



**BANGLADESH BANK**  
PAYMENT SYSTEMS DEPARTMENT  
HEAD OFFICE  
MOTIJHEEL C/A, DHAKA-1000  
Website: www.bb.org.bd

## Invitation for Tender

Tender No. PSD(NPSB)/19/2015- 2028

Date: 03 /11/2015

Tender through electronic media (e-Tender) is invited from nationally reputed IT firms to provide maintenance support including replacement services (if necessary) for hardware devices/components/servers alongwith operating system and database license renewal for the IT system of National Payment Switch Bangladesh (NPSB). Other necessary information are given below:

01	Procuring entity	: Payment Systems Department, Bangladesh Bank, Head office, Motijheel, Dhaka-1000.
02	Source of Funds	: Bangladesh Bank.
03	Invitation for Tender No.	: PSD(NPSB)/19/2015-2028
04	Method of Procurement	: Open Tendering Method (OTM)
05	Eligibility of Tenderer	: i. Tenderers must have the registration with RJSC for at least five years back. ii. Tenderers must have 03 (three) years specific experience on respective field. iii. Tenderers must have experience of installing and maintaining at least 02 IT projects of similar nature in any Govt/Semi-Govt./Autonomous organizations or well established registered reputed companies in Bangladesh in the last 3 (three) years. iv. Tenderers must have authorization from Oracle Corporation and other world renowned company/manufacturer preferably Microsoft/Cisco/Thales. v. Tenderers must have required skilled certified manpower preferably on Microsoft Windows, Sun Oracle, Oracle Database, etc. vi. Tenderers must have liquid assets or line of credit net-off current commitment worth Tk. 10 (ten) million and yearly turnover of Tk. 30 (thirty) million in the last 03 (three) years. vii. Tenderers must have to fulfil the qualification/eligibility criteria stipulated in the terms and conditions of the Tender Documents, failing of which may result rejection of the proposal and considered as non-responsive.
06	Address of the web Receiving Tender Document	: Submit through website: www.bb.org.bd (e-Tender)
07	Name & Address of the Receiving entity	: General Manager, Payment Systems Department (27th floor of 2nd Annex Building), Bangladesh Bank, Head Office, Motijheel, Dhaka-1000.
08	Last Date and Time for Submission of Tender Document through web	: 30 November, 2015 up to 2:30 P.M. Bangladesh Standard Time (BST)
09	Date, Time and Place for Tender Opening	: All Tenders will be opened at Payment Systems Department (27th floor of 2nd Annexe Building), Bangladesh Bank, Head Office, Dhaka on 30 November, 2015 at 3.00 P.M BST (Intending Tenderers or their authorized representatives are allowed to attend the Tender Opening).
10	Brief Description of Services	: Regular maintenance for IT systems of NPSB which includes: a) Sun SPARC M5000 Server b) Sun SPARC T4-1 Server c) Sun Fire X4170 Server d) Sun Server Rack e) Thales HSM Payshield 9000 f) Oracle Database Local Support g) Reinstallation/ Reconfiguration/ Upgrade/ Licence renewal of software which includes: Operating Systems (Solaris, Windows), Oracle Database Enterprise Edition, Oracle RAC, Oracle Database Firewall and other related software for clustering and security.
11	Period of Operation & Maintenance works	: 03(Three) years from the date of contract signing.
12	The amount of the Tender Security	: BDT 20,00,000 (Taka Twenty Lac Only)
13	Special Instructions	: i. Tenderers will submit their offer through Bangladesh Bank web site (e-Tendering) & must provide valid e-mail address. ii. Tenderers should submit original copies of attested documentary evidence as required at the time of tender opening or as and when requested, failing which the Tender may be considered as non-responsive. iii. Tenderers will submit duly filled-in Form (General Information of the Tenderers) as per format given in Tender Document. iv. In case of authorization, the Tenderers will have to nominate & submit attested signature with all other particulars of the authorized person as documentary evidence to the undersigned withiin scheduled time. v. Furnishing of any incorrect, false, misleading documents may result in rejection of tender and may lead to action under PPR 2008/BBPR 2004. vi. Bangladesh Bank reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

sd/-

(K.M. Abdul Wadood)

General Manager

Phone: 9530174

E-mail: abdul.wadood@bb.org.bd



**Bangladesh Bank**  
Payment Systems Department  
Head Office, Dhaka-1000

**REQUEST FOR PROPOSAL FOR THE  
SELECTION OF IT Firm FOR**

Regular maintenance for IT systems of NPSB which includes: a) Sun SPARC M5000 Server b) Sun SPARC T4-1 Server c) Sun Fire X4170 Server d) Sun Server Rack e) Thales HSM Payshield 9000 f) Oracle Database Local Support g) Reinstallation/Reconfiguration/Upgrade/Licence (CSI) Renewal of software which includes: Operating Systems (Solaris, Windows), Oracle Database Enterprise Edition, Oracle RAC, Oracle Database Firewall and other related software for clustering and security.

