial Information & Service Portal Backend with their credentials. They will be responsible for Content Management and User management. They will manage the content type, theme and Portal. Government Officials will get notification through their Dashboard after a particular interval of time for updating their site information.

There will also be provision for tracking and monitoring for Higher management to check that officials are updating their sites on regular basis. There will be provision for security monitoring to identify possible disturbance, performing periodically backup operations as well as resolving issues including missing portal links, Image Paths, Data & File uploading issues. In case of negligence, higher management will be able to send email to particular officers. This dashboard should indicate different portal management parameters' summary statistics for better management view of the system. This should include the uptime statistics of the portals, the web analytics of the visitors of the portals, content frequency warnings, number of contents on the portals, frequently searched keywords.

### 3.1.3 CAUSE-LIST MANAGEMENT:

Among all services in judiciary Cause-list is one of the most important elements for citizen. From the court management perspective, it is also important to share detailed Cause-list to all relevant stakeholders at daily basis. Judicial portal Cause-list Management will serve as a single window to share this cause lists to all relevant stakeholders and citizens. Vendor will be responsible for adding Supreme Court and High Court in this Cause-list Management system.

Vendor will enhance the existing cause-list management system in such a way so that it can cover the

following areas:

**Integration Scope of Cause-list Management:** Vendor will be responsible for integrating judiciary e-Filing system with Cause-list system in such a way so that if any new bail order or hearing date is issued in judiciary e-Filing system or any other relevant platform, it will automatically be published in Cause-List System as well. If the order is changed or modified at virtual court end, Cause-List System will simultaneously be reflected. It indicates that ultimately, there will be no facility of data entry in cause-list management rather it will pull data from systems and make it visual in the cause-list system. Those courts who don't use digital system will be given interfaces to input data for a predefined time. But, later all have to come under judiciary e-Filing system Role-based Judiciary Dashboard which will be enhanced with immersive features will be Integrated with this cause-list Management so that officials can monitor the status of cause lists from their role-based judiciary dashboard.

**Case transfer:** Vendor will be responsible for creating the provision of transferring the cases among the courts in Cause-list Management system.

**Digital Case Number:** Each case will have a unique digital number by following the standard guidelines of Bangladesh Judiciary System which is subject to further analysis.

**Case History:** In existing Cause-list system, there is no provision of tracking Case history. Vendor will be responsible for keeping the history of each case.

**Bulk Entry Management:** The selected vendor needs to develop a bulk cause-list upload and management system for the cause-list management Platform. Through this officer will be able to upload multiple cause-lists at a time without any hassle.

**Notification Management:** Notification interface will allow citizens to receive notification (Email, SMS) regarding their cause-list schedule. Beside the default settings CMS users will have option to set notification on/off, frequency change and priority configuration and configure the way notification is received (email, system and SMS). Platform will have several types of notification system with configurable user group like proactive notification, configurable push notification, and auto notification for case status, users query and so on.

**User Dashboard:** Judiciary officers will be able to view the followings through their Dashboard of Cause-List Management system ():

- Total number of running cases & their details
- Summary report
- Cause-list Schedule of next week/month/quarter
- Status of each cases with case history
- Account settings

**Advanced Searching:** There will be provision for viewing latest update of cause-list for citizen as well as judiciary officers. Case Status can be searched by various options like Case Number, Party Name, Filing Number, Relevant Act of the Case and Case Type. Initial search result of case status is displayed with Case Number and names of parties. User will be able to search cause-list through their mobile number, case number etc. which is subject to further analysis.

### 3.1.4 ROLE BASED JUDICIARY DASHBOARD:

Vendor will enhance the existing monitoring dashboard in such a way so that it can cover the following areas: Vendor will work to design and implement a Dynamic role-based and configurable Judiciary Dashboard with clear, concise, indicator-based judiciary information. Behind the development of Judiciary Dashboard, the most important aspect is to find out the most valuable judiciary services and information regarding different cause-list or cases in terms of impact at first. And later user can see the detail through clicks which take from a summary overview to a more detailed view of the data.

There will be integration between e-Filing system and judiciary dashboard so that Judiciary officials (Judges

etc.) can have access to the role-based judiciary officer dashboard with their existing profile of judiciary e-filing system.

This Dashboard will be the single point of data entry of the Judicial Service Delivery Platform. This Dynamic Dashboard will display number of cases currently running, number of cases already settled, number of cases kept adjourned and other information based on client requirement for a specific time period. The information displayed in the dashboard may vary for each user another under different jurisdiction.

