

# STANDARD REQUEST FOR PROPOSALS

## PROCUREMENT OF CONSULTING SERVICES

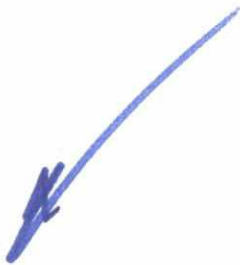
(For value above Nu. 1 million)



Royal Government of Bhutan  
Ministry of Finance



2019



## PREFACE

This Standard Request for Proposals (SRFP) is based on the 2009 Procurement Rules and Regulations of the Royal Government of Bhutan. The SRFP must be used in the Procurement of Consulting Services, and can be used with different selection methods, i.e., quality and cost-based selection (QCBS), selection under a fixed budget (FBS) and least-cost selection (LCS). This document will come into effect from 1<sup>st</sup> July, 2019

To obtain further information on procurement you may contact:

Government Procurement and Property Management Division  
Department of National Properties  
Ministry of Finance  
Royal Government of Bhutan



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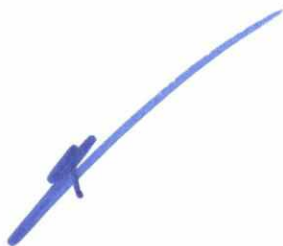


**REQUEST FOR PROPOSALS**  
RFP # OAG/ELMS/2020-21/1299 dated 1<sup>st</sup> February 2021

*Project Name: Enterprise Legal Management System (ELMS)*

*Procuring Agency: Office of the Attorney General (OAG)*

*Title of Consulting Services ELMS System Development*



**NOTICE INVITING TENDER**

The Office of the Attorney General (OAG) invites sealed bid quotations for the development of the following software:

Sl. No.	Name of Goods/Services	Last date of submission	Date & time of tender opening
1)	ELMS System Development	4 <sup>th</sup> March 2021 before 2:30pm	At 3:00 pm on 4 <sup>th</sup> March 2021

The eligible Software Development Consultants with valid trade license can download the complete set of tender documents from [www.oag.gov.bt](http://www.oag.gov.bt) with effect from 1<sup>st</sup> February 2021 or can collect it from the office. The tender shall be addressed to the Attorney General, OAG, Thimphu.

For any enquiry please contact: + 975-2-326889.

  
Lungten Dubgyur  
Attorney General



## SECTION 1: LETTER OF INVITATION

*[Insert Invitation Ref No & Date]*

*[Insert name and address of Consultant]*

Dear Mr/Ms *[Insert name, if known]*

The *[insert name of Procuring Agency]* invites proposals to provide the following consulting services: *[insert name and brief summary of the consulting services assignment, including the period for its execution]*. More details on the services are provided in the Terms of Reference.

This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

*[Insert List of Shortlisted Consultants and delete if EoI is carried out]*

It is not permissible to transfer this invitation to any other firm.

A Consultant will be selected under *[insert Selection Method]* and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan.

The Proposals are to be submitted at the latest by *[insert the date and time of submission]* and the Technical Proposals will be opened on *[insert the date and time of opening]*.

The procedural requirements for responding to this invitation are provided in the complete RFP document, which includes the following:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 – Eligible Countries

Section 7 - Standard Forms of Contract *[select Lump sum Contract or Time-Based Contract]*

Please inform us in writing at the following address:

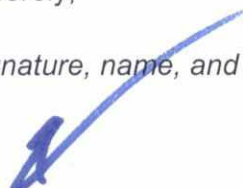
- (a) that you received this Letter of Invitation and RFP; and
- (b) Whether you will submit a proposal alone or in association.

Address for responses:

*[Insert address]*

Yours sincerely,

*[Insert signature, name, and title of Procuring Agency's representative]*



## SECTION 2: INSTRUCTIONS TO CONSULTANTS

### Definitions

- a) **Consultant:** An individual or a legal entity entering into a Contract to provide the required Consulting Services.
- b) **Consulting Services:** Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.
- c) **Contract:** The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Consultant, on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the required Consulting Services.
- d) **Data Sheet:** Such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) **Day:** A calendar day.
- f) **Government:** Royal Government of Bhutan (RGoB).
- g) **Instructions to Consultants (Section 2 of the RFP):** The document which provides the Consultants with all the information needed to prepare their Proposals.
- h) **In Writing:** Communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt.
- i) **LOI (Section 1 of the RFP):** The Letter of Invitation being sent by the Procuring Agency to the shortlisted Consultants.
- j) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; "Local Personnel" means such professional and support staff who at the time of being so provided have their domicile inside Bhutan.
- k) **Procuring Agency:** RGoB agency with which the selected Consultant signs the Contract for the Services.





- l) **Proposal:** The Technical Proposal and the Financial Proposal.
- m) RFP: The Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.
- n) SRFP: The Standard Request for Proposals, which must be used by the Procuring Agency as a guide for the preparation of the RFP.
- o) Services: The work to be performed by the Consultant pursuant to the Contract.
- p) Sub-Consultant: Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- q) Terms of Reference (TOR): The document included in the RFP as Section 5 which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Procuring Agency and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their proposals

## 1. Introduction

- 1.1. The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consulting Services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.
- 1.4. The Procuring Agency will timely provide at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.



## 2. Conflict of Interest

1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.1. The Procuring Agency and the RGoB requires that Consultants provide professional, objective and impartial advice, and at all times hold the Procuring Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be recruited, under any of the circumstances set forth below:

a) Conflicting Activities:

A firm that has been engaged by the Procuring Agency to provide goods, works or services other than Consulting Services for a project, and any of its affiliates, shall be disqualified from providing Consulting Services related to those goods, works or services. A firm hired to provide Consulting Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the firm's Consulting Services for such preparation or implementation. For the purposes of this paragraph, services other than Consulting Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

b) Conflicting Assignments:

A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Agency in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment, or otherwise to provide any other services during the preparatory stages of the assignment or of the project of which the assignment forms a part, shall not be hired for the assignment in question





c) Conflicting Relationships:

- (i) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship within a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency throughout the selection process and the execution of the Contract.
- (ii) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that employs or otherwise engages a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring Agency or has an authority over it also shall not be eligible to be awarded a Contract. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

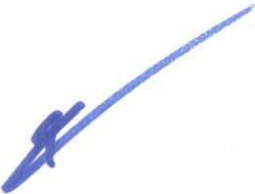
2.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.3. When the Consultant nominates any present or previous government employee as Personnel in its Technical Proposal, such Personnel must have written certification from the Royal Civil Service Commission of Bhutan or their employer confirming that:

- a) they are not current employees of the Procuring Agency, and
- b) they are on leave without pay from their official position, and
- c) they are allowed to work full-time outside of their previous official position.

Such certification(s) shall be provided to the Procuring Agency by the Consultant as part of its Technical Proposal.

2.4. When the Consultant nominates any former employee of the Procuring Agency as Personnel in its Technical Proposal it must ensure, and so certify in its Technical Proposal, that no conflict of interest exists in the scope of the former employee's inclusion within the Consultant's Personnel being proposed to provide the Services.



- 3. Unfair Advantage** 3.1. If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 4. Fraud and Corruption** 4.1. It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.<sup>1</sup> In pursuance of this policy, the RGoB:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"<sup>2</sup> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>3</sup> to influence improperly the actions of another party;
  - (ii) "fraudulent practice"<sup>4</sup> means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "collusive practice"<sup>5</sup> means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice"<sup>6</sup> means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;



1 In this context, any action taken by a Consultant, Sub-Consultant or the Personnel of either of them to influence the procurement process or contract execution for undue advantage is improper.

2 "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of any organizations (including any institutions providing finance for the Services) taking or reviewing procurement decisions.

3 "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

4 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

5 "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempting to establish proposal prices at artificial, non competitive levels.

6 a "party" refers to a participant in the procurement process or contract execution.



- (v) "obstructive practice" means:
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph d below of this paragraph 4.1.
- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
  - c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
  - d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;
  - e) Requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-8 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
  - f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.



- 4.2. Consultants, their Sub-Consultants, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Procuring Agency in accordance with the above sub-paragraph (c) of this paragraph 4.1. Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 4.3. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).
- 5. Origin of Goods and Consulting Services**
- 5.1. Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or
  - by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any imports of goods or services from that country or any payments to persons or entities in that country.
- 6. Only one Proposal per Consultant**
- 6.1. A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.
- 7. Proposal Validity**
- 7.1. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best efforts to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 8. Eligibility of Consultants**
- 8.1. The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for RGoB projects.





8.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the RGoB in the Applicable Regulations.

8.3. In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria as are stipulated for the Consultant.

**9. Restrictions for State-Owned Enterprises**

9.1. State-owned enterprises or institutions may be eligible to compete and be awarded a contract only if they can establish that they:

- a) are legally and financially autonomous
- b) operate under commercial law, and
- c) are not under supervision of the Employer.

**10. Exclusion of Consultant or Sub-Consultants**

10.1 A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:

- a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
- b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
- c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
- d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
- f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
- g) it has been convicted for fraud and/or corruption by a competent authority; or
- h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
- i) he/she has been debarred from participation in public procurement by any competent authority as per law.

10.1. A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:



- a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
- b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
- c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
- d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
- f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
- g) it has been convicted for fraud and/or corruption by a competent authority; or
- h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
- i) he has been debarred from participation in public procurement by any competent authority as per law.

**11. Contents, Clarification and Amendment of the RFP Document**

- 11.1. The RFP document comprises:
- Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Eligible Countries
  - Section 7 - Standard Forms of Contract

11.2. Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 11.4 below;

11.3. Apre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Consultants prior to submission of proposals. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Consultants.





11.4. At any time before the submission of Proposals the Procuring Agency may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all shortlisted Consultants and will be binding on them. Consultants shall acknowledge receipt of all addenda before the final date and time established for the submission of Proposals. To give Consultants reasonable time in which to take an addendum into account in their Proposals the Procuring Agency may, if the addendum is substantial, extend the deadline for the submission of Proposals.

## 12. Preparation of Proposals

12.1. The Proposal, as well as all related correspondence exchanged by the Consultant and the Procuring Agency, shall be written in the language specified in the Data Sheet.

12.2. In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

12.3. While preparing the Technical Proposal, Consultants must pay particular attention to the following:

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture/consortium/association or sub-consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Agency if it wishes to enter into a joint venture/consortium/association with non-shortlisted or shortlisted Consultant(s). In the case of a joint venture/consortium/association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as joint venture/consortium/association leader. In the case of a joint venture/consortium/association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium/association.
- b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Consultant.
- c) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- d) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.



## 13. Language

13.1. Documents to be issued by the Consultant as part of this assignment must be in the language specified in the Data Sheet.

**14. Technical Proposal Format and Content**

- 14.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 14.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 14.3. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 14.4. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 14.5. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**15. Financial Proposals**

- 15.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs (all-inclusive) associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**, and (c) Local taxes.
- 15.2. For assignments with a duration exceeding twelve (12) months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**
- 15.3. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- 15.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

**16. Taxes**

- 16.1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the **Data Sheet**.





## 17. Sealing & Submission of Proposals

17.1. The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

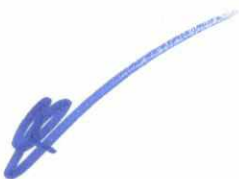
17.2. An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".

17.3. The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 17.6 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.

17.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the reference number and name of the assignment, and with a warning "Do Not Open With the Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "CONFIDENTIAL – Do Not Open, except in the presence of the appointed opening official(s), Before [insert the time and date of the submission deadline indicated in the Data Sheet]". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

17.5. All inner envelopes shall:

- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
- b) be marked "ORIGINAL" or "COPIES"; and



- c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is declared late pursuant to paragraph 16.7 hereunder.

17.6. All inner and outer envelopes shall be sealed with adhesive or other sealant, which will prevent re-opening. The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 11.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

**18. Withdrawal and Substitution of Proposals**

1.1. A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with paragraph 17, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with paragraph 17.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:

- a) submitted in accordance with paragraph 17 above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WiThdraWal" or "SubsTiTuTiOn" and
- b) Received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 17.6.

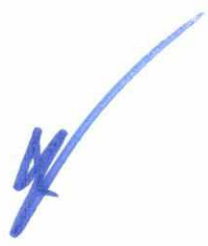
1.2. Proposals requested to be withdrawn in accordance with paragraph 18.1 shall be returned unopened to the Consultants.

18.3. No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the period of Proposal validity specified by the Consultant in its Proposal or any extension thereof. Any such withdrawal shall result in the debarment by competent authority as per law.

**19. Opening of Technical Proposals**

19.1. Immediately after the closing date and time for submission of Proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant.

19.2. The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.





**20. Evaluation to be Confidential**

20.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant's Proposal.

20.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.

20.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.

20.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**21. Evaluation of Technical Proposals**

21.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**22. Public Opening of Financial Proposals (only for QCBS, FBS, and LCS)**

22.1. After the technical evaluation is completed, the Procuring Agency shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

22.2. Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:



- a) name of the Consultant;
- b) points awarded to the Technical Proposal; and
- c) total price of the Financial Proposal.

The prices also shall be written on a notice board for the public to copy

22.3. The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 22.2 above. The minutes shall include, as a minimum:

- a) the assignment title and reference number;
- b) the date, time and place of opening of the Financial Proposals;
- c) the prices offered by the Consultants;
- d) the name and nationality of each Consultant;
- e) the names of attendees at the opening of the Financial Proposals, and of the Consultants they represent;
- f) details of any complaints or other comments made by Consultants' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
- g) the names, designations and signatures of the members of the Proposal Opening Committee.

22.4. The Consultants' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Consultants who submitted Proposals.

### 23. Correction of Errors

23.1. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a partial amount and the total amount, or between words and figures, the formers shall prevail. In addition to the above corrections, as indicated under paragraph 15.1, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

- a) if the Time-Based form of Contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, and
- b) if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.





**24. Conversion to Single Currency**

24.1. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

**25. Combined Quality and Cost Evaluation**

25.1. In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

25.2. In the case of Fixed-Budget Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal within the budget and invite such Consultant to negotiate the Contract. Proposals that exceed the indicated budget will be rejected.

25.3. In the case of Least-Cost Selection, the Procuring Agency will select the lowest proposal among those that passed the minimum technical score and invite such Consultant to negotiate the Contract.

**26. Negotiations**

26.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure to satisfy this requirement may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**27. Technical Negotiations**

27.1. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, any suggestions made by the Consultant to improve the Terms of Reference, and the Special Conditions of Contract. The Procuring Agency and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated into the Contract as "Description of Services". Special attention will be paid to defining clearly the inputs and facilities required from the Procuring Agency in order to ensure satisfactory implementation of the assignment. The Procuring Agency shall prepare minutes of the negotiations, which shall be signed by the Procuring Agency and the Consultant. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.



**28. Financial Negotiations**

28.1. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

28.2. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

28.3. In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.

28.4. Reimbursable costs are payable on an actual expenses incurred basis, and thus shall not be subject to financial negotiation.

**29. Availability of Professional Staff/Experts**

29.1. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional staff will actually be available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**30. Conclusion of the Negotiations**

30.1. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Agency and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant whose Proposal received the second highest combined technical and financial score to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.





**31. Procuring Agency's Right to Accept or Reject Any or All Proposal**

**32. Letter of Intent to Award/Award of Contract**

31.1. The Procuring Agency reserves the right to accept or reject any Proposal, and to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

32.1. The Procuring Agency shall notify the concerned Consultant whose proposal has been selected in writing (as per the format in Section 4-hereafter called the Letter of Intent to award) that the Procuring Agency has intention to accept its proposal and the information regarding the name, address and amount of selected consultant shall be given to all other consultants who submitted the proposal. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the Consultants on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.

32.2. If no consultants submits any complaint pursuant to ITC 34 within a period of ten(10) days of the notice provided under ITC 32.1, after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:

- a) as soon as possible notify unsuccessful Consultants, and
- b) publish a notification of award on the Procuring Agency's website.

32.3. The notifications to all unsuccessful Consultants, and the notification on the Procuring Agency's website, shall include the following information:

- a) the assignment reference number;
- b) the name of the winning Consultant and the total price offered in the Financial Proposal; and
- c) the date of the award decision.

32.4. The time taken to notify unsuccessful Consultants and publish the notification of award on the Procuring Agency's website may in no circumstances exceed fifteen (15) days from the date of the decision to award the Contract to the successful Consultant.

32.5. Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

32.6. Where both the parties do not sign the Contract simultaneously,

- a) The Procuring Agency shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by its duly authorized representatives, with the date of signature;



- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;
- c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
- d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as withdrawal and the provisions of Clause 18.3 shall apply.