**Invitation for Proposals No: PSD (NPSB)/19/2015-2028**  
**Issued on: 03 November, 2015**

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## Letter of Invitation

[If applicable, insert: Invitation No.....]

[insert: Location and Date]

[Insert: Name and Address of IT Firm]

Dear Mr. /Ms.:

1. Bangladesh Bank has allocated funds for the cost of **Regular maintenance for IT systems of NPSB** and intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposal (RFP) Document is issued.
2. The Bangladesh Bank now invites proposals to provide the following consulting services: Regular maintenance for IT systems of NPSB which includes: a) SPARC Enterprise 5000 Server b) SPARC T4-1 Server c) Sun Fire X4170 M2 Server d) Sun Server Rack e) Thales HSM Payshield 9000, etc. and reinstallation/reconfiguration/upgrade/license (CSI) Renewal of the software which includes: Oracle Database, Operating Systems (Solaris, Windows) and other related software for clustering and security. More details on the services are provided in the Terms of Reference.
3. IT firm will be selected under Least Cost Selection (LCS) method and procedures for selection are described in the RFP Document.
5. In addition to the Letter of Invitation, the RFP Document includes the following Sections:
  - Section 1: Instructions to IT Firms (ITC)
  - Section 2: Proposal Data Sheet (PDS)
  - Section 3: General Conditions of Contract (GCC),
  - Section 4: Particular Conditions of Contract (PCC),
  - Section 5: Proposal & Contract Forms
  - Section 6: Terms of Reference (TOR)
6. Please inform us in writing, preferably by electronic mail, at the following address [insert address], upon receipt:
  - (a) that you have received the Letter of Invitation and the RFP; and
  - (b) whether you will submit a Proposal alone or in association with any other Firm.

Yours sincerely,

# Section 1. Instructions to IT Firms

## A. General

1. **Scope of Proposal**
  - 1.1 The Client, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
  - 1.2 Only those IT Firms meeting the qualification criteria mentioned in clause 5 are eligible to submit a Proposal for the services required for the assignment.
  - 1.3 The successful IT Firm shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the PDS.
2. **Interpretation**
  - 2.1 Throughout this RFP:
    - (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; in written form with proof of receipt;
    - (b) if the context so requires, singular means plural and vice versa; and
    - (c) “day” means calendar day unless otherwise specified as working days;
    - (d) “**Request for Proposal Document**” means the Document provided by the Client to an IT Firms a basis for preparation of proposal; and
    - (e) “**Proposal**” depending on the context, means a proposal submitted by an IT Firm for delivery of Services to a Client in response to an invitation for Request for Proposal.
3. **Source of Funds**
  - 3.1 The Client has been allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
  - 3.2 For the purpose of this provision, “**public funds**” means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or loan, grants and credits aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
  - 3.3 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

**4. Corrupt, Fraudulent, Collusive or Coercive Practices**

- 4.1 The Government requires that Clients, as well as IT Firms, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
- 4.2 In pursuance of this requirement, the Client shall
- (a) exclude the IT Firm from participation in the procurement proceedings concerned or reject a proposal for award; and
  - (b) declare the IT Firm ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- if it, at any time, determines that the IT Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
- 4.3 The Government requires that client as well as IT Firm shall, during procurement proceedings and delivery of Services under Public funds, ensure –
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b) abiding by code of ethics as mentioned in Rule 127 of the Public Procurement Rules, 2008 and
  - (c) that neither it's any officer nor any staff nor any other agents or intermediaries working on its behalf engage in any such practice as detailed in ITC Sub Clause 4.3 (b).
- 4.4 Should any corrupt or fraudulent practice of any kind referred to in ITC Clause 4.5 come to the knowledge of the Client, it shall, in the first place, allow the IT Firm to provide an explanation and shall, take actions as stated in ITC Clause 4.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the IT Firm concerned. Any communications between the IT Firm and the Client related to matters of alleged fraud or corruption shall be in writing
- 4.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client;
  - (c) “collusive practice” means a scheme or arrangement among



two and more IT Firms with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and

- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

4.6 The IT Firm shall be aware of the provisions on fraud and corruption stated in GCC Clause 4 and GCC Sub-Clause 16.3.

**5. Eligible IT Firms**

5.1 Only IT Firms who have the specific experience are eligible to submit proposals.

5.2 The IT Firm has the legal capacity to enter into the contract.

5.3 The IT Firm shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 4.5.

5.4 The IT Firm is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.

5.5 The IT Firm has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of IT Firms provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

5.7 IT Firms have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the IT Firm or the termination of its Contract.

**6. Eligible Sub-Contracting Firms**

6.1 The requirements for eligibility as stated under ITC Clause 5 will extend to each Sub-Contractor, as applicable.

**7. Eligible Services**

7.1 All materials, equipment and supplies used by the IT Firm and services to be provided under the Contract shall have their origin in countries other than those specified in the PDS.

**8. Conflict of Interest**

8.1 IT Firms and all parties constituting the IT Firm shall not have a Conflict of Interest (COI), pursuant to Rule 55 of the Public Procurement Rule 2008.

**8.2** COI means a situation in which an IT Firm provides biased professional advice to a Client in order to obtain from that Client an undue benefit for himself/herself or affiliate(s)/associates(s).

**8.3 General**

The IT Firm (including any of his affiliates/associates), in deference to the requirements that the IT Firm provides professional and objective advice and at all times hold the Client's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in Sub Clauses 8.4 to 8.6 below.

**8.4 Conflicting Activities**

A firm that has been engaged by the Client to supply goods, provide Services, 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 Services, works, or services. Conversely, 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 supplying goods, providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, 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.

**8.5 Conflicting Assignments**

An IT Firm (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the IT Firm to be executed for the same or for another Client. For example, an IT Firm hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an IT Firm assisting a Client in the privatization of public assets shall not purchase, nor advice Clients of, such assets. Similarly, an IT Firm hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

**8.6 Conflicting Relationships**

(a) An IT Firm (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

(b) Client's officials, who have an interest, directly or indirectly, with a firm or individual that is participating or has participated in a

Procurement proceedings of that Client, shall declare its relationship with that firm or individual and consequently not participate in any proceedings concerned with that specific Procurement at any stage including from when the specifications are written and qualification criteria are established up to the Supply of Goods or execution of the Works are completed and, until all contractual obligations have been fulfilled.

**9. Unfair Advantage**

9.1 If an IT Firm could derive a competitive advantage from having provided consulting services related to this proposed assignment, the Client shall make available to all IT Firms together with this RFP Document all information that would in that respect give such IT Firm any competitive advantage over the competing IT Firms.

**10. Site Visit**

10.1 The IT Firm, at the IT Firm's own cost, responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services.

**B. Request for Proposal**

**11. RFP Document**

11.1 The Sections comprising the Request for Proposal are listed below.

- **Section 1 : Instructions to IT Firms (ITC)**
- **Section 2 : Proposal Data Sheet (PDS)**
- **Section 3 : General Conditions of Contract (GCC),**
- **Section 4 : Particular Conditions of Contract (PCC),**
- **Section 5 : Proposal and Contract Forms**
  - A. **Technical Proposal: Standard Forms**
  - B. **Financial Proposal: Standard Forms**
  - C. **Original Proposal Security (Form G-6)**
  - D. **Form for Performance Security (Form G-9)**
  - E. **Form of Contract**
  - F. **Appendices**
- **Section 6: Terms of Reference (TOR)**

11.2 The Client is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Client.

11.3 The IT Firm is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.

**12. RFP Clarification**

12.1 An IT Firm requiring any clarification of the RFP Document shall contact the Client in writing at the Client's address indicated in the PDS before **two-third** of the time allowed for preparation and submission of Proposal elapses.

12.2 The Client is not obliged to answer any clarification request received

after that date as stated under ITC 12.1

12.3 The Client shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITC Sub Clause 12.1.

12.4 The Client shall forward copy of its response to all those IT Firms, including a description of the enquiry but without identifying its source pursuant to Rule 117(22) of the Public Procurement Rules, 2008.