- Summary report
- Case information of individual court
- Cause-list details with case history (Details + Summary report)
- Case status, pending cases, closed cases

- **Dashboard for Judges:**

Vendor will be responsible for designing and developing a dashboard which will be used by different judges all over the country. They will go under continuous research and development to identify the relevant analytical reports for management and define reporting template accordingly. Following features will be available in the proposed dashboard ():

- System will auto generate cause-list summary reports in an interval of three months.
- Judges will be able to edit and update their profile information such as name email id phone number date of birth national ID number etc.
- Summary reports will be generated according to: Total Cases, Current Cases, and Disposed Cases.
- Judges will be able to view all cases status with case history in terms of week, month, quarter, year. Case data will be shown in different types of chart such as: pie chart, histogram, bar chart, line chart etc.
- The system will have option to select chart type where user wants to generate based on case type.
- There will be provision for different types of searching criteria in dashboard which includes: Date-wise Search, Court-wise Search, Location-wise Search, Case Category wise search and so on which are subject to further analysis.
- Judges will be able to preview and print the customized reports as and when necessary through their dashboard. They can save it also for future demand.
- There will be provision for different types of searching criteria which includes: Date-wise Search, Court-wise Search, Location-wise Search, Case Category wise search and so on which are subject to further analysis.

In Judiciary dashboard, there will be facility for getting desired data, creating a spreadsheet, generating and designing the report, and sharing the report with any other judiciary officials through email in an automatic manner.

- **Dashboard for Court Staff:** Vendor will be responsible for designing and developing dashboard for court staffs. Following features will be available in the proposed dashboard ():

- Court staff will be able to edit and update their profile information such as name email id phone number date of birth national ID number etc.
- Court staff will get facility of uploading cause list details with predefined field from their dashboard.
- Court staff will be able to upload bulk cause list details in the system through their dashboard. There may be provision for importing cause list files with their details in Excel format or other any recommended format.
- Court staff will be able to view different types of analytical report regarding total number of cases with each case details and so on.

- They will have facility to edit/update any case information with proper approval of senior management.
- **Analytic Dashboards:** Analytic dashboard will create a provision for generating different types of customized reports which may include the following ():
  - Court-wise, District-wise, Zila-wise customized report
  - Total number of cause-list with summarized reports of each cases.
  - Summations, averages, percentages calculation of different category-wise cases
  - Trends of cases in terms of geo, citizen behavior, age, gender etc.
  - Hierarchical Filter and Dynamic Text Boxes/Images with Information Tool Tips which enable users to add specific explanations or additional information to the selected text boxes and images.
  - Advanced level Data drill down facility for role-based user dashboard.
  - Facility of Integrating all Cases data sets with their data sources into one place for data exploration.

### 3.2 MOBILE APPLICATION DEVELOPMENT:

#### MASTER MOBILE APP: MYCOURT APP

Citizens around the country are rapidly adopting smart phone and significant portion of them are under third or fourth generation mobile internet coverage. myCourt app will act as a one stop access mediums of Judiciary services for the citizen to access all government services online irrespective of devices, time and location.

myCourt App will enable both citizen and government judiciary officials to receive and render all judiciary e-services from a common single application.

Mobile App user will be able to have guidelines of e-judiciary service consuming procedure from the app. Again they will be able to get various types of judiciary information.

Vendor will be responsible for developing myCourt app in both android and iOS platform keeping below mentioned issues () in mind:

##### **Judiciary Officer Perspective:**

- Judiciary Officials will be able to login into myCourt app with their credentials and find the latest information about judiciary services in the myCourt App.
- Judges and Lawyers as well as all judiciary officials will be able to get notification regarding today's cases through the mobile Application.
- Bail bond order issued from virtual court and status of other judiciary e-files can be viewed from this mobile application.
- Judge/Lawyer can save cases of interest in the app. This helps them to create and manage personalized Portfolio of their cases or Personal Case Diary for further use.

##### **Citizen Perspective:**

- The App will provide information related to Cases filed in the Supreme Court, High Court, Subordinate courts, District Courts etc. around the whole country.
- Citizen will be able to access all judiciary legal contents of BD Laws through this myCourt App which contains all Acts of Parliament, Ordinances and President's Orders.
- Here, citizen will be able to search and find necessary for cause-lists through advanced searching criterion.
- Case Status can be searched by various options like Case Number, Party Name, Filing Number, Relevant Act of the Case and Case Type. Initial search result of case status is displayed with Case Number and names of parties.
- Citizen will be able to view current case status and with the entire history of the case from the App. Here, Case Details will be shown with the information of Case Type, Filing Number, Filing Date etc. Case Status will be shown with the information of First Hearing Date, Next Hearing Date, State of



Case, Court Number and Designation of Judge. There will be provision for "History of Case Hearing" which will show entire history of the case from first date of hearing to current date of hearing as well as business record.

### 3.3 INTEGRATION SCOPE OF JUDICIAL SERVICE DELIVERY PLATFORM:

Vendor will work for the following integration points ():

- Integrate all other judiciary service delivery platform (Cause-list Management, Dashboard, MyCourt, BD Laws) is developed/provided by a2i within project timeline
- Integrate to the following systems (): NID, BRN, etc.
- Integration between Cause-list & Judiciary Dashboard
- SMS Gateway integration

### 3.4 INFRASTRUCTURE MANAGEMENT:

Vendor will be responsible for managing the infrastructure deployed for Judicial service delivery 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.