32.7. The Consultant is expected to commence the assignment on the date and location specified in the Data Sheet.

### 33. Confidentiality

33.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the RGoB's anti-fraud and corruption policy.

### 34. Complaint and Review

34.1. Any consultant has right to complain if it has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Entity by the provisions of this document. The Complaint shall be submitted in writing to the Employer within ten (10) days from the date of issuance of letter of intent to award. In the first instance, the consultant who submits Proposal shall submit the complaint to the Employer.

34.2. The Head of the procuring agency shall within seven (7) days after the submission of the complaint issue a written decision.

34.3. The consultant may appeal to the Independent Review Body within five (5) days of the decision of the Head of the procuring agency or where no such decision has been taken within fifteen (15) days of the original complaint and the copy of the appeal shall be given to the procuring agency on the same day.

34.4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until the receipt of notification from the Independent Review Body Secretariat.



*[Handwritten signature]*



**35. Debriefing by  
the Procuring  
Agency**

35.1. On the receipt of employer's notification of intention to award referred to in ITC 32, an unsuccessful consultant has three (3) working days to make a written request to the employer for debriefing. The employer shall provide a debriefing to all unsuccessful consultants whose request is received within this deadline.

35.2. Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.

35.3. The employer shall discuss only such proposal and not the proposal of other consultants. The debriefing shall not include:

- a) point-by-point comparisons with another proposal; and
- b) information that is confidential or commercially sensitive to other Consultants.

35.4. The Purpose of debriefing is to inform the aggrieved consultant of the reasons for lack of success, pointing out the specific shortcomings in its proposal without disclosing contents of other proposals.



## INSTRUCTIONS TO CONSULTANTS DATA SHEET

[Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the shortlisted Consultants]

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency: <u>Office of the Attorney General</u> Method of selection: <u>QCBS (Lumpsum Contract)</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes (In different closed envelops, within one outer envelope.)</b> The technical proposal will be opened first and financial proposals will only be opened for those firms qualifying in the technical proposal phase.  The name of the assignment is: <u>ELMS System Development</u>  The scope of the assignment and expected time of its completion are: <b>ELMS System Development with its functional, non-functional and integration requirements as detailed out in TOR is expected to be completed by 31 December 2021.</b>
1.3	A pre-proposal conference will be held: <b>No</b>  The Procuring Agency's representative is: <u>Ms. Deki Zam Dorji</u> Address: <u>Office of the Attorney General, Thimphu, Bhutan</u> Telephone: <u>+975-2-326889</u> Facsimile: <u>+975-2-324606</u> E-mail: <u>dzdorji@oag.gov.bt</u>
1.4	The Procuring Agency will provide the following inputs and facilities: <b>1. Focal Person from OAG for this Project</b> <b>2. Hosting infrastructure for testing ELMS</b>
4.1 e	The consultant shall submit a signed Integrity Pact: <b>Yes</b>
7.1	Proposals must remain <b>valid 60 DAYS</b> days after the submission date, i.e. until <b>4th May 2021</b>
11.2	Clarifications may be requested not later than <b>3 working days</b> days before the submission date.  The address for requesting clarifications is: <b>Project Manager, OAG</b> _____  Facsimile: <u>+975-2-324606</u> E-mail: <u>dzdorji@oag.gov.bt</u>
11.3	A pre-proposal meeting <b>will not be</b> conducted.
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: <b>No</b>





12.3 (b)	<p>[Select one of the following two sentences] The estimated number of professional staff-months required for the assignment is:</p> <p><b>Approximately 9 Months</b></p>													
13.1	Proposals shall be submitted in the following language: <b>English</b>													
14.1	<p>The format of the Technical Proposal to be submitted is: <b>FULL TECHNICAL PROPOSAL (FTP):</b> <b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b> <b>FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY/ COMPONENT</b></p>													
14.5	The format of the Technical proposal to be submitted is: <b>FTP</b>													
15.1	List the applicable Reimbursable expenses in foreign and in local currency: <b>(NOT APPLICABLE, this being a lumpsum contract)</b>													
15.2	A Price Adjustment provision applies to remuneration rates: <b>No</b>													
15.3	Consultant to state local cost in Ngultrum: <b>Yes</b>													
16.1	Information on the Consultant's tax obligations in the Client's country can be found <i>[insert reference to the appropriate official source]</i> .													
17.3	The Consultant must submit the original and <b>two</b> copies of the Technical Proposal, and the original of the Financial Proposal.													
17.6	<p>The Proposal submission address is: <b><u>Attorney General, Office of the Attorney General, Thimphu, Bhutan</u></b></p> <p>Proposals must be submitted no later than the following date and time: <b>2:30pm, 4<sup>th</sup> March 2021 by 2: 30PM</b></p>													
21.1	<p>The 80% technical score will be further divided into the following two sub-categories: a) Technical Capabilities Evaluation Criteria: 50%; and b) Presentation on ELMS System Solution: 30%</p> <p><b>a) Technical Capabilities Evaluation Criteria: 50%</b></p> <table border="1" data-bbox="352 1630 1396 2051"> <thead> <tr> <th data-bbox="352 1630 443 1706">Sl. No.</th> <th data-bbox="443 1630 1182 1706">Criteria</th> <th data-bbox="1182 1630 1396 1706">Points (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1706 443 2051" rowspan="3">1</td> <td data-bbox="443 1706 1182 1783">Specific experience of the firm relevant to the assignment:</td> <td data-bbox="1182 1706 1396 1783" rowspan="2">10</td> </tr> <tr> <td data-bbox="443 1783 1182 1881">Projects with Microservices architecture successfully implemented within last 3 years</td> <td data-bbox="1182 1783 1396 1881">6</td> </tr> <tr> <td data-bbox="443 1881 1182 1980">Legal-related enterprise-level systems implemented successfully in last 3 years</td> <td data-bbox="1182 1881 1396 1980">4</td> </tr> <tr> <td data-bbox="352 1980 443 2051">2</td> <td data-bbox="443 1980 1182 2051">Adequacy of the technical proposal in-line with the Terms of Reference:</td> <td data-bbox="1182 1980 1396 2051">40</td> </tr> </tbody> </table>	Sl. No.	Criteria	Points (%)	1	Specific experience of the firm relevant to the assignment:	10	Projects with Microservices architecture successfully implemented within last 3 years	6	Legal-related enterprise-level systems implemented successfully in last 3 years	4	2	Adequacy of the technical proposal in-line with the Terms of Reference:	40
Sl. No.	Criteria	Points (%)												
1	Specific experience of the firm relevant to the assignment:	10												
	Projects with Microservices architecture successfully implemented within last 3 years		6											
	Legal-related enterprise-level systems implemented successfully in last 3 years	4												
2	Adequacy of the technical proposal in-line with the Terms of Reference:	40												



	Technical approach and methodology	5	
	Proposed system architecture for ELMS	15	
	Concept note for Business Process Management Engine	20	
	Key professional staff qualification and competence:		<b>30</b>
	Project Manager	5	
3	Microservices Solution Architect	5	
	Database Architect	5	
	Technical Team Lead	10	
	Senior Developer	5	
4	Transfer of knowledge (training) program:		<b>10</b>
	Technical knowledge transfer methodology	5	
	Training approach and methodology	5	
5	Engagement of Bhutanese nationals as one of the key developers in the Project		<b>10</b>
<b>TOTAL</b>			<b>100</b>
50% will be considered			
<b>b) Presentation on ELMS System Solution: 30%</b>			
Sl. No.	Criteria		<b>Points</b>
1	System Architecture		<b>40</b>
2	Team Competency		<b>60</b>
<b>TOTAL</b>			<b>100</b>
30% will be considered from here			

4



	The minimum technical score St required to pass is: <u>65</u> Points.
24.1	The single currency for price conversions is Bhutanese Ngultrum (BTN). The source of official selling rates is the Royal Monetary Authority of Bhutan. The date of exchange rates is: <u>NA</u>

7 Consideration may also be given during evaluation to the number of pages submitted as compared to the number recommended under paragraph 3.4 (c) (ii) of the Instructions to Consultants.



<p><b>25.1</b></p>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T</p> <p>= <u>0.8</u> [Insert weight: normally in the range 0.6 to 0.8], and</p> <p>P = <u>0.2</u> [Insert weight: normally in the range 0.2 to 0.4]</p>
<p><b>26.1</b></p>	<p>Expected date and address for contract negotiations: <b><u>25<sup>th</sup> March 2021</u></b></p>
<p><b>32.7</b></p>	<p>Expected date for commencement of consulting services: <b><u>26<sup>th</sup> March 2021</u></b></p>





## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### Checklist of Required Forms

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	For FTP limit up to 40 pages And For STP limit up to 10 pages
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓ If applicable		TECH-7	Drawings/Specifications	
✓	✓	TECH-8	Integrity Pact	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) 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 by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 7.1.
- c) We have no conflict of interest in accordance with ITC 2.
- d) We meet the eligibility requirements as stated in ITC 8, and we confirm our understanding of our obligation to abide by the RGoB's policy in regard to Fraud and Corruption as per ITC 4.
- e) We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;
- f) Except as stated in the Data Sheet, 29, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 14.4 and ITC 29, may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.



We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 32.7 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: \_\_\_\_\_

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

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

*{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}*





## Form TECH-2 (for Full Technical Proposal Only)

### Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B - Consultant's Experience

3. List only previous similar assignments successfully completed in the last [.....] years.
1. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in BTN/ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of ....; }	{e.g., Ministry of ....., country}	{e.g., BTN1 mill/BTN 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government.....": drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., BTN 0.2 mil/ BTN 0.2 mil}	{e.g., sole Consultant}





**Form TECH-3 (for Full Technical Proposal)**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

*{Improvements to the Terms of Reference, if any}*

**B - On Counterpart Staff and Facilities**

*{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*



## Form TECH-4 (for Full Technical Proposal Only)

### Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



## Form TECH-4 (for Simplified Technical Proposal Only)

### Description of Approach, Methodology, and Work Plan for Performing the Assignment

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
  
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  
- c) **Comments (on the TOR and on counterpart staff and facilities)** Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}



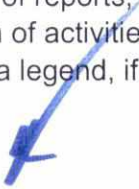


Form TECH-5 (for FTP and STP)

Work Schedule and planning for deliverables

No.	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.





**Form TECH-6  
(Continued)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

---

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/ position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:** \_\_\_\_\_

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---





**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

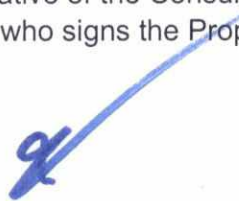
Name of Expert  
Date

Signature

{day/month/year}

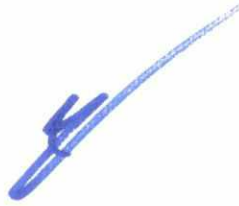
Name of authorized  
Date  
Representative of the Consultant  
(the same who signs the Proposal)

Signature




**FORM TECH-7 DRAWINGS/SPECIFICATIONS**  
**(if applicable)**

*[Provide here a list of drawings and specifications (if any) contained within the Technical Proposal, and annex these hereto.]*



## FORM TECH-8 INTEGRITY PACT

### INTEGRITY PACT

#### 1. General:

Whereas the Head of the Procuring Agency of the Royal Government of Bhutan, hereinafter referred to as the "Employer" on one part, and Business[1] registered with the authority concerned, hereinafter referred to as the "Bidder" on the other part hereby shall execute this pact as follows:

Whereas, the Employer and the Bidder agree to abide by the terms and conditions stated in this document, hereinafter referred to as 'IP'.

This IP is applicable to all contracts[2] related to works, goods and services.

#### 2. Objectives:

This IP aims to prevent all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process <sup>[3]</sup> and contract administration <sup>[4]</sup>, with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

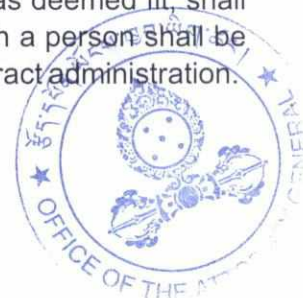
#### 3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

#### 4. Commitments of the Employer:

The Employer commits itself to the following:

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer hereby confirms that its officials shall declare conflict of interest and if any official(s) or his or her relative or associate has a private or personal interest in a decision to be taken by the Employer, those officials shall not vote or take part in a proceeding or process of the Employer relating to such decisions.
- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion of person(s) who breaches or attempts to breach the conditions under clauses 4.1 and 4.2, shall report it to the Employer or the authority concerned.
- 4.4. Following report on breach of conditions under clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings or any other action as deemed fit, shall be initiated by the Employer including criminal proceedings and such a person shall be debarred from further dealings related to the bidding process and contract administration.





5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been breached by the Employer or other bidders, the bidder shall report such breach to the Employer or authority concerned.

6. Sanctions:

For the breach of any of the aforementioned conditions, the bidder/employer shall also be liable for offences under the Chapter 4 of the Anti-Corruption Act 2011 and other relevant rules and laws.

7. Monitoring and Administration:

- 7.1. The respective Employer shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2. The Bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

[1] "Business" means any business, trade, occupation, profession, calling, industry or undertaking of any kind, or any other activity carried on for gain or profit by any person within Bhutan or elsewhere, and includes all property derived from or used in or for the purpose of carrying on such other activity, and all the rights and liabilities arising from such other activity

[2] "Contract" means a formal agreement in writing entered into between the procuring agency and the supplier, service provider or the contractor on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom. The term "contract" will also include "framework contract".

[3] "Bidding process", for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

[4] "Contract administration", for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (place) \_\_\_\_\_ on (date) \_\_\_\_\_

EMPLOYER

BIDDER/REPRESENTATIVE

CID : 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

CID : 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

*{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method
- FIN-4 Re-imbursable expenses



**Form FIN-1**  
**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] which is all-inclusive (including all taxes) {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 7.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address	Amount and Purpose of Commission of Agents Currency or Gratuity
------------------	--

---

---

---

*{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}*

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}





**Form FIN-2 Summary of Costs**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 15.3 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (15.3 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
1. Remuneration				
2. Reimbursables				
3. Taxes				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				

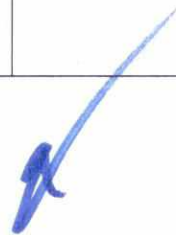
Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 15.3).




### FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
				Total Costs				



## APPENDIX A. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary =

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff,





research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.



# SAMPLE FORM

Consultant:  
Assignment:

Country:  
Date:

## Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) he away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) he factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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



**Consultant's Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client's Country									

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4





### Form FIN-4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

**Legend:**

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.



# STANDARD FORM: LETTER OF INTENT

(Letterhead paper of the Employer)

## Notes on standard form of letter of Intent

This issuance of Letter of Intent is the information of the selection of the Proposal of the successful Consultant by the Employer and for providing information to other unsuccessful Consultants who participated in the Proposal as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITC 28.2 between this letter of intent and letter of acceptance to allow aggrieved Consultants to challenge your decision if they feel they have treated unfairly.

(Insert date)

To:-----[Name and address of the Consultant]

This is to notify you that, it is our intention to award the contract for your proposal dated [Insert date] for provision of (modify as appropriate)-----  
[Insert name of the contract and identification number, as given in the Datasheef] for the Contract Price of-----[Insert name of currency] as corrected and modified[if any corrections] in accordance with the Instructions to Consultant.

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency:-----

CC:

[Insert name and address of all other Consultants who submitted the Proposals]



## SECTION 5. TERMS OF REFERENCE

The vendor shall refer the attached document titled ***Terms of Reference for ELMS System Development v.f. 29 Jan 2021*** for the ToR for ELMS System Development works .





## SECTION 6. ELIGIBLE COUNTRIES

In reference to ITC 5.1 for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 5.1 (a): \_\_\_\_\_ [list country/countries RGoB prohibits commercial relations or state "none"]

Under the ITC 5.1 (b): \_\_\_\_\_ [list country/countries or indicate "none"]

4



## SECTION 7: STANDARD FORMS OF CONTRACT

The standard form of Contract **Annex I: Standard Form of Contract: Consulting Services (Lump-Sum Contract)** shall be signed between the Office of the Attorney General and the bid-awarded consultant on the **25<sup>th</sup> of March 2021**.









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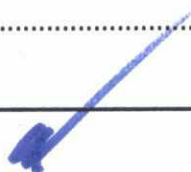






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## Terms of Reference for ELMS System Development v.f. 29 Jan 2021

### Glossary of terms

“Matter” refers to a work matter handled by the OAG that includes cases prosecuted or litigated, legal advice rendered or any legislative drafting undertaken by the OAG.

“File” refers to any file, document or folder with the OAG’s file reference number.