12.5 Should the Client deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITC Clause 14.

**13. Pre-proposal Meeting**

13.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the PDS, invite IT Firms to a Pre-Proposal Meeting at the place, date and time as specified in the PDS.

13.2 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the IT Firms not later than seven (7) days of the date of the meeting. Any revision to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 14 and not through the minutes of the pre-Proposal meeting

**14. RFP Amendment**

14.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from an IT Firm, may revise the RFP Document by issuing an Addendum.

14.2 The Addendum issued under ITC Sub Clause 14.1 shall become an integral part of the RFP Document and shall be communicated in writing to all the IT Firms, to enable the IT Firms to take appropriate action.

14.3 To give a prospective IT Firm reasonable time in which to take any amendment into account in preparing its Proposal, the Client may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC 30.

**C. Proposal Preparation**

**15. Proposal: Only one & Preparation Costs**

15.1 A qualified IT Firm, including its affiliate(s), pursuant to Rule 96 (2) of the Public Procurement Rules 2008 may submit only one (1) Proposal. If an IT Firm submits or participates in more than one (1) Proposal, all such proposal shall be rejected.

15.2 A firm, proposed as a Sub-Contractor in any Proposal pursuant to Rule 53(2) of the Public Procurement Rules, 2008, may participate in more

than one Proposal, but only in the capacity of a Sub-Contractor.

15.3 An IT Firm submitting a Proposal individually pursuant to Rule 53(5) of the Public Procurement Rules, 2008, or as JVCA partner, shall not be accepted as Sub-Contractor to any other IT Firm in the same procurement process.

15.4 The IT Firm shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

**16. Proposal:  
Language**

16.1 The Proposal shall be written in the **English** language. Correspondences and documents relating to the Proposal may be written in English or **Bangla**. Supporting documents and printed literature furnished by the IT Firm that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or **Bangla** language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern.

**17. Proposal:  
Documents**

17.1 The Proposal prepared by the IT Firm shall comprise the following:

- (a) Technical Proposal;
- (b) Financial Proposal;
- (c) documentary evidence establishing the IT Firm's eligibility; and
- (d) any other document required as stated in the PDS.

**18. Proposal:  
Preparation**

18.1 In preparing its Proposal, the IT Firm shall examine in detail the documents comprising the RFP Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Proposal.

18.2 The IT Firm shall prepare the Technical Proposal in accordance with ITC Clauses 19 and 20 using the forms furnished in Section **5A**: Technical Proposal; Standard Forms.

18.3 The IT Firm shall submit the Financial Proposal in accordance with ITC Clause 21 and 22 and using the forms furnished in Section **5B**: Financial Proposal; Standard Forms.

18.4 All the forms mentioned in ITC Sub Clauses 20.1 and 21.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected.

**19. Technical  
Proposal  
Preparation**

19.1 While preparing the Technical Proposal, an IT Firm must give particular attention to the instructions provided in ITC Sub Clause 19.2 through 19.14 inclusive.

19.2 If an IT Firm considers that it does not have all the expertise required for the assignment, it may obtain that expertise with other IT Firms or entities in a joint venture or Sub-Consultancy as appropriate.

- 19.3 The IT Firm wishing to obtain expertise from other IT Firms or entities may participate in the procurement proceedings by forming a Joint Venture, pursuant to Rule 54 of the Public Procurement Rules, 2008.
- 19.4 Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case on a non-judicial stamp of value or equivalent as stated in the PDS, duly signed by all legally authorised representatives of the IT Firms who are parties to such agreement.
- 19.5 Joint Venture, as stated under ITC Sub Clause 19.3, with other non- IT Firms at the time of submission of a Proposal is not admissible without the permission of the Client, which must be obtained prior to the deadline for submission of a Proposal.
- 19.6 Joint Venture, as stated under ITC Sub Clause 19.3, among the IT Firms at the time of submission of a Proposal is not permitted, and the Client shall disqualify such Proposal.
- 19.7 The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Client.
- 19.8 The IT Firm appointing another IT Firm as a Sub-Contractor, as stated under ITC Sub Clause 19.2, at the time of submission of Proposal will not require prior permission of the Client but in such cases, the Proposal shall be submitted in the title of the IT Firm.
- 19.9 In the event of Sub-Consultancy, as stated under ITC Sub Clause 19.8, the Proposal should include a covering letter signed by an authorized representative of the IT Firm with full authority to make legally binding contractual and financial commitments on behalf of the IT Firm, **plus** a copy of the agreement(s) with the Sub-Contractor(s).
- 19.10 Sub-Consultancy (s) shall in no event relieve the IT Firm from any of its obligations, duties, responsibility or liability under the Contract.
- 19.11 For LCS or Least Cost Selection based assignments, only the estimated total of Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the IT Firm.
- 19.12 For Fixed Budget Selection assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the PDS but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.
- 19.13 Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the IT Firm or has an extended and stable working relationship with it.