**High Performance:** Each of the portals should be able to handle thousands of concurrent visitors and should be able to render simple pages within 5 seconds or less. Visitors of the portals should not feel any lag in response time when they are browsing through different sections of the portals.

The portal framework should make use of the possible techniques from the following list:

- Minimize HTTP requests
- Use of Content Delivery Network (CDN)
- Use far-fetched Expire Headers
- Compress text content using Gzip
- External CSS/JS, plus separate host for storing them
- Minimizing CSS/JS
- Properly configured ETags
- Optimize Images / Use CSS sprites
- Proper placement of CSS/JS

**Highly Optimized Database:** The portal databases are needed to be highly optimized and normalized so that performance stays high as the data volume increases. Starting with an efficient database design makes it easier for team members to write high-performing application code and makes the database likely to endure as applications evolve and are rewritten.

**High Scalability:** The portal framework will be scalable in order to sustain more and more users as it grows. Judicial service delivery Platform is going to handle a large volume of information as well as large number of user in the following days. To handle this large amount of data, vendor need to pay a great effort on infrastructure management of Judicial service delivery Platform. Vendor needs to handle these issues for ensuring smooth service of this platform.

- Identifying average number of users (named / anonymous)
- configure web server.
- configure database server.
- user management both in server and database
- configure user authorization and authentication.
- database backup.
- asset backup

- database migration
- Log management
- Handling maximum number of concurrent users
- Calculating Average Time Between Page Requests
- Transaction Time
- Workload Conditions
- Average Session Time
- Search Engine Factors
- User activities (navigation steps per time unit)
- Continuous monitoring & implement caching mechanism in different layer.
- intra server troubleshooting
- configure caching server

**High Availability:** The portals should have a very high availability rate. There should be real-time monitoring of server health and in case of any trouble, backup servers should be available to continue providing services as needed.

- 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.

Vendor needs to arrange a proactive infrastructure team to handle all infrastructure related issues continuously for ensuring smooth service of this platform across the country

- Configure necessary Staging & Production server.
- Continues server monitoring sizing and tuning.
- Maintain system uptime as per standard SLA.
- Keep planning backup schedule for DB content and ensure its repository at client specified Data Center.
- Security: Protection & security of content, hosting environment, servers, network elements, access & network must be ensured.
- Ensure senatorial usage of data bandwidth capacity, assessment of data load.
- Mirror hosting: To be introduced as a full proof measure and can be done in collaboration with a2i nominated agency.
- Ensure Instant Modular expandability option of cloud computing resources using cloud resource control & configuration panel.
- Ensure Instant Internet IP address & bandwidth increase & expansion ready arrangement to accommodate scalability, user growth & integration to other systems.
- Ensure System software back-up at DR site.
- Assist & coordinate with A2i team to upload the content, application & DB. A2i would have full administrative control.
- Monitor user experience of IP & Suggest performance development requirements supported by analysis & findings of such monitoring.
- Provide Version Control Solution, User Feedback Recording System, Incident Management Mechanism, CMS & DB tuning services for the aforesaid systems.

- Internet resource availability: Readily available IP address pool and adequate Internet Bandwidth with instant enhancement option should be readily available.
- Provision for scalable VMs, distributed Database system and accommodation for data mining space and database space for other required data stations needed for business intelligence data storage [MySQL/MariaDB].

### 3.5. MAINTENANCE & SUPPORT, CHANGE MANAGEMENT AND SIZING OF THE SERVICE PLATFORM

#### 3.5.1 MAINTENANCE OF THE PLATFORM:

The selected vendor has to provide proactive maintenance and support services that will cover the followings areas:

- Continuous monitoring of query execution in Database, tuning database and tuning codes & queries to minimize response time.
- Fixing all bugs in the system irrespective of its nature and complexities.
- Enhance and/or re-arrange existing feature of extended development of any supplementary feature within the existing technology framework complying with core SRS.
- Updating training manual adjusting the changes in the system.
- Adjust and update system in compliance with any security test, load test or IT audit conducted by the client.
- Judicial Service Delivery Platform (Judicial Portal, cause list, Role based dashboard) will need to migrate a large amount of data which includes content type data etc. Again, CMS user data migration will also be included where CMS user pass will remain same after migration. Continuous data accuracy check will be needed to maintain quality of the portal. Vendor will propose an efficient and smooth **Data Migration Plan** with cluster-wise roll-out plan, Data Accuracy Standard briefly in their technical Proposal.

Judicial service delivery Platform User Maintenance & Support features will put users firmly at the center and help portal architects by organizing all the necessary information and services around use patterns and habits.