### Acronyms and abbreviations

AFD: Administrative and Finance Division

AS: Application Section

BRD: Business Requirement Document

CMS: Case Management System

CRUD: Create, Read, Update, and Delete

DPS: Dzongkha Proficiency Section

DRD: Drafting and Review Division

ELMS: Enterprise Legal Management System

FCLSD: Financial and Corporate Division

FS: Finance Section

GDH: Government Data Hub

HRS: Human Resource Section

HRPD: Human Resource and Planning Division

HRD: Human Resource Division

IAED: International Affairs and Environment Division

ICTD: Infrastructure Communication Technology Division

ICTIS: Infrastructure Communication Technology Infrastructure Section

JED: Judgment Environment Division

LIA: Legislative Impact Assessment

LSD: Legal Service Division

LS: Library Section

OAG: Office of the Attorney General

OOAD: Object Oriented-Analysis and Design

PS: Planning Section

PS: Procurement Section

PLD: Prosecution and Litigation Division

RS: Research Section

SDC: Software Development Company

SLA: Service Level Agreement

SOC: Separation of Concerns

SRS: Software Requirement Specification

SRP: Single responsibility Principle

SSoT: Single source of Truth

ToT: Training of Trainers

UAT: User Acceptance Testing







## Terms of Reference for ELMS System Development v.f. 29 Jan 2021

### 1. ELMS Project Rationale

- 1.1. The dependence on manual and semi-manual processes of administration and management of matters has greatly affected the efficiency and effective delivery of legal services of the Office of the Attorney General (OAG). The Case Management System (CMS) developed in 2016 for the Prosecution & Litigation Division benefited a small margin of the legal professionals and only served one mandate of the Office. Yet, the CMS still burdened the prosecutors as it required manual data entry of case information that became a hurdle to the efficiency of the prosecutors. Thus, a system that is inclusive of the other mandates, and all the services provided by the Office was necessary.
- 1.2. The solutions currently implemented at the OAG are rudimentary and do not leverage the latest use of technology. Further, the lack of standardized and systemized work processes following the loss of institutional knowledge with many Senior Attorneys leaving the organization has been a challenge in delivering its services efficiently.
- 1.3. There is a need to have a central system that addresses the organization's major business and operational needs. A central system that optimizes the work processes, automates file management, and paper route, and captures institutional memory has become of paramount importance for the OAG.
- 1.4. This central system, henceforth named as Enterprise Legal Management System (ELMS), is the envisioned central system that is Matter centric and has the potential to generate significant efficiency gains through effective management of the OAG's business functions. The ELMS is envisaged to be the next step in providing timely, efficient, and effective services.

### 2. Objective

- 2.1. The purpose of the project is to develop an enterprise-level system to achieve the following objectives:
  - 2.1.1. Enable the OAG to achieve Matter centric collaborations within the divisions and intra-agency (Justice Sector stakeholders) without having to route papers;
  - 2.1.2. Empower the OAG with the electronic routing of work requests for managing its current, and historical Matter information with detailed information tracking, archiving, and knowledge management for all divisions;
  - 2.1.3. Facilitate the precedent cases search and analytics on Matter handled by the OAG (case information, legal advice rendered to the government, drafting and review of bills and delegated legislation, etc);
  - 2.1.4. Interface with the other Justice Sector agencies through Government Data Hub (GDH) for consuming Matter-related data from the data source without having to manually input the data in the system;
  - 2.1.5. Enhance information security and management;
  - 2.1.6. Facilitate institutional knowledge management;







### Terms of Reference for ELMS System Development v.f. 29 Jan 2021

- 2.1.7. Reduce the turnaround time in the delivery of the legal services by the OAG;
- 2.1.8. Facilitate institutional knowledge management; and
- 2.1.9. Reduce the turnaround time in the delivery of the legal services by the OAG.

### 3. Scope of Service

- 3.1. Revalidate the requirements specified in the Business Requirement Document (BRD) provided in the ELMS Business Requirement Document (BRD) section of this ToR and draw up a detailed Software Requirement Specification (SRS) for modular development.
- 3.2. Develop, test, and deploy the ELMS System.
- 3.3. Undertake data integration works to integrate ELMS System with the Justice Sector and other stakeholder agency data sources.
- 3.4. Develop manuals and train the users.
- 3.5. Set up source control for the ELMS System code.
- 3.6. Set up DevOps deployment environment for test and production.
- 3.7. Provide maintenance and support as per the Service Level Agreement that will be drawn at the end of the project contract.
- 3.8. ELMS System Deliverables
  - 3.8.1. Complete and functioning ELMS System.
  - 3.8.2. Adequate System Documentation.
    - 3.8.2.1. The following are the must-haves part of the ELMS System documentation:
      - 3.8.2.1.1. Solution architecture including logical and physical design;
      - 3.8.2.1.2. Database design, including ER diagrams and relational schema, etc.;
      - 3.8.2.1.3. The ELMS System code shall have proper XML comments and use JavaDoc or equivalent tool for code documentation so that the code documentation can be converted into a manual (for the code) for reference;
      - 3.8.2.1.4. The SDC must provide a user manual illustrating the functionality of the system with various user role perspectives; and
      - 3.8.2.1.5. The SDC must setup a WIKI software on the OAG premises. All documents with regards to the ELMS must be uploaded to this WIKI.
  - 3.8.3. Test Plan.
  - 3.8.4. Test Cases.
  - 3.8.5. Unit and load test scripts.

### 4. Service Provided by the Procuring Agency

- 4.1. Focal person for the ELMS project for instant communication.
- 4.2. 1 ICT personnel for long term knowledge transfer.
- 4.3. Servers to host the ELMS and set up source control.





## Terms of Reference for ELMS System Development v.f. 29 Jan 2021

### 5. Review and Monitoring of ELMS Project Deliverables

#### 5.1. Monitoring Project Progress

- 5.1.1. The Software Development Company (SDC) deliverables for the ELMS Project will be monitored by the OAG ELMS Project Team and approved by the Management of the Office.
- 5.1.2. The SDC is required to work closely with the OAG ELMS Project Team for the ELMS System deliverables.

#### 5.2. Review Procedure

- 5.2.1. The SDC shall submit key milestone reports specified in the BRD and the OAG ELMS Project team will validate the achievements.
- 5.2.2. The technical documentation listed in the BRD shall be handed over to the ELMS Project Team in soft or hard copy with Handing-Taking sign off.
- 5.2.3. The Attorney General shall have the authority and the final say in any issue that arises in the project.

#### 5.3. Project Completion Certificate

- 5.3.1. On completion of the work, the ELMS System shall be deployed in the production environment and shall be operational.
- 5.3.2. The Certification of Completion of the ELMS System Development Project shall be granted only after the signing off of the following reports:
  - 5.3.2.1. User Acceptance Test for the respective modules;
  - 5.3.2.2. Passing of system or integrated tests;
  - 5.3.2.3. Project Completion Report.

### 6. Payment Structure

- 6.1. The payment for the works and services will be modular and payment will be released based on the completion of modules as provided in Table 1 below:





## Terms of Reference for ELMS System Development v.f. 29 Jan 2021

Table 1: Work Payment Structure

Sl. No.	Modules	Payment %	Criteria for Payment Release
1	Project Initiation	10%	
2	Workflow Module	20%	<ol style="list-style-type: none"><li>1. The modules should be functional and operational.</li><li>2. Must pass UAT.</li><li>3. Must pass system integration tests and every module deployed should not break the modules previously deployed.</li></ol>
3	Executive Information System Modules	10%	
4	Case Management System Modules and Judgment Enforcement System Module	20%	
5	Electronic Legislative Drafting System Module	10%	
6	Electronic Legal Advisory System Module and Parenting System Module	10%	
8	System Integrations	10%	All the API should be functional and deployed successfully.
9	Retention	10%	Will be released only after the Warranty period is over.
	TOTAL	100%	







## ELMS Business Requirement Document

# ELMS Business Requirement Document

## 7. Overview of the OAG Structure

- 7.1. The OAG is a Constitutional Office with autonomy of function and serves as the legal arm of the executive branch of the Government of Bhutan with the primary mandate to uphold rule of law, provide legal advice and legal representation to the Government. The OAG also performs subsidiary functions as educating legal professionals and conducting dissemination programs in creating legal awareness to the public.
- 7.2. In delivering its legal services effectively and efficiently, the OAG has established three Departments namely:
  - 7.2.1. Department of Justice;
  - 7.2.2. Department of Governance and International Affairs; and
  - 7.2.3. Department of Legal Services.

## 8. Department of Justice

- 8.1. The Department of Justice comprises two divisions:
  - 8.1.1. Prosecution and Litigation Division (PLD); and
  - 8.1.2. Judgment Enforcement Division (JED).
- 8.2. Prosecution and Litigation Division
  - 8.2.1. The PLD comprises of four sections, namely:
    - 8.2.1.1. Anti-Corruption Section;
    - 8.2.1.2. Royal Bhutan Police Section that includes case reports from the Ministries and Agencies;
    - 8.2.1.3. Civil litigation Section; and
    - 8.2.1.4. Women and Child Section.
  - 8.2.2. PLD is the only division vested with the mandate to prosecute and litigate criminal and civil cases on behalf of the State.
  - 8.2.3. The OAG may, by issuing a Power of Attorney, delegate prosecution of a particular case to a legal officer of any government agency or institution who shall act in accordance to the *Office of the Attorney General Act 2015* and its Rules of Procedure for Prosecution and Litigation 2018.
  - 8.2.4. The cases are forwarded to the OAG from investigating agencies namely: The Royal Bhutan Police and the Anti-Corruption Commission, including Ministries and Agencies.
  - 8.2.5. The PLD also mentor's internship programs for law school students and law graduates in the field of prosecution.





## ELMS Business Requirement Document

### 8.3. Judgment Enforcement Division

- 8.3.1. The JED comprises three sections, namely:
  - 8.3.1.1. Anti-Corruption Enforcement Section;
  - 8.3.1.2. Royal Bhutan Police Enforcement Section that includes case reports from the Ministries and Agencies; and
  - 8.3.1.3. Case Record Section.
- 8.3.2. The JED primarily carries out enforcement of judgments through the Anti-Corruption Enforcement Section and Royal Bhutan Police Enforcement Section rendered by various courts on cases prosecuted and litigated by the prosecutors under PLD.
- 8.3.3. The JED executes the Judgment and such other orders rendered by the Courts (Supreme Court, High Court, Dzongkhag Court, Dungkhang Court, Tribunals, and such other agreements executed by officials from PLD in relation to a case) that entail restitution, compensation and the standard enforcement procedure for auctioning off seized properties to enable restitution to the State or the victims.
- 8.3.4. The JED also submits before courts for attachment of additional properties or garnish both movable and immovable properties to realize restitution and compensations.
- 8.3.5. The Anti-Corruption Enforcement Section and Royal Bhutan Police Enforcement Section require to seek a property investigation order, locating defendants, and compensating victims in cases where the defendants are indifferent towards restitution or compensation.
- 8.3.6. The JED also comprises a Case Record Section that maintains a ledger book of the property seized, value estimate, and records of the Property and Judgments enforced and pending besides, maintaining the record of all the closed case files prosecuted and litigated by the OAG.

## 9. Department of Governance and International Affairs

- 9.1. The Department of Governance and International Affairs comprises of two divisions:
  - 9.1.1. the Financial and Corporate Division; and
  - 9.1.2. the International Affairs and Environment Division.
- 9.2. Financial and Corporate Division
  - 9.2.1. The Financial and Corporate Division (FCD) comprises two sections, namely:
    - 9.2.1.1. Financial Legal Service Section; and
    - 9.2.1.2. Commercial Legal Service Section.
  - 9.2.2. The FCD through its Financial Legal Service Section and Commercial Legal Service Section is responsible for providing advice to the State machinery on a wide spectrum of issues such as public finance, financial law including







## ELMS Business Requirement Document

corporate law, foreign direct investment, sole proprietorship, joint venture, and partnerships.

9.2.3. The FCD engages in diligent drafting and vetting of legal instruments such as tender documents for government procurement of goods and services, lease agreements and licenses, loan agreements (financial agreements), and investment agreements.

### 9.3. International Affairs and Environment Division

9.3.1. The International Affairs and Environment Division (IAED) has two sections namely:

9.3.1.1. International Legal Affairs Section; and

9.3.1.2. Environment Section.

9.3.2. IAED is responsible through the International Affairs Section and Environment Section in assisting and advising the Attorney General in rendering legal opinions to the Government and the organs of the State including the departments, ministries, agencies and statutory bodies on international law issues.

9.3.3. The IAED engages in the diligent vetting of international instruments such as International Conventions, Covenants, Treaties, Protocols and Agreements from advising the possible effect on domestic laws, provide if there are any associated instruments on the same subject matter and determine the need for a implementing legislation either by way of amendment of existing laws or enactment of new legislation and is involved in the consultation of drafting of the instrument text in accordance to the Rules of Procedure for Treaty Making 2016.

9.3.4. The IAED may require to initiate any treaty proposal if the Cabinet directs the OAG as a relevant agency to undertake the necessary treaty-making processes, consequently the IAED will have to lead the treaty formulation, negotiations, amendment, and implementation of treaties under paragraph 39 in accordance to Section 8 of the Rules of Procedure for Treaty Making 2016.

9.3.5. The IAED will assist in handling and processing all formal requests for mutual legal assistance as part of rendering an effective and efficient legal opinion to the Government.

9.3.6. In addition, the IAED serves as the central repository of treaties that have been adopted or ratified by Bhutan to maintain information relating to Bhutan's treaty practice.

## 10. Department of Legal Services

10.1. The Department of Legal Services comprises of two divisions:

10.1.1. Drafting and Review Division (DRD); and

10.1.2. Legal Services Division (LSD).







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### 10.2. Drafting and Review Division

10.2.1. The DRD has two sections and one unit namely:

- 10.2.1.1. Drafting Section;
- 10.2.1.2. Review Section; and
- 10.2.1.3. Legislative Impact Assessment (LIA) Unit.

10.2.2. The DRD focuses on the drafting and review of bills and delegated legislations through the Drafting Section, and Review Section upon the directives of the Government.

10.2.3. The LIA unit will conduct the legislative impact assessment where the Government directs/assigns the OAG to draft a bill.

10.2.4. The sponsoring agency is required to send a detailed policy guideline and appoint a drafting instructor to guide the drafters in drafting the bill.

10.2.5. The OAG may also constitute a Law Review Task Force from time to time wherein the DRD is assigned to carry out the Law Review and submit a Report to the Attorney General.

### 10.3. Legal Services Division

10.3.1. LSD has two sections namely:

- 10.3.1.1. Advisory Section; and
- 10.3.1.2. Advocacy Section.

10.3.2. The LSD through its Advisory Section renders legal opinions to the Government on MoUs, and other Governance, Constitutional matters and legislative matters of executive actions. The Advocacy Section provides legal education to legal professionals and dissemination of information of law to the Public.

10.3.3. The LSD is also required to work and collaborate with relevant stakeholders and governmental agencies whenever a task is assigned to the Office to develop Rules of Procedures (SoP), Guidelines, and so forth.

## 11. Secretariat Services

11.1. In addition, the OAG also has Secretariat Services consisting of the Human Resource and Planning Division (HRPD), the Administrative and Finance Division (AFD), and the Information, Communication and Technology Division (ICTD).

11.2. These services function under the direct supervision of the Deputy Attorney General.

### 11.3. Human Resource and Planning Division

11.3.1. Under the HRPD there are three sections namely:

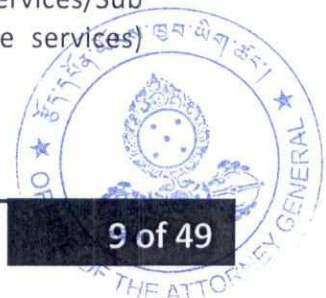
- 11.3.1.1. Planning Section (PS);
- 11.3.1.2. Human Resource Section (HRS);
- 11.3.1.3. Dzongkha Proficiency Section (DPS); and
- 11.3.1.4. Research Section (RS).