19.14 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. Conversely, one Key professional staff is not allowed to offer his/her inputs in more than one Proposal for this particular assignment and, in this particular procurement process.

**20. Technical Proposal: Format and Content**

20.1 The Technical Proposal shall provide the following information using the Standard Forms (**Section 5A**):

- (a) Form **5A1**: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the IT Firm:
- (b) Form **5A2**: giving a brief description of the IT Firm's organization and an outline of **experience** of the IT Firm and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Contractors/Professional staff/experts who participated, duration of the assignment, contract amount, and the IT Firm's involvement. Information should be provided only for those assignments for which the IT Firm was legally contracted by the Client as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other firms cannot be claimed as the experience of the IT Firm, or that of the IT Firm's associates, but can be claimed by the Professional staff/experts themselves in their CVs. IT Firms should be prepared to substantiate the claimed experience if so requested by the Client.
- (c) Form **5A3**: indicating comments and suggestions that the IT Firm may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Client etc.
- (d) Form **5A4**: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form **5A5**) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form **5A6**: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (f) Form **5A7**: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
- (g) Form **5A8**: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (h) Plus, a detailed description of the proposed methodology,

staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment.

- (i) Any additional information that might be requested in the PDS.

20.2 The Technical Proposal shall not include any financial information. **A Technical Proposal containing financial information may be rejected.**

## **21. Financial Proposal Format and Content**

21.1 The Financial Proposal shall be prepared using the Standard Forms. It shall list all costs associated with the assignment, including **(a)** remuneration for staff, and **(b)** reimbursable expenses indicated in the PDS. If appropriate, these costs should be broken down by activity.

21.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items.

21.3 The Financial Proposal shall provide the following information using the Standard Forms (**Section 5B**):

- (a) Form **5B1**: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the IT Firm. Commissions and gratuities, if any, paid or to be paid by IT Firms and related to the assignment will be listed in the form.
- (b) Form **5B2**: Being the Summary of Costs against Staff Remuneration and Local Support Expenses;
- (c) Form **5B3**: Being the breakdown of Hardware Maintenance Expenses Including Spare parts and CSI Renewal;
- (d) Form **5B4**: Being the breakdown of Reinstallation/ Reconfiguration/ Upgrade/ Licence (CSI) Renewal Expenses of Software;
- (e) Form **5B5**: Being the breakdown of Staff Remuneration and Local Support Cost;
- (f) Form **5B6**: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;

21.4 If appropriate, all these costs should be broken down by activity.

## **22. Taxes**

22.1 The IT Firm is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the IT Firm to be familiar with the relevant laws in Bangladesh, and to determine the taxes, duties, fees, levies and other charges and associated amounts to be paid under the Applicable Law, if the Contract is awarded. Pursuant to Section 60 (3) of the Public Procurement Act, any such amounts on account of local taxes shall not be considered in the Financial Evaluation of the Proposal as they will be discussed at contract negotiation and applicable amounts will be included in the Contract Price.

## **23. Client Inputs**

23.1 The Client shall:

- (a) provide at no cost to the IT Firm the inputs and facilities specified in the PDS;



- (b) make available to the IT Firm, relevant project data and reports at the time of issuing the RFP Document; and
- (c) assist the IT Firm in obtaining relevant project data and reports from other related departments/divisions, which will be required by the IT Firm to prepare the proposal.

**24. Alternative Proposals**

24.1 Unless otherwise stated in the PDS, alternative proposals shall not be considered.

**25. Proposal Currency**

25.1 All prices shall be quoted in Bangladesh Taka unless otherwise stated in the PDS.

25.2 Prices quoted by the IT Firm shall be fixed throughout the contract period unless otherwise specified in the PDS.

**26. Proposal Validity**

26.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Client.

26.2 IT Firms shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period including extension, if any. The Client will make its best effort to complete negotiations within this period.