- Vendor will design a smooth maintenance plan which will be strictly maintained. Continuous user support can be provided online through integrated chat or email programs through vendor. Vendor will follow support ticketing system for maintaining the portal. Again, vendor will continuously assist CMS users with their queries for any difficulties.
- Questions, comments, complaints, and suggestions generated from Judicial service delivery Platform user will provide invaluable feedback to improve the platform. User support team will take notes of these feedbacks and consult with a2i team so that those suggestions can be incorporated to enhance Judicial service delivery Platform performance.
- Vendor will notify users regarding server down issues in advance. If Urgent server maintenance need to be conducted, the users of that server should be notified in advance and informed about the completion of possible work. Again, user will be notified from the system after the completion of server urgent maintenance. If any problems will be observed by the users after maintenance, Server Maintenance Authority will monitor and resolve issues as soon as possible.
- Vendor will develop smooth and efficient audio as well as video tutorial so that portal user can easily update information using content type. These tutorials will be available in the Platform. Vendor will

also design and develop a course based on this issue which will be published in government e-Learning Platform Muktopaath ([www.muktopaath.gov.bd](http://www.muktopaath.gov.bd)).

The vendor must propose a Maintenance Plan starting from development to deployment. Apart from the above-mentioned issues, if vendor thinks any other issue to be included in their plan, it would be considered as added value addition

### 3.5.2 MULTI-LAYERED SUPPORT FROM VENDOR:

Vendor will provide multi-layered user support which will cover following activities:

#### **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

### MINIMUM SLA TERMS TO BE COMPLIED:

Vendor needs to comply the minimum SLA Terms & Conditions (subject to further discussion) during Maintenance Period are given below:

- Deploying dedicated Support Engineers 9AM to 9PM (without Holiday) to address support issues.
- A service failure or severe degradation when users are unable to access any portal will be treated as **Critical Issue Level-1** and vendor should response immediately that will not exceed 12 hours (subject to the discussion).
- A partial service failure or mild degradation when bug is creating significant impact to existing portal or application integration will be treated as **Critical Issue Level-2** and vendor should response immediately that will not exceed 24 hours (subject to the discussion).
- General Issues when uses are able to access all portal will be treated as **Critical Issue Level-3** and vendor should response immediately that will not exceed 24 hours (subject to the discussion).

### 3.5.3 BACK-END PROCESSING SYSTEM AND MONITORING:

The vendor is also requested to submit propose their smooth, efficient and effective Back-end Processing System and Monitoring in this technical proposal which will include following ()

- Design and develop back-end processes and process monitoring tools.

- Enable System Admin users to configure and schedule the back-end process.
- Ensure proper monitoring of the back-end processes and necessary notifications

Apart from the above-mentioned issues, if vendor thinks any other issue to be included in their plan, it would be considered as added value addition

#### 3.5.4 POST DEVELOPMENT:

The vendor is requested to submit propose their smooth, efficient and effective Post Development plan in this technical proposal which will include following ()

Continuous health check of Database, tuning database, tuning codes & queries and mitigating the issues.

- Recording, managing reporting issues and user level application related technical problems received through the method prescribed by a2i, develop and deploy necessary solutions.
- Updating training manual adjusting the changes in the system.
- Fixing all bugs in the system irrespective of its nature and complexities.
- Provide active operational support to update system in compliance with Digital Signature incorporation and respective changes by the government.
- Support management software must be used, tokenization, date etc. should be documented
- Developing, recording and reporting change documents, source code management and version management.

Apart from the above-mentioned issues, if vendor thinks any other issue to be included in their plan, it would be considered as added value addition.

#### 3.5.5 POST-HOSTING SUPPORT:

The vendor requested to submit propose their smooth, efficient and effective Post-Hosting Support plan that will include the following ():

- Regular database tuning and application configuration support to hosted environment.
- On-demand accountable consultancy support to Data Center in terms of Data Backup Scheduling, Back-end service execution.

Apart from the above-mentioned issues, if vendor thinks any other issue to be included in their plan, it would be considered as added value addition

### 4. TECHNOLOGY KNOWLEDGE TRANSFER:

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 commit a plan for data, support of Judicial Portal, data maintenance and development handover. A set of guidelines will be provided by the vendor so that any standard resource will able to take over a task when it is required.
- 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 service providers' vendors, technical experts for system integration and further development of service delivery process through Judicial Portal.
- Vendor will contribute in developing user support groups both Human and machine by conducting

training for Human support and by assisting AI support assistant learning process.

#### 4.1 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 commit a plan for data, support of judicial service delivery platform, data maintenance and development handover. A set of guidelines will be provided by the vendor so that any standard resource will be able to take over a task when it is required.
- 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 and Respective Authority.

#### 4.2 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 Judicial Portal 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 Judicial Portal.