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- 11.3.2. The PS plans the activities of the Office.
- 11.3.3. The HRS looks into the Human Resource Development needs of the Office.
- 11.3.4. The DPS assists the Office in translation works and provides training to lawyers and legal assistants in developing proficiency in Dzongkha.
- 11.3.5. The RS focuses on promoting research and development.
- 11.4. Administrative and Finance Division
  - 11.4.1. Under the AFD there are three sections namely:
    - 11.4.2. Finance Section (FS);
    - 11.4.3. Procurement Section (PS); and
    - 11.4.4. Library Section (LS).
  - 11.4.5. The FS is responsible to look after the payments, in proposing budgets for the Office activities and maintains spending records for auditing purposes.
  - 11.4.6. The PS is involved in the process of procurement including the floatation of tender, tender opening, evaluation, and awarding of the Tender.
  - 11.4.7. The LS maintains the library collection of the Office and assists the RS.
- 11.5. Information Communication and Technology Division
  - 11.5.1. The ICTD has two sections namely:
    - 11.5.1.1. ICT Infrastructure Section (ICTIS); and
    - 11.5.1.2. Application Section (AS).
  - 11.5.2. The ICTIS takes care of the ICT infrastructure including the network, servers, computers, and other IT equipment.
  - 11.5.3. The AS looks after the application software and facilitates the office in application usages.
12. Media and Information Service
  - 12.1. Further the Office also has a Media and Information Unit, independent from the Secretariat services and the Departments under the direct supervision and control of the Deputy Attorney General.
  - 12.2. The Media and Information Service Unit facilitates the Press Releases of the Attorney General and the Office to the media.
  - 12.3. The primary role of the unit is to inform the Public, Media, and Press relating to cases prosecuted and litigated by the Office and its other legal services such as dissemination, interventions, and any reforms initiated by the OAG.
13. Parenting Agency
  - 13.1. The OAG is the Parent Agency for all the legal professionals under the Services/Sub Group of Legal Service including Legal professionals (i.e. legislative services) working in the National Assembly and National Council Secretariat.







## ELMS Business Requirement Document

- 13.2. The Office, as a Parent Agency, has established a Working Agencies Legal Office to facilitate the legal professionals working outside the OAG and execute the parenting responsibilities.
- 13.3. The Legal Officers in the Ministries, Agencies and Dzongkhags carry out functions such as prosecution and litigation of cases, drafting of sector-specific bills and delegated legislations, and render legal advice/opinions on matters relating to law, carry out Alternative Disputes Resolutions, guide the investigations undertaken by their working agencies to adhere to the due process of law.
- 13.4. The Legal Officers are required to report to the OAG, as the Parent Agency of any tasks assigned, pending and resolved in their respective working agencies. And similarly, on the progress of the cases delegated to them by issuance of Power of Attorney by the OAG for monitoring purposes.

## 14. Current Business Process of the OAG

- 14.1. The system shall automate the current manual workflow of the OAG but ensure that it can incorporate future changes in the workflow.
- 14.2. Organisation-level Workflow  
The External Agency forwards the Matter (case, legal opinion, or bill and delegated legislation) to the OAG. The letter is received at the Front Desk by the Dispatcher and is put up to the Attorney General after recording the receipt information. The Attorney General then assigns the incoming Matter to the concerned division. The respective divisions carry out the work as per their workflow and puts up the final draft to the Attorney General for approval. Once approved, for Matters pertaining to legal opinion and bill, the signed letter is sent to the concerned agency. And if it's a Matter pertaining to a case, the case is filed in the courts.

The Figure 1 below shows this high-level workflow of current (AS-IS) the OAG business process:







ཚོང་དོན་ཡོངས་ཁྲུབ་ཡིག་ཚང་།  
Office of the Attorney General  
ROYAL GOVERNMENT OF BHUTAN



### ELMS Business Requirement Document

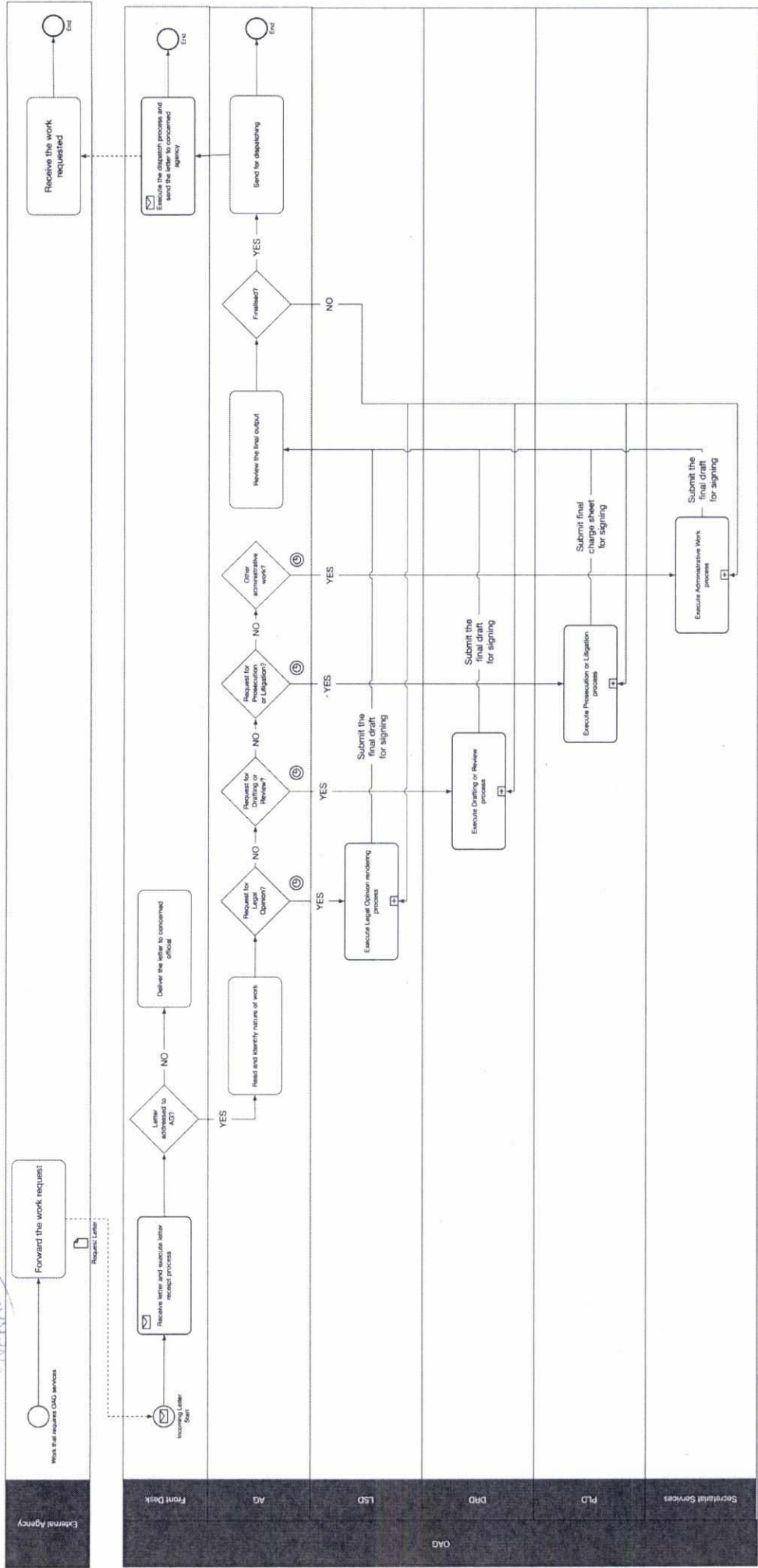


Figure 1: High-Level As-Is Business Process of the OAG



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14.3. The following are the high-level AS-IS workflows of the OAG's three-constitutional mandates:

#### 14.3.1. The Prosecution Workflow

As shown in Figure 2 below, the case is forwarded by Investigating Agencies: The ACC and RBP (including Ministries and Agencies). The case is assigned to the Prosecution and Litigation Division (PLD). The Chief of the PLD assigns it to the Prosecutor depending on their jurisdiction and their workload. The Prosecutor then studies the case and if it's a complex case or corruption case then the case undergoes the Case Screening corpus scrutiny. A case is subject to the Case Screening Corpus or Sub-Corpus (that deal solely on corruption cases forwarded by the ACC) when the concerned prosecutor and the PLD Chief cannot determine the charges (for reasons of it being complex) or have differing views and mutually agree to put it up to the Screening Corpus. Else, the charge sheet is drafted and the case is filed in the court with the charge sheet. The whole process can take from 5-15 working days for a RBP case and 45-120 working days for a ACC case. Once the case is registered in the Royal Court of Justice, the Prosecutor informs the Case Registrar on the status of case (hearing stages) and finally submits the judgment report to the Office once the judgment is awarded and case is closed. If the judgment requires enforcement then the judgment along with the details of enforcement is forwarded to the Judgment Enforcement Division for execution.





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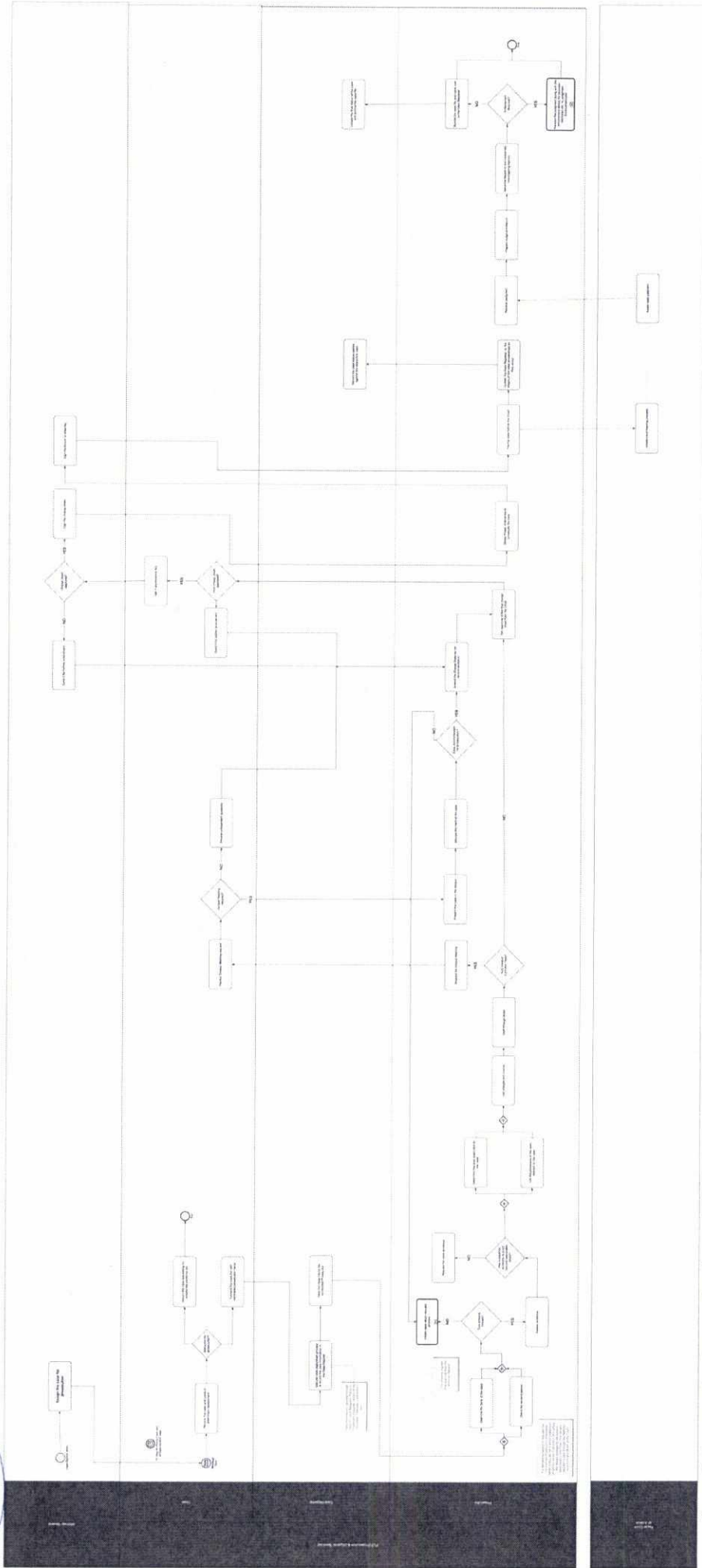


Figure 2: Prosecution Process (High-Level Flow)





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### 14.3.2. The Legal Services Workflow

As shown in Figure 3, the request for legal opinion is received from Cabinet or other Ministries and agencies. If the legal opinion is not routed through the Cabinet as required under the Rules of Procedure for Providing Legal Opinion 2018. A letter is immediately sent upon receipt by the Chief to route the opinion through the Cabinet. The Legal Services Division (LSD) is responsible for this work. The Chief of LSD assigns the work to the Attorney depending on their expert field and their workload. The Attorney reviews the legal opinion request and conducts consultation meetings if required. The consultation meetings comprise of: consultation meeting with relevant stakeholders (outside the OAG) that the concerned Attorney may involve during the whole process till the legal opinion is rendered by the OAG; and an in-house discussion that involves the representatives of all the divisions in the OAG after having drafted the first draft of the legal opinion. The draft legal opinion is drafted and submitted to the Chief for finalization. Once the draft is finalised, it is submitted to the Attorney General for final approval and dispatched to the concerned agency. The whole process can take about 12-25 working days depending on the technicality of the legal opinion.





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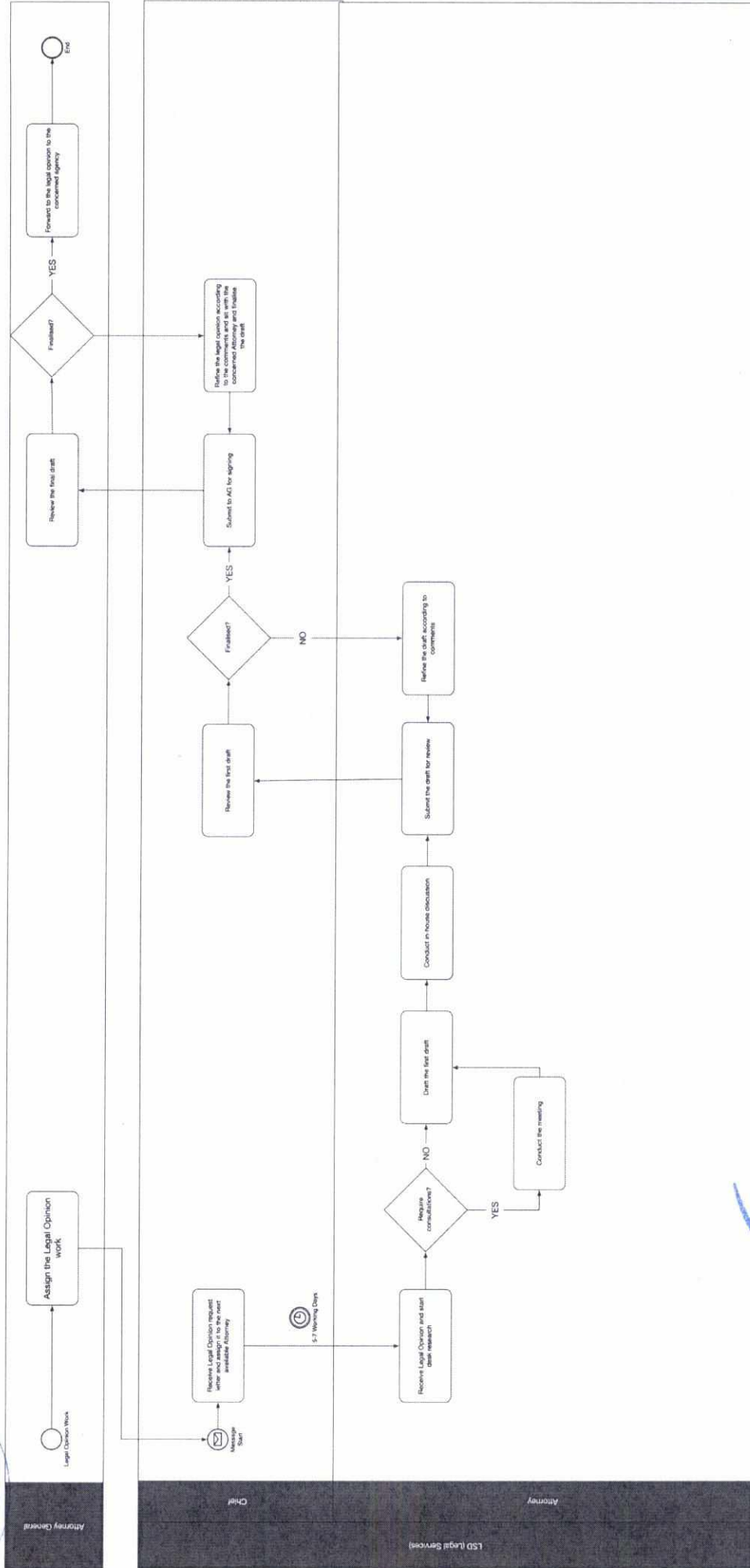


Figure 3: Legal Opinion Process (High-Level Flow)



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### 14.3.3. The Drafting and Review Workflow

As shown in Figure 4, the DRD drafts and reviews bills and delegated legislations upon the directives of the Government. These bills and delegated legislations originate from the ministries and agencies, and may also originate from the Government. The Chief of DRD assigns the work to the Attorney depending on their expert field and their workload. The Attorney reviews the detailed policy guideline for the bill and then conducts number of consultations before drafting or reviewing the bill. Once the bill is deemed final, it is submitted to the Chief for finalization. Once the draft is finalized, it is submitted to the Attorney General for final approval. The concerned Drafter may present the bill to the Cabinet Secretariat on its request wherein the Chief shall assign two drafters in the Division to assist and complement the concerned drafter during its presentation.