**27. Extension of Proposal validity**

27.1 In justified exceptional circumstances, prior to the expiration of the proposed validity period, the Client pursuant to Rule 21 of the Public Procurement Rules 2008 may solicit, not later than ten (10) days before the expiry date of the Proposal validity, compulsorily all the IT Firms' consent to an extension of the period of validity of their Proposals.

27.2 The IT Firms consenting in writing to the request as stated under ITT Sub clause 27.1 shall not be required or permitted to modify its Proposal under any circumstances.

27.3 If the IT Firms are not consenting in writing to the request made by the Client, its Proposal shall not be considered in the subsequent evaluation.

**28. Proposal Format and Signing**

28.1 The IT Firm shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 20.1 and one (1) original of the Financial Proposal as described in and clearly mark them "ORIGINAL".

28.2 The IT Firm shall prepare the number of copies as specified in the PDS of the Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

28.3 The original and all copies of the Technical and the original of the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the IT Firm to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

28.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

## D. Proposal Submission

### 29. Proposal: Sealing and Marking

29.1 The IT Firm shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".

29.2 The IT Firm shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

29.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

- (a) bear the name and address of the IT Firm;
- (b) be addressed to the Client at the address specified in the PDS;
- (c) bear the name of the Proposal as specified in the PDS; and
- (d) bear a statement "**DO NOT OPEN BEFORE 3.00 p.m. on 30/11/2015.**" The date for opening as specified in the PDS.

29.4 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.

29.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

### 30. Proposal: Submission Deadline

30.1 Proposals shall be delivered to the Client at the address specified under ITC Sub-Clause 29.3 (b) no later than the date and Time indicated in the PDS.

30.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the IT Firm with a receipt showing the date and time when it's Proposal was received.

30.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 14, in which case all rights and obligations of the Client and IT Firms previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 31. Proposal Submitted Late

31.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 30 shall be declared **LATE** and returned unopened to the IT Firm.

## E. Proposal Opening and Evaluation

### 32. Technical Proposal Opening

32.1 Proposals shall be opened pursuant to Section 58 of the Public Procurement Act, 2006 and Rule 7, 118(2), (3) and (4) of the Public Procurement Rules, 2008.

- 32.2 The Client shall open all the Technical Proposals received shortly after the deadline for submission and at the place specified in the PDS. There shall be no public opening of the Technical Proposals.
- 32.3 The Financial Proposals shall be kept closed in the safe custody of the Head of the Procuring Entity until such time as the evaluation of Technical proposal has been completed, pursuant to Rule 118 (3) of the Public Procurement Rules.
- 33. Restriction on Disclosure of information relating to Procurement Process**
- 33.1 Following the opening of the Technical Proposals by the Client's PEC, and until the Contract is signed, no IT Firm shall make any unsolicited communication to the Client or PEC, pursuant to Rule 31 of the Public Procurement Rules, 2008.
- 33.2 From the time the Proposals are opened to the time the Contract is awarded, any effort by any IT Firm to influence the Client or PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in rejection of the IT Firm's Proposal.
- 34. Clarification of Proposal**
- 34.1 The Client's Proposal Evaluation committee (PEC) may ask the IT Firms for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the IT Firms shall be in writing, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any of the key staff or elements of the Proposal will neither be sought nor be permitted.
- 34.2 If an IT Firm does not provide clarifications of its Proposal by the date and time set in the PEC's written request for clarification, its Proposal shall not be considered in the evaluation.
- 34.3 Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.
- 34.4 All clarification requests shall remind the IT Firms of the need for confidentiality and that any breach of confidentiality on the part of the IT Firm may result in their Proposal being disqualified and rejected as stated in ITC Sub clause 33.1
- 34.5 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary, and approved by the Competent Authority following Rule 119 (11) of the Public Procurement Rules, 2008.
- 35. Examination of Conflict of Interest Situation**
- 35.1 During the evaluation of the Technical Proposals, the Client shall ascertain that no new COI situations have arisen since the IT Firm was qualified. If the Client identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.
- 35.2 If an IT Firm or its affiliate is found to be in a COI situation during the technical evaluation, the Client shall review the case and either

disqualify the IT Firm or ask the IT Firm to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the IT Firm shall be rejected.

35.3 If an IT Firm has been found to mislead the Client by neglecting to provide information or by denying the existence of a COI situation, the IT Firm's proposal shall be rejected.