Vendor will plan for arranging necessary workshop as and when necessary. The preparation of workshop may include: Workshop Plan, Venue Finalization, Hand out/ Training Manual, Batch-wise Workshop, Stakeholder Communication, Hands-on Training in workshop and so on. Vendor will submit a brief and sustainable workshop plan in their proposal.

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.

Vendor needs to keep in mind that they will have to consider Types of Users, System Modules, Number of Users, Number of Batches, Per Batch Training, Time (hours), Total Training Time (hours), Training Mode and Venue, Comments and so on in their training plan.

<b>Workshop/Training Name</b>	<b>Objective</b>	<b>Number of workshops to be conducted</b>
<b>Requirement Analysis Workshop</b>	<ul style="list-style-type: none"> <li>• To collect requirements for the Judiciary Service Delivery Platform</li> <li>• To collect idea and decision from Domain Expert of Judiciary System</li> <li>• To identify and finalize scope of works from the mitigate level.</li> <li>• To align IT team to communicate with stakeholders in a language they understand.</li> </ul>	02
<b>UI/UX Workshop</b>	<ul style="list-style-type: none"> <li>• To specify the new design of Judiciary Service Delivery Platform user interface in collaboration with judiciary stakeholder as well as UI/UX experts.</li> <li>• To arrange expert UI/UX teams, Domain Expert, Concern judiciary officers and Relevant Stakeholders in collaboration with a2i through a workshop for taking decisions regarding UI/UX issues.</li> </ul>	01
<b>Supreme Court IT Team</b>	<ul style="list-style-type: none"> <li>• To handover the system to Supreme Court IT Team and transfer necessary technology knowledge accordingly.</li> <li>• To brief the overall system using procedure for Supreme Court relevant stakeholders with providing necessary user manual (audio,video,pdf etc.)</li> </ul>	01
<b>Workshop for User Acceptance Testing</b> <ul style="list-style-type: none"> <li>• Judicial Information &amp; Service Portal</li> <li>• Cause-list Management</li> <li>• Role based Judiciary Dashboard</li> </ul>	<ul style="list-style-type: none"> <li>• To assess the system as-a whole so that it can mitigate the need from all user perspective</li> <li>• To check performance of the whole system (Judicial Information &amp; Service Portal, Cause-list Management, Role based Judiciary Dashboard) in collaboration with relevant judiciary officials.</li> </ul>	02
<b>Capacity Management Orientation Program (TOT)</b> (Participant: 100 From Supreme Court, Lower Judiciary, ICT Division, DOICT Approx. Number of Batch: 03)	<ul style="list-style-type: none"> <li>• To provide a set of guidelines for using the system for judiciary relevant officials.</li> <li>• To transfer technical knowledge for portal user, government official and relevant stakeholders.</li> </ul>	01

## 5. VERSION CONTROL OF THE JUDICIAL PORTAL

The vendor requested to submit propose their smooth, efficient Version Control of the Service Platform that will include the following ():

- Vendor must ensure that all sources are maintained through market leading source repository solution (Ex: Bit Bucket, GitHub etc.)
- The source repository must be regularly used for controlling file and history changes.
- Solution must be upgraded to a new version by fixing bugs, optimizing algorithms and adding extra functions.
- Production instances should get updates should get source directly from repository instead of regular file copy source upload

Apart from the above-mentioned issues, if vendor thinks any other issue to be included in their plan, it would be considered as added value addition.

## 6. 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
- EService bus (Enterprise Service Bus)
- 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
- Kubernetes, for source version control and deployment management.

## 7. SECURITY

The portal framework's authentication and permission system need 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 () Comprehensive Lightweight Application Security Process (CLASP) by OWASP etc.

- The vendor should consider () 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

## 8. 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.

## 9. 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 id 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 expiree of the contract.

## 10. 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-discloser 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.

## 11. DELIVERABLES:

### **D1 Platform Development & Enhancement:**

#### **D1.1 Common Features**

- UI/UX Design & Development
- Advanced Search Engine Incorporation:
- Search Engine Optimization:
- Accessibility
  - o Disability Access
  - o Voice User Interface
- SSO & Access Management
- Chatbot Integration

#### **D1.2 Judicial Information & Service Portal Framework**

- Judicial Information & Service Access Gateway
- Personalized Dashboard
- Central Controlling System
- Monitoring Tool
- Career/Tender
- CMS User Dashboard

#### **D1.3 Cause-List Management**

- Integration with Judiciary e-Filing system, Judiciary Dashboard and relevant judiciary existing & upcoming system
- Case transfer
- Digital Case Number
- Case History
- Bulk Entry Management
- Notification Management
- User Dashboard
- Advanced Searching

#### **D1.3 Role Based Judiciary Dashboard**

- Personalization
- Graphical Representation
- Court-wise customized Report
- Dashboard for Judge
- Dashboard for Court Staff
- Analytic Dashboard
- Integration Scope