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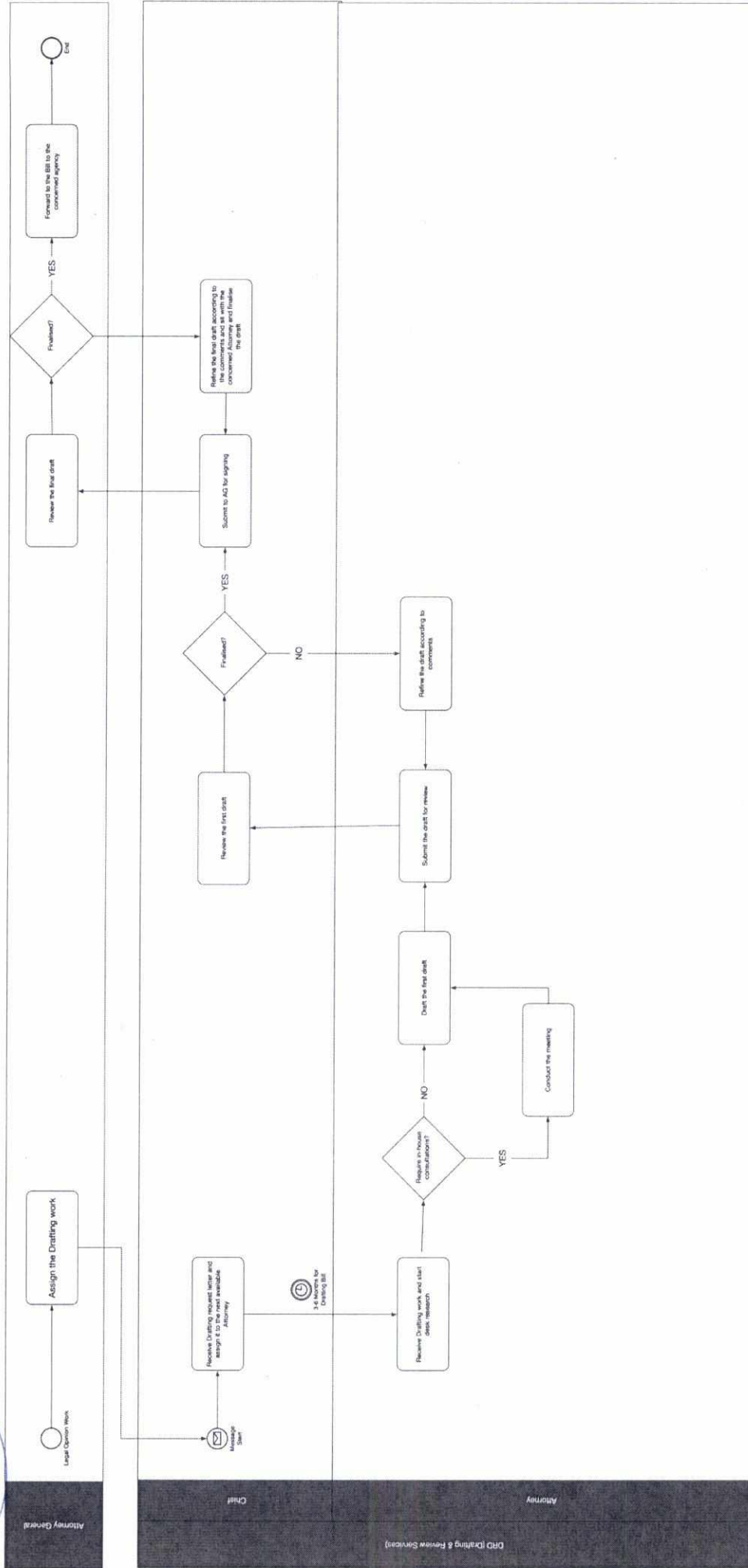


Figure 4: Drafting & Review Process (High-Level Flow)

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## ELMS Business Requirement Document

Table 2: ELMS Module Objectives

ELMS Module	Rationale and Objective
<b>Workflow</b>	The OAG has been executing its functions manually and till date does not have automated workflow system. With the growth of the organization, the manual process is becoming challenging for the management to keep track of tasks. Further, this way of working is becoming more and more challenging for performance and monitoring of works. Therefore, the objective of Workflow Module is to automate the workflow of OAG's business process in terms of management and reporting so that performance and monitoring of works gets structured.
<b>Executive Information System</b>	Currently, the Attorney General or anyone in the executive positions need to call the concerned official to find out the progress of the tasks assigned or they need to call the Case Registrar to find out case statistics since we don't have IT systems in place. Hence, the Executive Information System's objective is to provide insight of the Office performance (for instance, case prosecuted or undergoing prosecution, the recoveries made from the cases, bills and delegated legislations drafted and reviewed, and legal opinions rendered, etc.) with reports, trends, and visualizations that can be accessed via the dashboard interface so that the Attorney General or the management can have data and information on their fingertips for data driven decision making including policy reforms and amendments of laws.
<b>Case Management System</b>	The Office does have a version of Case Management System but the use of the system did not take off successfully since it is data-entry intensive and required the Prosecutors to spend time on data entry in addition to their prosecution and litigation duties. Moreover, the system could not cater to the changing rules and procedural requirements of Prosecution and Litigation Division. Therefore, the objective of this module is to fully automate the case management and to minimize the data entry at the OAG level since all the case data originates from the Investigating Agencies (ACC and RBP). Hence, this module is required to be integrated with the Department of Civil Registration and Census, MoHCA, ACC and RBP systems for case data purposes as they are the single-source-of-truth for case information. The module will also be integrated with the Judiciary System to consume judgment and the case hearing calendar with the ability for prosecutors also to have a functionality to suggest hearing dates in determining the final hearing dates by the Courts.
<b>Electronic Legal Advisory System</b>	The Office receives a lot of requests for legal opinions from the Government including ministries and agencies. However, the works are managed manually. Therefore, the objective of this module is to automate the legal opinion rendering process and to keep electronic records of all the legal opinions rendered for instant retrieval and reference (to substantiate, ensure uniformity and consistency of the Office Stand besides also testing new legal stance while rendering similar legal opinions).
<b>Electronic Legislative Drafting System</b>	The Drafting and Review Division (DRD) works are also managed manually. Therefore, the objective of this module is to automate the drafting process and create a drafting tool that the DRD can use for drafting and reviewing bills and delegated legislations. Currently, they rely on Microsoft Office and Google Docs but these software lacks the capability to capture historical data like the discussions and decisions made in the consultative meetings against each tenet of the bills or delegated legislations.







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<b>Judgment Enforcement System</b>	The cases that require enforcements are all managed manually. Hence, the objective of this module is to track the progress of the judgment enforcement and to keep account of all the enforcement works like recovery, restitution, etc.
<b>Parenting System</b>	As per the BCSRR 2018, the OAG is the parent agency for all the lawyers in the Civil Service. However, there was no clear mandate, roles and responsibilities delineated to the legal officers placed in the ministries, agencies and dzongkhags. Therefore, the Office has not been able to carry out the parenting functions fully. Hence, the objective of this module is to automate the work assignment and reporting of lawyers under the OAG as per Parenting mandate so that the Office is apprised of all the tasks assigned by the concerned ministry and agency, pending and resolved, and the progress of the tasks delegated by the parent agency such as disseminating advocacy programs; drafting bills and delegated legislations originating from the concerned ministry and agency; and prosecution and litigation of cases are reported and monitored by the Parenting Agency.

15.2.3. All the modules shall have work progress and performance monitoring as per the turnaround time of the concerned services.

15.2.4. The system shall also have an external facing interface to allow the concerned agency to submit Matter requests to the OAG electronically.

15.2.5. All the data and information captured in the system shall be archived as per the Audit guidelines.

### 15.3. ELMS Module Interface Prototypes

15.3.1. The high-level prototype of the modules listed in the requirements are available at: <https://sites.google.com/oag.gov.bt/elms>

15.3.2. The bidders shall visit the aforementioned site for visual understanding of the user interfaces and interactions required as per the business requirements.

### 15.4. Interfacing Required

15.4.1. The ELMS System shall interface with other agency systems like ACC, RBP, Judiciary, Citizenship Services and RCSC system to consume information directly from these systems to minimize data entry at the OAG level.

### 15.5. User Roles Required

15.5.1. There will be two types of users for the ELMS System:

15.5.1.1. The OAG Staff; and

15.5.1.2. Non-OAG Staff.

15.5.2. For the OAG Staff, the system shall have user roles based on the organogram of the Office and is specified in Table 3 below.

15.5.3. For the Non-OAG Staff, the system shall assign user roles as specified in Table 3 below.

15.5.4. The roles shall be administrator-configurable.

15.5.5. The System Administrator shall have the capability to incorporate user roles that can arise in the future depending on the change in the organizational structure.





### ELMS Business Requirement Document

15.5.6. The current identified roles for the system are listed in Table 3 below:

Table 3: User Roles

Role	Description	Approx. No. of Users
Attorney General User	This role will be assigned to the Attorney General only.	1
Executive User	This role will be assigned to the users in Director position	2
Middle Management User	This role will be assigned to the users in Chief position	4
PLD User	This role will be assigned to the users in the Prosecution & Litigation Division	50
JED User	This role will be assigned to the users in the Judgement Enforcement Division.	4
FCD User	This role will be assigned to the users in the Financial & Corporate Division.	5
IAED User	This role will be assigned to the users in the International Affairs & Environment Division.	5
DRD User	This role will be assigned to the users in the Drafting & Review Division	5
LSD User	This role will be assigned to the users in the Legal Services Division	5
Parenting User	This role will be assigned to lawyers in the Ministries and agencies.	96
Reception User	This role will be assigned to the Front Desk users.	2
Secretariat Services User	This role will be assigned to the users in Secretariat Services (HR & Planning, Administrative & Finance, ICT Division and Media & Information Services).	8
System Administrator		2
Delegated User	This role will be assigned to users who do not fall in any of the aforementioned roles but will be delegated works by the OAG.	According to the assignment.







## ELMS Business Requirement Document

### 16. ELMS Functional Requirements

#### 16.1. Workflow Module

16.1.1. The Workflow Module shall incorporate the AS-IS business process of the OAG.

16.1.2. The module will be used by all the roles in the ELMS System. (refer Table 3 for list of roles.)

16.1.3. While the core business function of the OAG has their dedicated modules in the ELMS, the Workflow Module shall accommodate work assignment and appraisal functionality for the Secretariat Services users at the minimum.

16.1.4. However, the OAG undergoes constant change to meet the ever-increasing demands of its legal services. Hence, the ELMS System must be future-proof and must have the capabilities to incorporate the workflow or process changes.

16.1.5. The OAG business rules shall not be hardcoded.

16.1.6. The ELMS System shall use Business Process Management Engine.

16.1.7. The business process engine shall be metadata driven.

16.1.8. The interface for adding the To-BE business process change shall be GUI-based so that changes according to the changing business process needs can be changed easily by the management.

16.1.9. Business Process Management Engine

16.1.9.1. The Workflow Module shall ride on a business process management engine.

16.1.9.2. The Business Process Management Engine shall have a plug and use feature riding on the metadata in the system. So that when business process change, the Business Process Management Engine can be configured easily or scaled to remain strategically aligned with the OAG's operations and decision-making processes.

#### 16.2. Executive Information System Module

16.2.1. The Executive Information System Module shall be the central location to monitor and analyze real-time performance of the OAG based on the key performance indicators.

16.2.2. The module shall provide insight information based on the report and analytics of the data in the ELMS System.

16.2.3. The interface for this module shall be an interactive dashboard that provides the visualisation of the OAG's performance and monitoring data.

16.2.4. Insight Dashboard

16.2.4.1. The data visualized on the dashboard shall have tables, charts, and gauges, etc.

16.2.4.2. Each role shall have its own respective dashboard interface.







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- 16.2.4.3. The dashboard contents shall be administrator-configurable for each role level.
- 16.3. Case Management System Module
- 16.3.1. The Case Management System Module will be used by the Prosecution and Litigation Division.
- 16.3.2. This module shall be assigned to the PLD User Role.
- 16.3.3. The module shall have the following functionalities:
- 16.3.3.1. Case, and task assignment, and monitoring Process;
  - 16.3.3.2. Case management process;
  - 16.3.3.3. Appraisals Process; and
  - 16.3.3.4. Case Records.
- 16.4. Electronic Legal Advisory System Module
- 16.4.1. The Electronic Legal Advisory System Module will be used by the Financial and Corporate Division, International Affairs and Environment Division, and Legal Services Division.
- 16.4.2. This module shall be assigned to the FCD, IAED, and LSD User Role.
- 16.4.3. The module shall have the following functionalities:
- 16.4.3.1. Legal Opinion work and task assignment and monitoring process;
  - 16.4.3.2. Appraisals Process; and
  - 16.4.3.3. Legal Opinion Records.
- 16.5. Electronic Legislative Drafting System Module
- 16.5.1. The Electronic Legislative Drafting System Module will be used by the Drafting and Review Division.
- 16.5.2. This module shall be assigned to the DRD User Role.
- 16.5.3. The module shall have the following functionalities:
- 16.5.3.1. Drafting and Review work and task assignment and monitoring process;
  - 16.5.3.2. Appraisals Process; and
  - 16.5.3.3. Drafting and Review Records.
- 16.6. Judgment Enforcement System Module
- 16.6.1. The Judgment Enforcement System Module will be used by the Judgment Enforcement Division
- 16.6.2. This module shall be assigned to the JE User Role.
- 16.6.3. The module shall have the following functionalities:
- 16.6.3.1. Judgment enforcement work and task assignment and monitoring process;
  - 16.6.3.2. Appraisals Process; and
  - 16.6.3.3. Judgment Enforcement Records.
- 16.7. Parenting System Module
- 16.7.1. The Parenting System Module will be the smallest module of ELMS and will be used by the Parenting Services to execute parenting functions.





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- 16.7.2. As per the OAG Roles, Mandates, and Parenting Framework 2020, the Legal Officers placed in Ministries, Agencies, and Dzongkhags are required to report to the OAG, for all the tasks assigned, pending and resolved.
- 16.7.3. And further, if cases are delegated to them by the issuance of Power of Attorney by the Attorney General, the Legal Officers must update the case status for monitoring purposes.
- 16.7.4. The drafting of specific bills and delegated legislations originating from the concerned Ministry and Agency will be delegated to the Legal Officers and must apprise the OAG (particularly the DRD) prior to drafting the bills and delegated legislations, and must submit the bills and delegated legislations to DRD for its final review.
- 16.7.5. This module shall be assigned to the Parenting User Role.
- 16.7.6. The module shall have the following functionalities:
  - 16.7.6.1. Parenting function task assignment and reporting process; and
  - 16.7.6.2. Parenting Task Records.

## 17. ELMS System User Interface Requirements

### 17.1. General Cross-Cutting Functional Interface

#### 17.1.1. Meetings | Tasks

- 17.1.1.1. The Meeting and Task shall have the capability to schedule meetings and tasks.
- 17.1.1.2. The function must be based on a calendar.

#### 17.1.2. Focal | Officiating

- 17.1.2.1. The Focal|Officiating functionality shall capture the officiating officials and focal person list.

#### 17.1.3. Calendar

- 17.1.3.1. The ELMS System should have a calendar system incorporating National Holidays across the modules.
- 17.1.3.2. For the Department of Justice, the calendar should be interfaced with the Hearing Calendar of Judiciary with the functionality to request changes to dates scheduled before determining the hearing dates.

#### 17.1.4. Search

- 17.1.4.1. The ELMS System shall have search across all modules. Users shall be able to search by various parameters that will be finalized during the detail SRS meeting.

#### 17.1.5. Notifications

- 17.1.5.1. The ELMS System shall also have notification functionality.







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### 17.1.6. Profile

17.1.6.1. The ELMS System shall maintain profile of each user. The data of the profile must be pulled from RCSC's Zest System.

### 17.1.7. Dispatch

17.1.7.1. All the users in the system should have access to the Dispatch functionality so that each can dispatch letters from their respective accounts in the system and the record gets reflected in the Front Desk Interface.