**36. Proposal:  
Technical  
Evaluation**

36.1 All Technical Proposals shall be evaluated in accordance with the Request for Proposal (RFP) and the Terms of Reference (TOR) pursuant to the provisions laid down in Section 59 of the Public Procurement Act, 2006 and Rule 119 of the Public Procurement Rules, 2008

36.2 The PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals on the basis of their responsiveness to the RFP and TOR, applying the evaluation criteria, sub criteria, and points system, pursuant to Rule 117 (24) (c) and Rule 117 (27) of the Public Procurement Rules, 2008, as specified in the PDS.

36.3 The points for each Technical Proposal shall then be calculated as average of the points given by all the members including the Chairperson of the PEC for the respective Proposal.

36.4 Technical Proposals thus given a Technical Points (Tp), as stated under ITC Sub Clause 37.2, not securing the precise minimum as specified in the PDS, shall be considered non-responsive.

**37. Financial  
Proposal  
Opening**

37.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed and approved by the Client pursuant to Section 59 of the Public Procurement Act 2006, and Rule 120 of the Public Procurement Rules 2008, the Client shall notify in writing, those IT Firms that have secured the precise minimum Technical points (Tp), indicating the date, time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such notification.

37.2 The Client shall simultaneously notify those IT Firms whose Technical Proposals did not meet the precise minimum Technical Points (Tp) or were considered non-responsive to the RFP and TOR indicating that their Financial Proposals will be returned unopened after completing the selection process.

37.3 Financial Proposals shall be opened publicly in the presence of the IT Firms' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the IT Firms, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening and these shall be furnished, upon request, to IT Firms who's Financial Proposals were opened.

**38. Proposal:  
Financial  
Evaluation**

38.1 The Proposal Evaluation Committee (PEC) will review the detailed content of each Financial Proposal. During the review, the committee and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any IT Firm who has submitted a Financial Proposal.

38.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced shall be deemed to be included in the prices of other activities or items of the Proposal, as stated under ITC Sub Clause 21.2.

38.3 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) Any IT Firm that does not accept the correction of errors as determined in a, b, and c, its Proposal shall be disqualified and its Proposal Security may be forfeited.

38.4 If the IT Firm does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

38.5 Pursuant to Section- 60(3) of the Public Procurement Act, 2006, the Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this Intellectual and Professional Services.

38.6 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial Points (Fp) of **100**. The Financial Points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 38.7.

38.7 The points for other Financial Proposals, as stated under ITC Sub Clause 38.7, shall be computed using the formulae:  $F_p = \frac{100 \times F_m}{F}$ ; **Fp** being the Financial Point of the Proposal under evaluation, **Fm** being the lowest Financial Proposal Price and, **F** being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as

stated under ITC Sub Clause 38.3, 38.5 and 38.8.

38.8 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; PEC 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 Proposal Price in this respect.

[For the purpose of ITC Sub Clause 38.8, if a Technical Proposal indicates the presence of the Team Leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount]

38.9 Pursuant to Rule 120(3) of the Public Procurement Rules, 2008, the IT Firm shall be kept informed of such errors discovered during arithmetic corrections stated under ITC Sub Clause 38.3.

**39. Proposal:  
Combined  
Evaluation**

39.1 In QCBS the Proposals will be ranked according to their combined scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal;  $T + F = 1$ ) pursuant to Rule 117 (24) (b) and 121 of the Public Procurement Rules 2008 as indicated in the PDS:

$Cs = Ts$  (Technical score) +  $Fs$  (Financial score). [  $Ts$  being  $Tp \times T\%$  and  $Fs$  being  $Fp \times F\%$ ] The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 40 to 44.

39.2 In the case of Fixed-Budget Selection (**FBS**), the Client will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC Clauses 40 to 44.

39.3 In the case of FBS, the Client will select the IT Firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget amount excluding all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law.

39.4 In the case of FBS, adjustments made by the PEC to correct omissions or inconsistencies detected during the evaluation of the Financial Proposal if raises the Proposal Price above the available budget indicated in the RFP, the Proposal shall be considered non-responsive.

39.5 In the case of the Least-Cost Selection, the Client will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC Clause 40 to 44.

**40. Proposal:  
Negotiation**

40.1 Negotiations will be held at the address indicated in the PDS. The invited IT Firm will, as a prerequisite for attendance at the negotiations,

confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.