#### **D1.4 Master Mobile App: myCourt App**

- Android Version
- iOS Version

#### **D1.5 Integration Scope**

- Integration among Role based Judicial Dashboard, Cause-list & Judicial Information & Service Portal
- Integration with Judicial e-Filing
- Integration with BD Laws

- Integration with virtual Court

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

#### **D2 Training:**

##### **D2.1 Training Service**

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

##### **D 2.2 Knowledge Transfer and Internal Capacity Building of various User**

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

##### **D 3.1 System Maintenance and User Support Service**

- Continuous online support for the user over phone and e-mail services for the period of 15 months.
- Query collection, analysis and preventive action
- Content Management

##### **D 3.2 Infrastructure Support Service**

- Security Test Service after development
- Load Test Service after development
- Server patch update as required
- configure user authorization and authentication
- Regular database tuning
- Configure web server and database server
- Schedule Backup

##### **D 3.3 Change Management and Version Control**

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

### **DELIVERABLE SCHEDULE:**

<b>Deliverable</b>	<b>Milestone</b>	<b>Timeline</b>
<b>Role Based Judiciary Dashboard</b>	<b>Role Based Judiciary Dashboard (v1)</b> <ul style="list-style-type: none"> <li>• Personalization</li> <li>• Graphical Representation</li> <li>• Court-wise customized Report</li> </ul>	3 Months
<b>Documentation</b>	<ul style="list-style-type: none"> <li>• Inception Report</li> <li>• SRS Submission (Version I)</li> <li>• SEO Report Submission</li> </ul>	
<b>Judicial Information &amp; Service Portal</b>	<b>Judicial Information &amp; Service Portal (v1)</b> <ul style="list-style-type: none"> <li>• Judiciary Service Access</li> <li>• Personalized Dashboard</li> <li>• Central Controlling System</li> <li>• Monitoring Tool</li> <li>• CMS User Dashboard</li> </ul>	

<b>Causelist Management</b>	<b>Causelist Management (v1)</b> <ul style="list-style-type: none"> <li>• Integration with Judiciary e-Filing system and relevant judiciary platform</li> <li>• Bulk Entry Management</li> <li>• Notification Management</li> <li>• UI/UX development</li> <li>• SSO Management</li> <li>• Digital Case Number</li> <li>• Case History</li> </ul>	6 Months
<b>myCourt Master Mobile App</b>	<b>myCourt Master Mobile App (v1)</b> <ul style="list-style-type: none"> <li>• Android</li> <li>• iOS</li> </ul>	
<b>Documentation</b>	<ul style="list-style-type: none"> <li>• Maintenance report</li> <li>• SEO Report</li> </ul>	

<b>Deliverable</b>	<b>Milestone</b>	<b>Timeline</b>
<b>Causelist Management</b>	Final Version of Cause-list Management after user Feedback Accumulation, User Acceptance Testing	9 Months
<b>Role Based Judiciary Dashboard</b>	Final Version of Role Based Judiciary Dashboard after user Feedback Accumulation, User Acceptance Testing	
<b>Documentation</b>	<ul style="list-style-type: none"> <li>• SEO Report</li> <li>• Maintenance Report</li> </ul>	
<b>Judicial Information and Service Portal</b>	Final Version of Judicial Information and Service Portal after user Feedback Accumulation, User Acceptance Testing	12 Months
<b>myCourt Master Mobile App</b>	myCourt Master Mobile App (Final Version) <ul style="list-style-type: none"> <li>• Android</li> <li>• iOS</li> </ul>	
<b>Workshop &amp; Training</b>	<ul style="list-style-type: none"> <li>• Workshop &amp; Training for Supreme Court, High Court and Field Level Courts with relevant stakeholders.</li> <li>• Training Guideline &amp; User manual (PDF, Audio, Video)</li> </ul>	
<b>Documentation</b>	<ul style="list-style-type: none"> <li>• SEO Report</li> <li>• Maintenance Report</li> </ul>	

**Report on Continuous SEO, Infrastructure Management, Multi-Layered (Layer-1, Layer-2, Layer-3) User Support & Maintenance Services**