### 17.1.8. Settings

17.1.8.1. The Setting should capture all the system setting functionalities.

## 17.2. The Front Desk Interface

17.2.1. The Front Desk of the Office is the entry and exit point for all the incoming and outgoing letters.

17.2.2. Hence, the ELMS System must capture the inflow and outflow of information to and from the OAG in the Front Desk Interface.

17.2.3. This interface will be for the Reception User.

17.2.4. The prototype of the interface is provided in Figure 6 below:

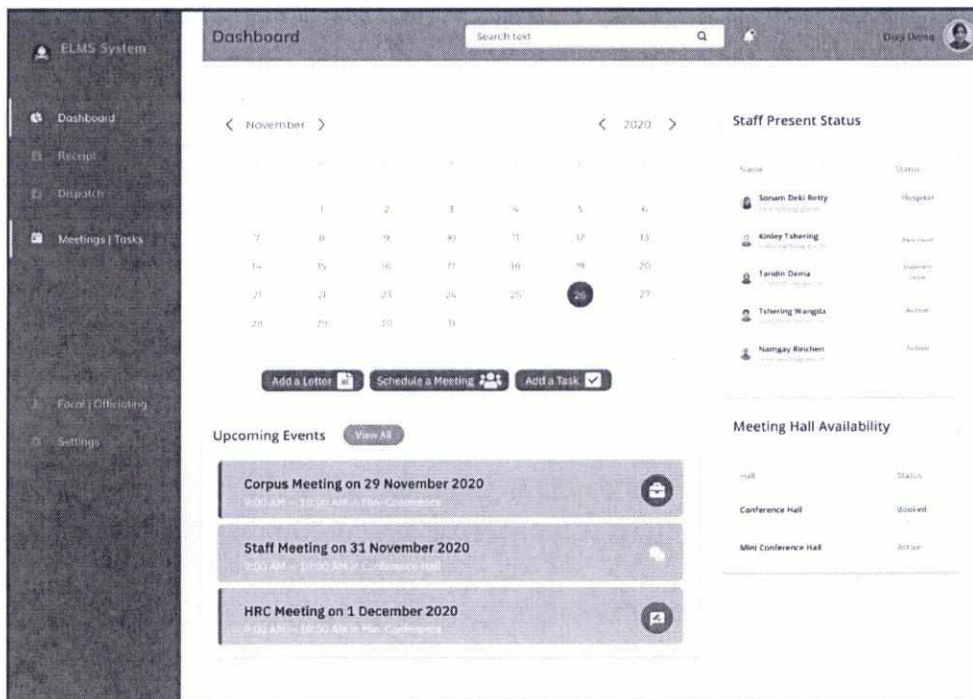


Figure 6: Front Desk Interface Prototype

17.2.5. In addition to the general cross-cutting functional interfaces, the Front Desk Interface will consist of the following:

### 17.2.6. Receipt

17.2.6.1. The Receipt functionality shall capture the receipt of incoming letters.







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17.2.6.2. The Receipt must also contain a Receipt Register functionality that stores all the letters receipt by the Office.

17.2.7. Dispatch

17.2.7.1. The Dispatch functionality shall capture the dispatch of outgoing letters.

17.2.7.2. The Dispatch must also contain a Dispatch Register functionality that stores all the letters dispatched by the Office.

17.3. The Management Interface

17.3.1. The Management Interface will be for the following management users to assign work or tasks and monitor the progress, manage appraisals, manage focal and officiating officials and manage meetings.

17.3.2. The Management Interface will be for the management officials in the following positions:

17.3.2.1. Attorney General User; and

17.3.2.2. Executive User.

17.3.3. The concept for the Management Interface for the Attorney General User is provided in Figure 7 below since this position has the highest authority in the system.

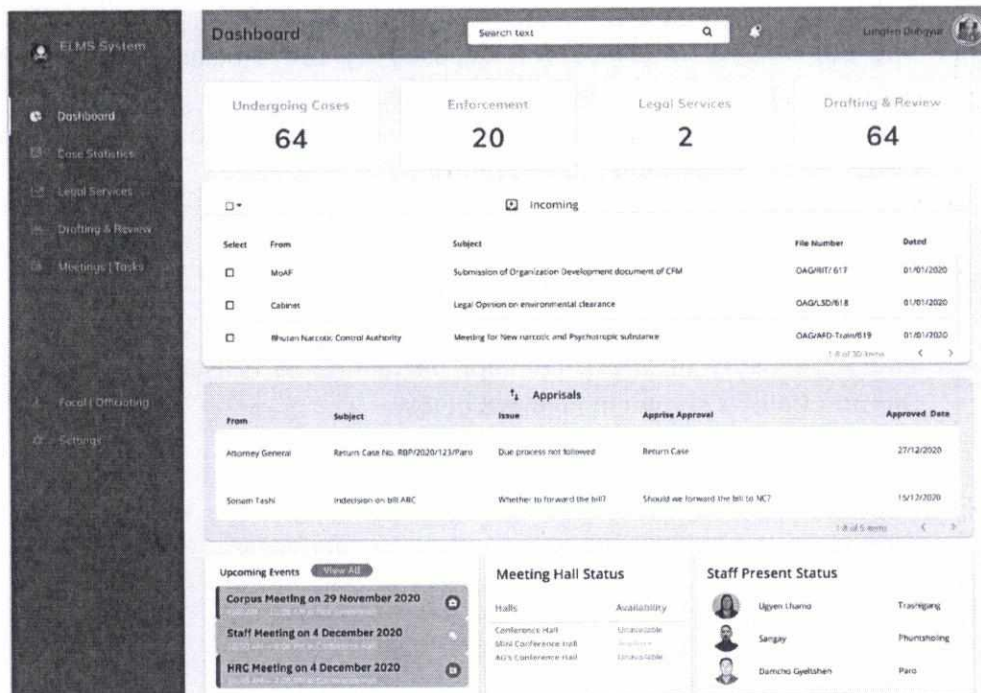
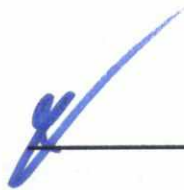


Figure 7: The Attorney General User Interface Prototype

17.3.4. In addition to the general cross-cutting functional interfaces, the Management Interface will consist of the following:





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- 17.3.4.1. Work Assignment and Monitoring
  - 17.3.4.1.1. The Users will use the Work Assignment and Work Monitoring functionality for work assignment and work monitoring.
  - 17.3.4.2. Appraisals
    - 17.3.4.2.1. All the appraisals that happen in the Office for execution of any works or tasks will be captured in this functionality.
  - 17.3.4.3. Insight Dashboard
    - 17.3.4.3.1. The data visualization from the reports and analytics of data captured in the ELMS System should be available via the dashboard.
    - 17.3.4.3.2. The visualization must incorporate all the works undertaken by the OAG.
    - 17.3.4.3.3. The Management Interface should have insights segregated according to the specific functions like Prosecution and Litigation, Judgment Enforcement, Financial and Corporate legal services, International Affairs and Environment legal services, Legal services, and Drafting and Review works in addition to other functions.
- 17.4. Supervisory Interface
  - 17.4.1. The Supervisory Interface will be used by the officials in the supervisory positions, and will be assigned to the Management User.
  - 17.4.2. The Supervisory Interface will have the following functionality interface:
    - 17.4.2.1. Work Assignment and Monitoring;
    - 17.4.2.2. Appraisal;
    - 17.4.2.3. Statistics for respective works;
    - 17.4.2.4. Focal and officiating management; and
    - 17.4.2.5. Meeting and task management.
  - 17.4.3. The Supervisory Interface concept pertaining to Prosecution and Litigation Division Chief is shown in Figure 8 below.



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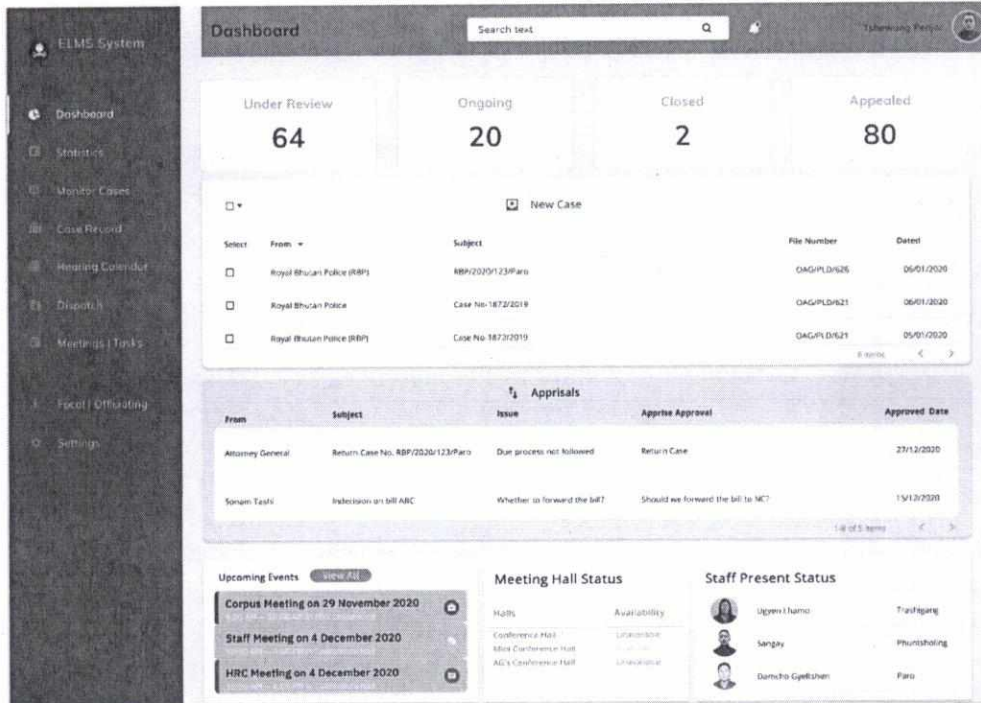


Figure 8: PLD Chief Interface Prototype

17.4.4. The Supervisory Interface concept pertaining to Judgment Enforcement Division Chief is shown in Figure 9 below:

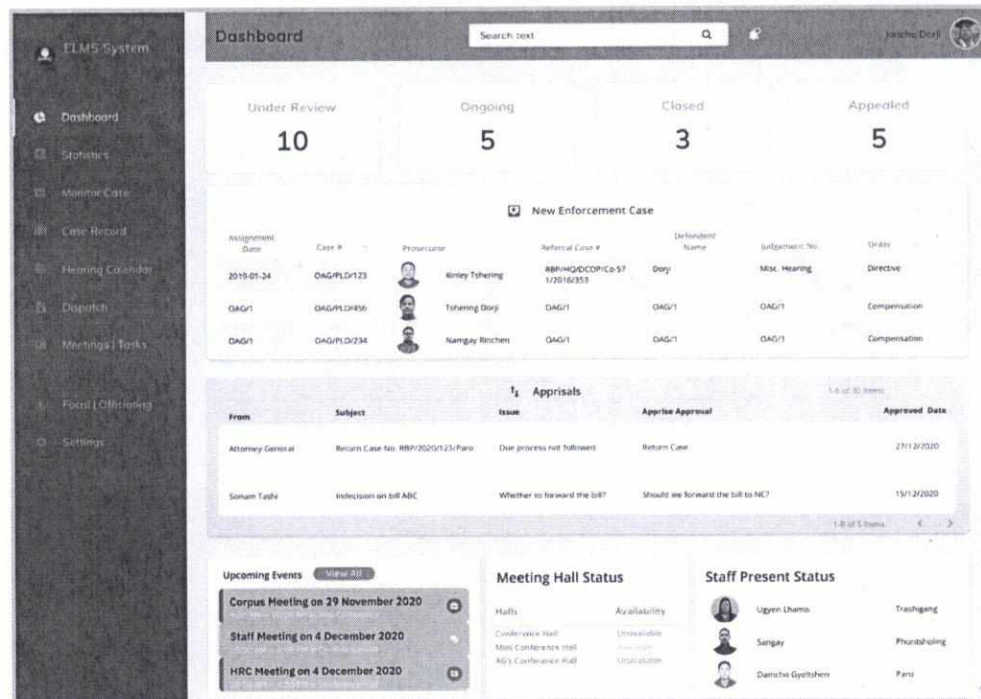


Figure 9: JED Chief Interface Prototype





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17.4.5. The Supervisory Interface concept pertaining to Legal Services Division Chief is provided in Figure 10 below:

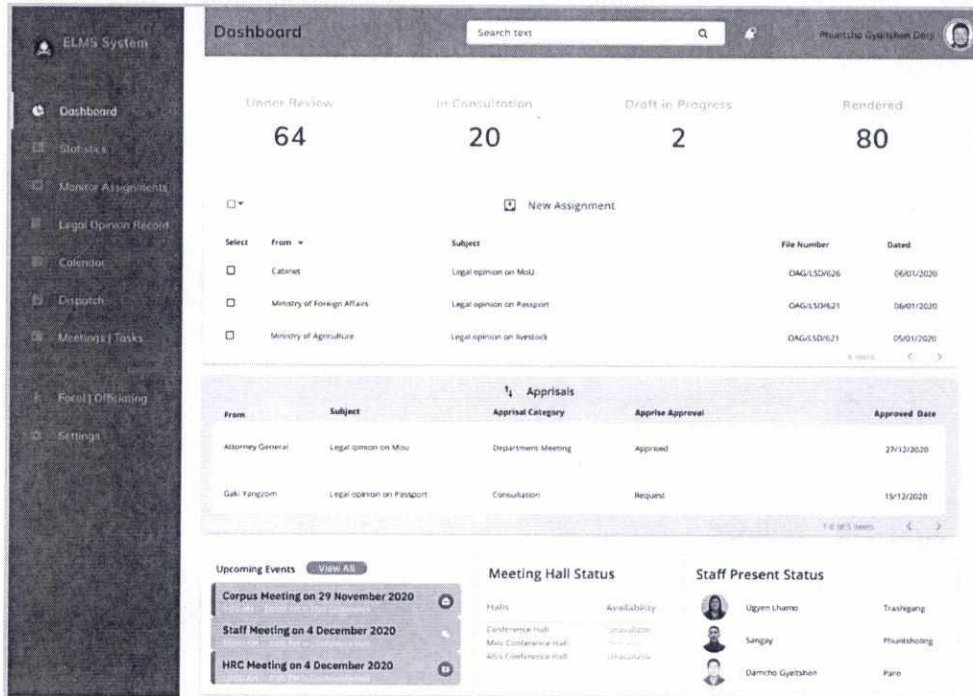


Figure 10: DRD Chief Interface Prototype

17.4.6. The Supervisory Interface concept pertaining to Drafting and Review Division Chief is provided in Figure 11 below:



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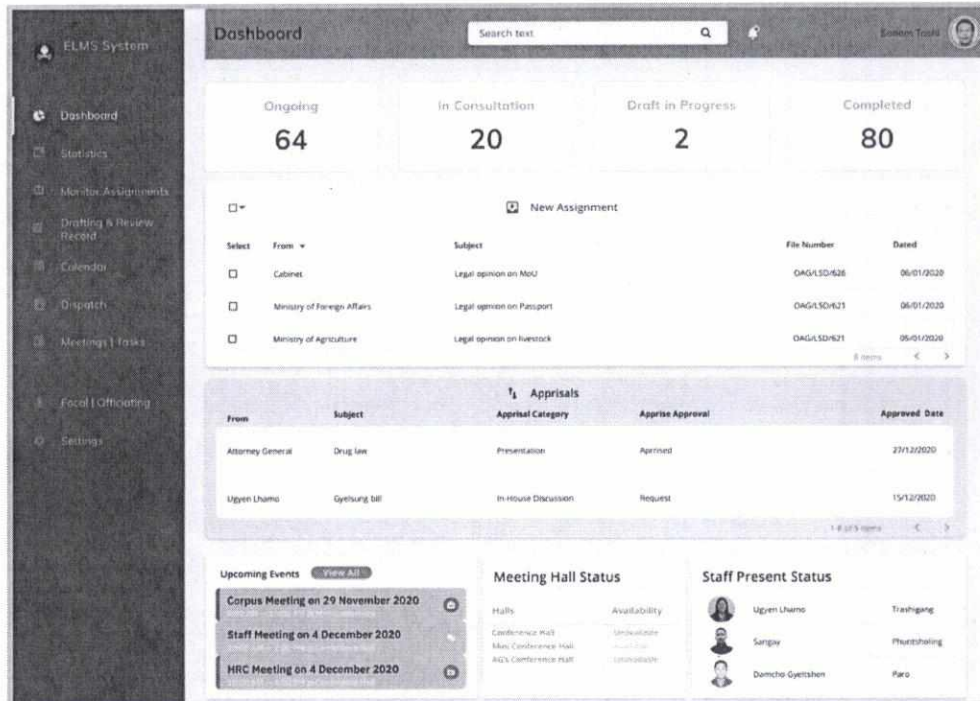


Figure 11: DRD Chief Interface Prototype

### 17.5. Worker Interface

17.5.1. The Workers Interface will be used by the PLD User, JED User, FCD User, IAED User, LSD User, DRD User, and Secretariat Services User.

17.5.2. The Worker Interface will have the following functionality interface:

- 17.5.2.1. Work collaboration functionality;
- 17.5.2.2. Appraisal functionality;
- 17.5.2.3. Statistics of respective works;
- 17.5.2.4. Work status reporting; and
- 17.5.2.5. Work records.

17.5.3. The Workers Interface concept that pertains to a few users are listed below and the rest will be finalized during the SDC Software Requirements Specification validation process.

17.5.4. The Worker Interface concept for PLD User is provided in Figure 12 below:






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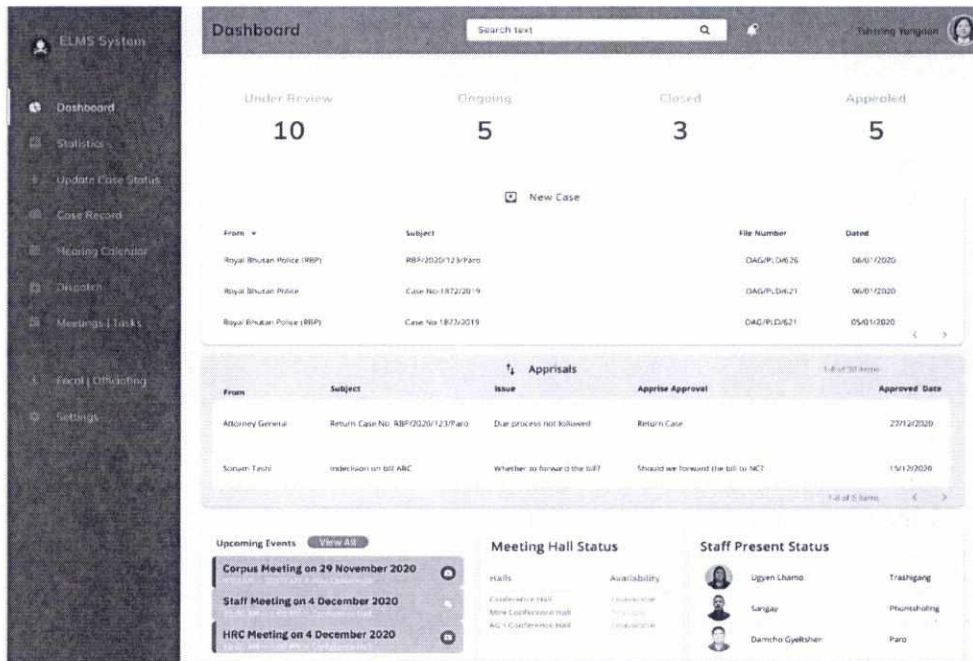


Figure 12: PLD User Interface Prototype

17.5.5. The Worker Interface concept for LSD User is provided in Figure 13 below:

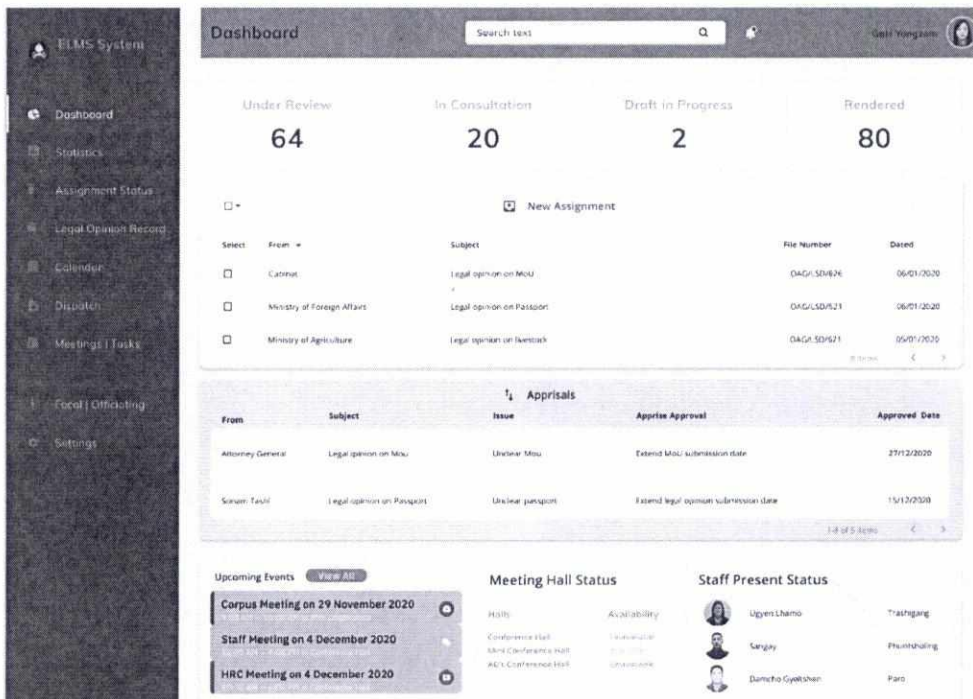


Figure 13: LSD User Interface Prototype

17.5.6. The Worker Interface concept for DRD User is provided in Figure 14 below:



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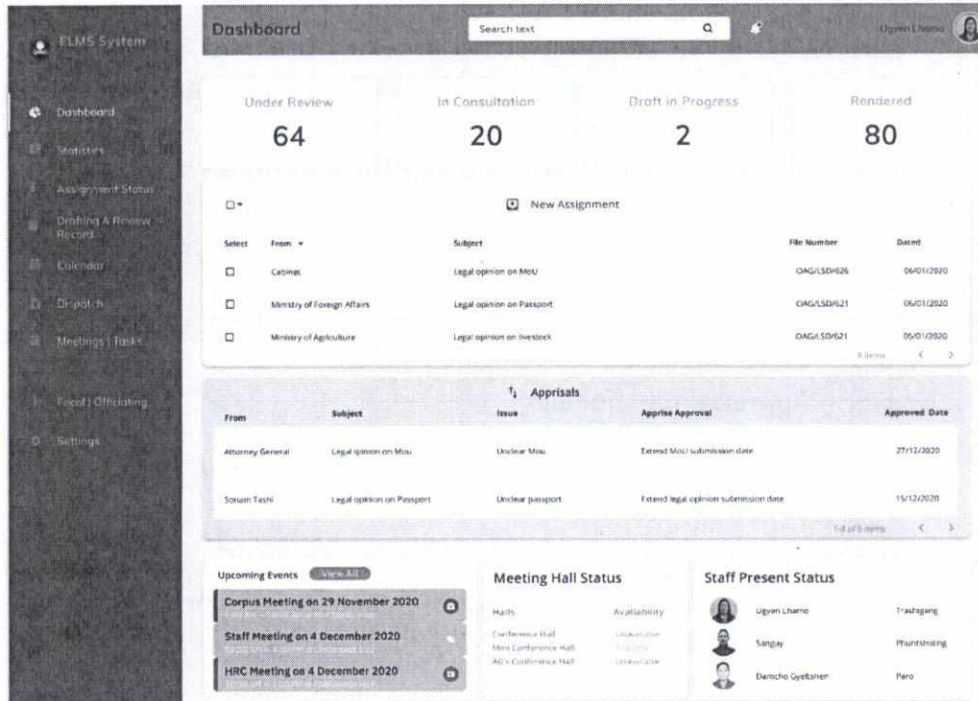


Figure 14: DRD User Interface Prototype

17.5.7. The Worker Interface concept for JED User is provided in Figure 15 below:

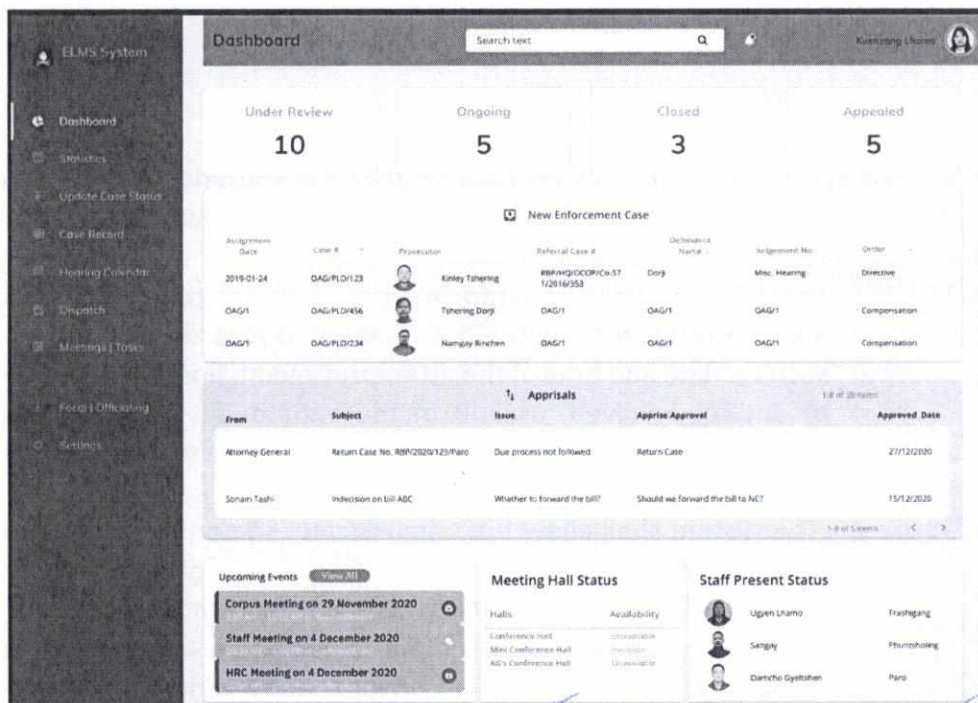


Figure 15: JED User Interface Prototype





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### 17.6. Parent Agency Interface

17.6.1. The Parent Agency Interface is for work assignment and monitoring for the OAG as a Parent Agency responsibility.

17.6.2. The Parent Agency Interface will be for the Parenting Users.

17.6.3. The Parenting Users are required to report to the OAG, for all the tasks assigned, pending and resolved and will use this interface for the aforementioned task reporting purpose.

17.6.4. The Working Module will also have the following functionality interface:

17.6.5. Work reporting;

17.6.6. Appraisal functionality;

17.6.7. Work statistics; and

17.6.8. Work status update functionality.

### 17.7. System Admin Interface

17.7.1. The System Admin Module must encompass the following at the minimum:

17.7.1.1. Master management (master data management);

17.7.1.2. User management;

17.7.1.3. Log management; and

17.7.1.4. Rule management (business process management).

17.7.2. The system report required must be included in the System Admin Module and the report should be generated on the fly.

## 18. Non-Functional Requirements

### 18.1. Audit Trails

18.1.1. The system shall maintain an audit log that provides adequate information for establishing audit trails on security breaches and user activity.

18.1.2. The audit trail must be captured automatically.

18.1.2.1. **Logging of Specific Information:** The system shall allow the administrator to configure the audit log to record specified information such as: date and time of the attempted event, host name and IP address of entities involved, user ID of the initiator of the attempted event, names of resources accessed, success or failure of the attempt (for the event) and event type.

18.1.2.2. The system shall allow the administrator to configure the audit log to record specified events such as all sessions established, unhandled errors, deletion of data, failed user authentication attempts, account lockouts, unauthorized attempts to access resources (e.g., software, data, process), administrator actions, and events generated to make changes (including changes in users' security profiles, attributes of system interfaces, permission levels, system security configuration and changes to system resources tagged critical).







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- 18.1.3. The system shall maintain the confidentiality of authenticators (e.g., passwords) by excluding them from being recorded in the audit log.
- 18.1.4. **Protection of Audit Log:** The system shall protect the audit log from unauthorized access, modification, or deletion. The audit trail data must be unalterable. This protection shall be provided by assigning resource access permission to users and interfaces.
- 18.1.5. **Archival of Audit Log:** The system shall provide the administrator the ability to retrieve, print, and copy (to some long-term storage device) the contents of the audit log without altering the audit log.
- 18.1.6. The audit trail must be logically linked to the records they document, so that users can review audit information when they retrieve records.
- 18.1.7. The audit trail must be maintained for as long as required by law or policy or to facilitate continued access to records.
- 18.2. UX Design
  - 18.2.1. The user interface shall conform to the high-level prototype designed (Refer 11. ELMS System User Interface Requirement.) at the minimum and better UX designs must be used wherever feasible.
  - 18.2.2. The system interface shall be responsive and should adapt to different devices and device screen sizes.
  - 18.2.3. Use appropriate page layout to eliminate horizontal scrolling.
  - 18.2.4. Incorporate breadcrumbs and sitemaps so that users know where they are in the system.
  - 18.2.5. Match link names with the title or heading of the destination page.
  - 18.2.6. Provide links to related content (where appropriate).
  - 18.2.7. Ensure cross browser compatibility with all major browsers including, Google Chrome, Mozilla Firefox, Safari, and Microsoft Edge.
  - 18.2.8. The system must validate data at both client and server end. Appropriate, validation error messages should be presented to the user.
  - 18.2.9. Provide users feedback when users must wait (> 1 second) by using an appropriate mechanism.
  - 18.2.10. Inform users about long download times for a large file (image, document, or video) at a given speed.
  - 18.2.11. Must use auto suggest text boxes (where appropriate) especially for agency names, or offences or any other list that are predefined in the database.
- 18.3. Data Import and Export
  - 18.3.1. The system shall have data import and export capability.
  - 18.3.2. The system shall support data imports from Excel, Google Sheets, Microsoft Word, and Google Docs.
  - 18.3.3. The system shall support data export in major file formats like Microsoft Excel, Google Sheets, Microsoft Word, Google Docs or PDF (where appropriate).







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- 18.4. Localization
- 18.4.1. Even though the system will be primarily in English, the system should also have localization capabilities wherever necessary to capture the Chargesheet or documents that are drafted and submitted in Dzongkha. Therefore, the system shall be able to support both English or Dzongkha input and output.
- 18.5. Data Integrity
- 18.5.1. The system shall have the capability to protect data integrity by performing data integrity checks and reject the data if the integrity check fails.
- 18.6. Sensitive Information Protection
- 18.6.1. The system shall have the capability to protect system-defined, security-related, and user-defined selected information from unauthorized disclosure while it is stored or in transit.
- 18.7. Time Stamping
- 18.7.1. The system shall have the capability to securely link received information with the originator of the information and other characteristics such as time and date.
- 18.8. Source Tracking
- 18.8.1. For software and data created or modified in the system, the system shall provide an administrator with the capability to retrieve the user ID along with the date and time associated with that creation or modification.
- 18.9. Default Deny
- 18.9.1. The system shall deny the access unless a user has permission to access a resource.
- 18.10. Performance
- 18.10.1. The system shall provide relevant feedback for Response Time > 10 seconds.
- 18.10.2. The system shall support at least 250 concurrent users.
- 18.10.3. At peak load of 150 concurrent users, all non-admin pages shall load within 10 seconds or less.
- 18.10.4. Under normal load (< 100 concurrent users), the system should ensure that all non-admin pages load within 1 second.
- 18.10.5. Aforementioned performances must be validated through a load testing tool by the SDC and the script and report must be submitted to the OAG ELMS Team for cross-verification and validation.
- 18.10.6. The system must be scalable and it should be possible to support additional concurrent users without degrading performance.
- 18.10.7. The SDC shall incorporate various tools and techniques like load balancing etc. in the system to ensure that the system remains performant.
- 18.11. Pagination
- 18.11.1. The pagination of grids shall be done at both user interface and database level.



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### 18.12. Code Validation

- 18.12.1. The ELMS System code shall have code-level acceptance test.
- 18.12.2. The acceptance test will be conducted by an independent team or a specialist to check if it meets the industry standards.
- 18.12.3. If standards are not met, the SDC will be required to fix the issues till it's at an acceptable range.

## 19. Security Requirements

### 19.1. Identification

- 19.1.1. It is of utmost importance to identify individual users to provide reliable accountability for actions. Shared accounts prevent accountability and auditability of actions performed on the system.
- 19.1.2. The system shall uniquely identify each user of the system with a unique user ID irrespective of whether it is a human, an automated process, or another system that requests session to perform a task on ELMS.
- 19.1.3. The system shall maintain the following list of security attributes for each user: user ID, roles (group membership), access control privileges or permissions, authentication information, and security-relevant roles.
- 19.1.4. The users who are civil servants shall access the ELMS System with their employee ID and password.
- 19.1.5. The users who are not part of the civil service should be allowed to login using their email ID and password.