1– 15  
Months

## PAYMENT SCHEDULE

<b>Payment for Deliverables</b>	<b>Billing Milestone</b>	<b>% of Amount</b>
<ul style="list-style-type: none"> <li>Inception Report</li> </ul>	15 calendar Days	20% of total Contracted Amount
<ul style="list-style-type: none"> <li>Judiciary Dashboard (v1)</li> <li>SRS Submission (v1)</li> <li>Quarterly SEO Report Submission</li> <li>Quarterly Infrastructure, Support &amp; Maintenance Report Submission</li> </ul>	3 Months	20% of total Contracted Amount
<ul style="list-style-type: none"> <li>Judicial Information and Service Portal (v1)</li> <li>Cause list Management (v1)</li> <li>myCourt Master Mobile Application (Android &amp; iOS) (v1)</li> <li>Complete SRS Submission</li> <li>Quarterly SEO Report Submission</li> <li>Quarterly Infrastructure, Support &amp; Maintenance Report Submission</li> </ul>	6 Months	20% of total Contracted Amount
<ul style="list-style-type: none"> <li>Final Version of Causelist Management.</li> <li>Final version of Role Based Judiciary Dashboard.</li> <li>Report on Quality Assurance</li> <li>Quarterly SEO Report Submission</li> <li>Quarterly Infrastructure, Support &amp; Maintenance Report Submission</li> </ul>	9 Months	20% of total Contracted Amount
<ul style="list-style-type: none"> <li>Final Version Release of Judicial Information and Service Portal</li> <li>Final Version of myCourt Master Mobile Application (Android &amp; iOS)</li> <li>Report on Quality Assurance</li> <li>Workshop &amp; Training for Supreme Court, High Court and field level Court with relevant stakeholders.</li> <li>Training Guideline &amp; User manual (PDF, Audio, Video)</li> <li>Quarterly SEO Report Submission.</li> <li>Quarterly Infrastructure, Support &amp; Maintenance Report Submission</li> </ul>	12 Months	10% of total Contracted Amount
<ul style="list-style-type: none"> <li>Quarterly SEO Report Submission.</li> <li>Quarterly Infrastructure, Support &amp; Maintenance Report Submission</li> </ul>	15 Months	10% of total Contracted Amount

## 12.ELIGIBILITY CRITERIA (SPECIFIC TO THIS ASSIGNMENT)

This is a national project with utmost importance towards the digital Bangladesh goal so the bidder must prove that they have solid technical background and operational strength to undertake and take this work forward without any hindrances. Bidder must also have adequate technical ability, resources, human resources and processes. The firm/organization will propose the team formation and job responsibilities of the team member in the technical proposal. However, the application requirements are as follows (one Key Person must not propose for more than one position).

As such, following are defined as minimum eligibility criteria:

12.1. For Firm:

As mentioned in section 4.

12.2. Team Composition:

### Minimum Eligibility of key Personnel:

Sl.	Key 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 03 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.	Sr. System Analyst	1	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Minimum 03 years of experience in any government domain related to Public Service Delivery with total 7 years of system analysis experience in corporate field.
3.	Senior Developer/ Programmer	2	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 web-based software programming/coding/scripting for ICT based application or Software development. Same experience for the e-Governance application or Digital Service will be considered as an added skill and expertise.
4.	Developer/Programmer	4	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 web-based software programming/coding/scripting for ICT based application or Software development. Same experience for the e-Governance application or Digital Service will be considered as an added skill and expertise.
5.	Senior Mobile App	1	i) Minimum graduate in Computer Science and

	Developer (Android)		Engineering/ICT or any other relevant Science disciplines from any University. ii) Must have minimum 05 years of profound experience in the field of android apps design and developing or programming.
6.	Senior Mobile App Developer (iOS)	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 iOS Apps Design and developing or programming.
7.	Solution Architect	1	i) Minimum graduate in Computer Science ICT/CSE/Software Engineering or any other relevant Science disciplines. ii) Must have minimum 02 years of profound experience in the field of Software architecture design and analysis with a total of 7 years' experience in ICT industry.
8.	Database Administrator	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 experience in database design and administration with a total of 07 years of experience in ICT industry

**Minimum Eligibility of Other Personnel:**

Sl.	Key Position	Minimum No of person	Qualification
1.	Data Visualization Expert	1	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Minimum 03 years of experience in any government domain related to Public Service Delivery with total 05 years of Data Analysis experience in corporate field.
2.	System Analyst	1	i) Minimum graduate in Computer Science and Engineering/ICT or any other relevant Science disciplines from any University. ii) Minimum 02 years of experience in any government domain related to Public Service Delivery with total 05 years of system analysis experience in corporate field.
3	Security Expert	1	i) Minimum graduate in Computer Science /ICT/CSE/Software Engineering or any other relevant Science disciplines from any University. ii) Must have minimum 03 years of profound experience in the field of Software Security for ICT based application with a total of 05 years' experience in ICT industry
4	Mobile App Developer (Android)	2	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.
5	Mobile App Developer (iOS)	2	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 iOS apps design and developing or programming.

6	UX 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 UX Development.
7	Technical Documentation Expert	2	i) Minimum graduate in any Computer Science or any other relevant discipline. ii) Must have minimum 02 years of profound experience in field of technical documentation
8	QC Expert	2	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 Control in application
9	Maintenance Engineer	2	i) Minimum graduate in Computer Science ICT/CSE or any other relevant Science disciplines from any University. ii) Must have minimum 03 years of profound experience in the field of software Maintenance Service for web & mobile application
10	Infrastructure Expert	2	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 system installation, configuration. iii) Must have experience on large scale data backup and user management system.
11	Integration Expert	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 of different system integration technology on large scale e-government projects.
12	Training Expert	2	i) Minimum graduate in any relevant subject from any University. ii) Must have minimum 02 years of profound experience in the field of user training of web-based application or Software.
13	Support Manager	1	i) Minimum graduate in Computer Science ICT/CSE or any other relevant Science disciplines from any University. ii) Must have minimum 05 years of profound experience in the field of software maintenance support service for web & mobile application
14	Support Engineer	4	i) Minimum graduate in Computer Science ICT/CSE or any other relevant Science disciplines from any University. ii) Must have minimum 02 years of profound experience in the field of software maintenance support service for web & mobile application
15	Helpdesk 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.



**Full Team Composition and Application Requirements:**

Team will be overall responsible for conducting the project. The firm/organization will propose the team formation and job responsibilities of the team member in the technical proposal. However, the application requirements are as follows (one Key Person must not propose for more than one position);

**Team Composition**

<b>SI</b>	<b>Possition</b>	<b>No of person</b>
<b>key Personnel</b>		
1.	Project Manager	1
2.	Sr. System Analyst	1
3.	Senior Developer/ Programmer	2
4.	Developer/Programmer	4
5.	Senior Mobile App Developer (Android)	1
6.	Senior Mobile App Developer (iOS)	1
7.	Solution Architect	1
8.	Database Administrator	1
<b>Other Personnel</b>		
1.	Data Visualization Expert	1
2.	System Analyst	1
3.	Security Expert	1
4.	Mobile App Developer (Android)	2
5.	Mobile App Developer (iOS)	2
6.	UX Expert	1
7.	Technical Documentation Expert	2
8.	QC Expert	2
9.	Maintenance Engineer	2
10.	Infrastructure Expert	2
11.	Integration Expert	1
12.	Training Expert	2
13.	Support Manager	1
14.	Support Engineer	4
15.	Helpdesk Executive	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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ 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"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Financial Proposal Envelope

**(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:	[Insert RFP Reference Number]		

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*

## FORM B: BIDDER INFORMATION FORM

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

## FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

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

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

No	Name of Partner and contact information (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]

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

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

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

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM D: QUALIFICATION FORM

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

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

## Historical Contract Non-Performance

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

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

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

## Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

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

## Previous Relevant Experience

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

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

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

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

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

Financial Standing

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

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

- ☐ 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:	[Insert RFP Reference Number]		

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

### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

### SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

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

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

### SECTION 3: Management Structure and Key Personnel

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



## Format for CV of Proposed Key Personnel

NAME OF PERSONNEL	[INSERT]
POSITION FOR THIS ASSIGNMENT	[INSERT]
NATIONALITY	[INSERT]
LANGUAGE PROFICIENCY	[INSERT]
EDUCATION/ QUALIFICATIONS	<i>[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]</i>
	[INSERT]
PROFESSIONAL CERTIFICATIONS	<i>[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]</i>
	<ul style="list-style-type: none"> <li>▪ NAME OF INSTITUTION: [INSERT]</li> <li>▪ DATE OF CERTIFICATION: [INSERT]</li> </ul>
EMPLOYMENT RECORD/ EXPERIENCE	<i>[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]</i>
	[INSERT]
REFERENCES	<i>[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES]</i>
	REFERENCE 1: [INSERT]
	REFERENCE 2: [INSERT]

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

-----  
Signature of Personnel

-----  
Date (Day/Month/Year)

**FORM F: FINANCIAL PROPOSAL SUBMISSION FORM**

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

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

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

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

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

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

*[Stamp with official stamp of the Bidder]*

## FORM G: FINANCIAL PROPOSAL FORM

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

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

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

**Currency of the proposal:** [Insert Currency]

**Table 1: Summary of Overall Prices**

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

**Table 2: Breakdown of Professional Fees**

Designation	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
<b>key Personnel</b>				
Project Manager	1			
Sr. System Analyst	1			
Senior Developer/ Programmer	2			
Developer/Programmer	4			
Senior Mobile App Developer (Android)	1			
Senior Mobile App Developer (iOS)	1			
Solution Architect	1			
Database Administrator	1			
<b>Other Personnel</b>				
Data Visualization Expert	1			
System Analyst	1			
Security Expert	1			

Mobile App Developer (Android)	2			
Mobile App Developer (iOS)	2			
UX Expert	1			
Technical Documentation Expert	2			
QC Expert	2			
Maintenance Engineer	2			
Infrastructure Expert	2			
Integration Expert	1			
Training Expert	2			
Support Manager	1			
Support Engineer	4			
Helpdesk Executive	3			
<b>Subtotal Professional Fees:</b>				

**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)				
<b>Subtotal Other Costs:</b>				

**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.**

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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]*