### 19.2. Authentication & Authorization

#### 19.2.1. Authentication

- 19.2.1.1. On first use, the system shall prompt the user to change the initial password and deny access if the user does not comply. Also, it shall allow users to change their own password later on at any time. In addition, the users should also be asked to update their email and mobile number.
- 19.2.1.2. The system shall not provide feedback to the user during the authentication procedure other than "invalid." (i.e., it shall not reveal which part of the authentication [e.g., user ID or password] procedure is incorrect.)
- 19.2.1.3. The system shall require reauthentication by the user at the time of an attempted change to password by prompting for the old password.
- 19.2.1.4. **Password Complexity:** The system shall require that the authentication information is configurable to administrator-specified characteristics for minimum length, alphabetic characters and numeric or special characters.
- 19.2.1.5. Passwords shall not be transmitted, stored, or echoed in clear text.







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- 19.2.1.6. The system shall not store passwords in a manner that would allow it to be recovered in any way.
- 19.2.1.7. When a user forgets the password, the password must be changed rather than “recovered.”
- 19.2.1.8. The user shall be allowed to reset their own password with the help of their registered email or mobile phone number.
- 19.2.1.9. The system shall have Two-Factor Authentication. (2FA)
- 19.2.1.10. The ELMS System two factor authentications shall be implemented using Time-Based One-Time Password (TOTP) algorithm technology.
- 19.2.1.11. The system shall offer a user credential aging functionality that forces users to monthly reauthenticate themselves using the 2FA technology.

### 19.2.2. Authorisation

- 19.2.2.1. The minimum access control requirement is Role Based Access Control (RBAC) but shall also implement Policy Based Access Control (PBAC) if found feasible for ELMS.
- 19.2.2.2. The system shall provide an enforceable mechanism through which users can be segmented into roles (e.g., administrator), involving access to security features and other administrative functions.
- 19.2.2.3. The system shall have features to assign user and group privileges (i.e., access rights or permissions) to user IDs.
- 19.2.2.4. **Access Rights:** The system shall grant or deny access to a resource based on user and interface privilege and shall not allow access to system resources without checking the assigned rights and privileges of the authenticated user.
- 19.2.2.5. **Concurrent logon sessions:** The system shall provide the capability for the administrator to specify limits on the number of concurrent logon sessions for a given user, the default value being one.
- 19.2.2.6. **Account Lock-out:** If several consecutive incorrect login attempts are made, the system shall generate an alarm and also lock-out the account (for a specified period of time or indefinitely, depending on the criticality of the role and application) after an administrator-specifiable number of attempts. The maximum default setting shall be three attempts. The System Admin shall unlock on the request of the lock-out user.

### 19.2.2.7. Session Timeout:

- 19.2.2.7.1. The system shall provide a “timeout” feature so that if during an active session there has not been any exchange of messages across the connection for an administrator-specified period of time, the system shall drop the connection and require a successful reauthentication to regain access.

- 19.2.2.7.2. The system shall warn users about Session Timeouts.







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- 19.2.2.7.3. Session IDs shall be protected throughout their life cycle to prevent hijacking.
- 19.2.2.7.4. Active sessions should also have a set time to expire and regenerate a new session token.
- 19.2.2.8. **Roles:**
- 19.2.2.8.1. Roles can have access to one or more modules in the system depending on their roles.
- 19.2.2.8.2. A user can be assigned multiple roles temporarily. For instance, due to the lack of a person in the Director position, the Chief of the Division will have to take up the role of a Director until one is appointed. Similarly, the Chief or any official will be required to officiate certain roles depending on circumstances.
- 19.2.2.8.3. All the roles should be assignable from the backend by the Admin.
- 19.2.2.9. **CURD-Based Access Control:**
- 19.2.2.9.1. The system shall have the capability to impose access control on the basis of functions such as Create, Read, Update, and Delete. (CRUD)
- 19.2.2.9.2. The CRUD functions shall be administrator-configurable permissions that the administrator can set at the module, functionality, individual form or even to the individual form elements itself, like fields, buttons or other control levels.
- 19.2.2.10. They system shall have the capability to bar users from “browsing” past their user role rights.
- 19.2.2.11. The user shall not be able to access an unauthorized page by entering the location into the URL.
- 19.2.2.12. The system shall not cache user’s activity when handling sensitive information. The list of sensitive information categories shall be provided during the detailed SRS meeting.
- 19.2.2.13. If multiple employees share a workstation, clicking the back arrow should not take a user to the URL of the last user’s login or their last pages visited.
- 19.3. All publicly accessible (by anonymous user) forms should implement CAPTCHA to prevent SPAM.
- 19.4. The system shall retain the existing security parameters even after a restart or recovery.
- 19.5. All container and application configurations shall comply with the security standards set by the DITT.
- 19.6. The system should be allowed to access only through an encrypted connection by using SSL like Let’s Encrypt ([www.letsencrypt.org](http://www.letsencrypt.org)) or equivalent. The cert installation/renewal must be automated.





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- 19.7. The system must be coded with secure coding practices to safeguard against attacks, like: cross-site scripting, command injection flaws (SQL injection, etc.), buffer overflows, etc.
- 19.8. The system must not be vulnerable to at least the OWASP top 10 application security risks as listed at: <https://owasp.org/www-project-top-ten/>
- 19.9. The system must implement proper exception and error handling methods. Custom error pages must be presented to users in order to prevent sensitive information from being leaked. Unhandled errors must be logged.

## 20. Technological Requirements

### 20.1. Integration with Other Systems

20.1.1. The ELMS System is required to be integrated with multiple key agencies.

20.1.2. Integration with Investigating Agencies System:

20.1.2.1. All the case data are forwarded by the investigating agencies. Therefore, the ELMS System needs to be integrated with the ACC and the RBP systems as they are the single source of truth for investing data.

20.1.3. Integration with Judiciary System:

20.1.3.1. The Judiciary is the single source of truth (SSOT) for Judgment and Hearing Calendar. Therefore, the ELMS must be integrated with the Judiciary System.

20.1.4. Integration with MoHCA

20.1.4.1. The MoHCA is the single SSOT for citizen's information. Therefore, all the data pertaining to citizen information must be integrated with MoHCA.

20.1.5. Integration with ZEST

20.1.5.1. The ELMS System requires the portfolio of each employee in the system. Therefore, all the data pertaining to the employee must be drawn from the RCSC's Zest system. Hence, ELMS is required to be integrated with ZEST.

### 20.2. Application Program Interface (API)

20.2.1. In order to facilitate integration with other systems, the ELMS must expose its functionality through an API.

20.2.2. The API must conform to the DATA HUB standard specified by DITT, MoIC.

### 20.3. Development & Deployment

20.3.1. The ELMS System will be developed using Java since the majority of all the government systems are maintained in Java. This will allow the small ICT team of the OAG to get support from the Java ICT fraternity.

20.3.2. The Spring Boot is the preferred framework for this system.

20.3.3. The source code for the system shall be managed using source code management tools.







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20.3.4. GIT is the preferred source code management tool for the ELMS System.

20.3.5. DevOps Tools

20.3.5.1. The entire development and deployment lifecycle should be automated using various DevOps tools.

20.3.5.2. All the services should be hosted inside containers which should adhere to the policies and standards set by the DITT.

20.3.5.3. There should be at least 2 environments configured within the application ecosystem so that there is an uninterrupted transition against each deployment.

20.3.5.4. The production environment should be deployed in the clusters which will be configured by the DITT in the GDC. Since the clusters will be designed and developed using Kubernetes Engine, the application should be built using all necessary DevOps tools that support the cluster's technology.

20.3.5.5. The application should be capable to dynamically scale up and down (horizontally) based on the parameters or metrics set by DITT.

20.4. System Architecture

20.4.1. By design the system should be decomposed into independent microservices where the Single Responsibility Principle (SRP) should be applied. Also, identify the boundaries of the services and align them with the business capabilities.

20.4.2. Make sure that the microservices design ensures the agile or independent development and deployment of services. (Please refer to 14.3. *DevOps Tools* section for more details)

20.4.3. Make use of messaging streams or queues wherever there is a need of communication between the services.

20.4.4. The application can adopt any of the microservices design patterns for instance, Database as a Service Pattern etc. that is globally practiced.

20.4.5. The system must follow Separation of Concerns (SOC) principles. At the very least the system must be divided into a Data Layer, Business Layer and a Presentation Layer.

20.4.6. The system must follow Object-Oriented Analysis and Design (OOAD) principles, including:

20.4.6.1. Single Responsibility Principle;

20.4.6.2. Open Closed Principle;

20.4.6.3. Liskov substitutability Principle;

20.4.6.4. Interface Segregation; and

20.4.6.5. Dependency Injection.

20.4.7. The system must use design patterns.

20.4.8. The system must employ caching (where possible).

20.4.9. The system must use technologies appropriate for a use case. For e.g., Use libraries (instead of reporting services) for export to Excel or PDF, etc.







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### 20.5. Bug Reporting Requirements

- 20.5.1. The ELMS System must have bug reporting functionality built in the system if possible. Else the SDC must provide proper bug reporting mechanism and tools for systematic system bug management.

## 21. Human Resource Requirements

- 21.1. The SDC is required to submit all the CV along with a copy of certificates and reference contact details for background verification.
- 21.2. Wherever a work is mentioned in the CV, the contact point of that work should be also included in the CV. Unverifiable works or experiences can result in negative points during the technical evaluation.
- 21.3. The SDC team must have all the required people for ELMS System development as per software development norms.
- 21.4. In addition to the Project Manager and standard Software Development Team, the SDC must have the following key professionals dedicated to the ELMS System development.
  - 21.4.1. The SDC should have a dedicated Microservices Solution Architect who has worked on at least 2 projects that was on microservices.
  - 21.4.2. A dedicated Technical Team Lead with certification in Java or Spring Framework. The Certificate of Completion/Participation will not be considered for scoring in the technical evaluation. Since the Technical Team Lead is important for ensuring a robust and scalable software solution, it is critical that the SDC ensure a competent professional in this position.
  - 21.4.3. A Database Architect who has minimum of three-years' experience in designing and architecting databases.
  - 21.4.4. Competent and dedicated front-end and backend developers. The minimum number of senior developers required for this ELMS project is two.

## 22. Development Methodology

- 22.1. Since there are many modules for ELMS System, the preferred software development method for ELMS Project is agile scrum or equivalent modular approach.
- 22.2. The priority of each module shall be agreed in the pre-development meeting.
- 22.3. The SDC will be required to validate and finalize the modular system requirements for every module and this can be carried out modular-wise.
- 22.4. There will be a number of iterations involved before a functionality or module is deemed complete. The number of acceptable iterations for this process must be



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- included in the Development Methodology of the SDC's proposal and shall be negotiated during the Contract Signing.
- 22.5. The SDC's Development Methodology must clearly show and detail the practical application of agile scrum or modular approach for this ELMS Project.
- 22.6. Tools that will be used for development and design, and third-party software libraries that are closed-source or require licensing should be submitted in the Technical Proposal and the cost should be included in the Financial Proposal in the bidding document.
- 22.7. If new tools, libraries are required over the course of development, these must be approved by the OAG.
- 22.8. For the OAG, there will be three key decision-making stages for this system development project:
- 22.9. Pre-Development
- 22.9.1. All the pre-development requirements must be presented to the OAG and validated before the start of work.
- 22.9.2. The system architecture including: logical and physical architecture must be finalized before the development process starts. The final architectures will be validated in consultation with the experts from DITT.
- 22.9.3. The Database architecture design must be finalized.
- 22.9.4. The GIT source control must be set up and ready for use in coding.
- 22.9.5. The SDC must set up test/staging server environment as per DevOps in either the OAG or DITT premises. The location will be finalized in the pre-development meeting.
- 22.9.6. The SDC must also set up the production server in the GDC premises.
- 22.10. Development
- 22.10.1. During the development, the SDC must provide a minimum viable or minimum shippable product that can be tested and accepted by the OAG.
- 22.10.2. On completion of development of each module, the modules must be deployed on the testing/staging environment setup prior to the development.
- 22.10.3. The deployed modules will be tested by the Users and the OAG ICT team while the SDC works on development of other modules.
- 22.11. Post Development
- 22.11.1. The integration test must be performed on the complete system prior to hosting on the production server to ensure that the system works as a whole before the system goes live.
- 22.11.2. The SDC must perform the tests listed in the testing section of this document.
- 22.11.3. The OAG ICT Team will carry out the verification and validation of the implantation of the non-functional requirements and the system must have all the non-functionals in place before it goes live.

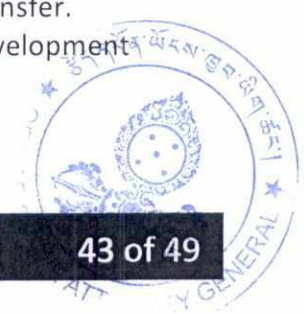






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- 22.11.4. The OAG will conduct user acceptance testing (UAT) on the entire system and the system must pass the UAT before the system is deemed complete.
- 22.11.5. The SDC will conduct the user training.
- 22.11.6. The SDC must provide system documentation as listed under the section 3. Scope of Service of this ToR and proper handing-taking will be recorded for audit purposes.
- 22.12. Change Management
- 22.12.1. Up to 20% of requirement change shall be acceptable without incurring extra cost until the user training is complete, this includes the change requested during user training as well.
- 22.13. Testing
- 22.13.1. The SDC must incorporate java testing frameworks like JUnit or equivalent and must ensure that a minimum of 80% test code coverage is made before acceptance.
- 22.13.2. The integration and system testing must be done on the test or staging server before the system go live.
- 22.13.3. The SDC must:
- 22.13.3.1. develop a test plan and submit the same to the OAG for validation;
- 22.13.3.2. conduct system testing on the modules. For this, it is expected that test cases are developed. The test cases must be submitted to the OAG for validation; and
- 22.13.3.3. conduct load testing on the application with LoadRunner or any other appropriate tool. The application must meet the performance standards specified in this document aforementioned non-functional requirements section. The SDC are required to submit the performance testing script and the result which will be verified by OAG ICT team.
- 22.13.4. The User Acceptance Testing (UAT) will be carried out in the test/staging environment before the system goes live in the production environment. The system will be pushed in the production server only when the system passes the UAT test and the SDC will be required to reiterate the modules until it passes the UAT.
- 22.13.5. The system load tests must be carried out in presence of the OAG ICT Team so that the expected performance standards are validated.
23. Training and Knowledge Transfer
- 23.1. As a long-term strategy, the OAG will attach one ICT official with the SDC from the initiation of the ELMS System development for technical knowledge transfer.
- 23.2. The SDC is required to involve the OAG ICT official as part of their development team and should be tasked with development works.







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- 23.3. In addition, the SDC is also required to develop a small module with the entire team of the OAG ICT as part of knowledge transfer.
- 23.4. The SDC is required to conduct the End User training.
- 23.5. The Training of Trainers (ToT) must be conducted for the users identified by the OAG based on the user roles.

## 24. Maintenance and Support

- 24.1. The SDC shall provide Maintenance and Support Services that include the following:
  - 24.1.1. Ensure and support the smooth running of the entire System;
  - 24.1.2. Fine-tune and improve the performance of the ELMS; and
  - 24.1.3. Provide application systems support services, including technical advice and assistance to ensure continuity, availability and accessibility of the System.
- 24.2. Attend to user queries and provide assistance for the operation of the System.
- 24.3. The SDC must ensure that the application is available 99% of the time including Sundays and public holidays, except in case of network and hardware failures.
- 24.4. All scheduled maintenance should be carried out and completed during non-working hours.
- 24.5. The minimum Warranty Period shall be one year.
- 24.6. On the completion of the contract and start of the warranty, a detailed service level agreement (SLA) for the maintenance and support will be developed and agreed by both the parties.

## 25. Reference Document

- 25.1. The following document should be referred in conjunction to this document:
- 25.2. The ELMS functional requirement prototype at:  
<Phttps://sites.google.com/oag.gov.bt/elms;>
- 25.3. This prototype will be treated as the base for all functional requirements that is to be validated with the users before development commences;
- 25.4. *The Office of the Attorney General Act 2015;*
- 25.5. Rules of Procedure for Prosecution and Litigation 2018;
- 25.6. Rules of Procedure for Providing Legal Opinion 2018;
- 25.7. Rules of Procedure for Drafting and Reviewing of Bill and Delegated Legislation 2018; and
- 25.8. OAG Roles, Mandates, and Parenting Framework 2020.