**41. Proposal  
Negotiation:  
Technical**

41.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, training inputs (if training is a major component) and any suggestions made by the IT Firm to improve the Terms of Reference. The Client and the IT Firm will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “**Description of Services**”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the IT Firm.

41.2 The PEC may, in particular, require the invited IT Firm to substitute a key staff, if it was found during evaluation that he/she is not fit enough for the proposed assignment.

**42. Proposal  
Negotiation:  
Financial**

42.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services for QCBS, LCS or FBS. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts’ inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.

42.2 Unless the IT Firm and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 22.1, on the IT Firm, proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the IT Firm during negotiation and, requisite provisions shall be made for them in the Contract Price.

42.3 If applicable, it is the responsibility of the IT Firm, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the IT Firm under the Contract.

**43. Availability of  
Professional  
staff/experts**

43.1 Having selected the IT Firm on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available. The Client 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/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

**44. Proposal  
Negotiations:**

44.1 The PEC with participation of the Client and the successful IT Firm shall, in order to conclude the negotiation, sign the agreed minutes of

## Conclusion

negotiations and initial the proposed draft Contract Agreement.

- 44.2 If negotiation fails, the PEC, pursuant to Section-60(2) of the Public Procurement Act, 2006, will negotiate with the next highest evaluated IT Firm, and similarly with other evaluated IT Firms until a Contract is signed, but it shall not negotiate simultaneously with more than one IT Firm.
- 45. Rejection of all Proposals**
- 45.1 The Client, on justifiable grounds, may annul the Procurement proceedings, any time prior to the deadline for submission of the Proposals following specified procedures, pursuant to Rule 35 of the Public Procurement Rules, 2008.
- 45.2 All Proposals received by the Client shall be returned unopened to the IT Firms in the event the Procurement proceedings are annulled as stated under ITC Sub Clause 45.1.
- 45.3 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client, pursuant to Rule 123 of the Public Procurement Rules, 2008, reject them under the following grounds -
- (a) The Proposals containing major deficiencies in responding to the RFP.
  - (b) The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.
  - (c) Evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
- 45.4 The Client may further annul the Procurement proceedings any time prior to signing of the Contract following specified procedures, pursuant to Rule 33 of the Public Procurement Rules, 2008, in accordance with Section 19 of the Public Procurement Act, 2006.
- 46. Informing reasons for rejection**
- 46.1 Notice of the rejection, pursuant to Rule 35 of the Public Procurement Rules, 2008, will be given promptly within seven (7) days of decision taken by the Client to all IT Firms, and the Client will, upon receipt of a written request, communicate to any IT Firm the reason(s) for its rejection but is not required to justify those reason(s).

## F. Contract Award

- 47. Contract Award**
- 47.1 The Client shall, within seven (7) working days of receipt of approval of the Contract in accordance with Section 61 of the Public Procurement Act, 2006 and Rule 124 of the Public Procurement Rules, 2008, and provided that no complaint or appeal has been lodged or is still under consideration following Rules 57, 59 and 60 of the Public Procurement Rules, 2008, prior to the Proposal validity period, invite the successful IT Firm to sign the Contract; so that the Contract comes into force before expiration of the Proposal validity, pursuant to Rule 122 (2) of the Public Procurement Rules, 2008.
- 48. Publication of award of Contract**
- 48.1 Particulars relating to award of Contract of Taka **five (5)** million and above, in prescribed format, shall be notified by the Client to the Central Procurement Technical Unit within seven (7) days of signing of the Contract for publication in their website, and that notice shall be



kept posted for not less than a month pursuant to Rule 126(3) of the Public Procurement Rules, 2008.

**49. Advising Unsuccessful IT Firms**

49.1 The Client shall, following signing of the Contract with the successful IT Firm, promptly notify the other IT Firms whose Proposals were technically responsive that they have been unsuccessful, pursuant to Section 63 of the Public Procurement Act, 2006 and Rule 126(1) of the Public Procurement Rules, 2008. The Client shall also return their unopened Financial Proposals.

**50. Debriefing**

50.1 Debriefing of IT Firms by the Client shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her, pursuant to Rule 37 of the Public Procurement Rules, 2008, without disclosing information about any other IT Firm.

**51. Commencement of Services**

51.1 The IT Firm is expected to commence the assignment on the date and at the location specified in the PDS.

**52. IT Firms Right to Complain**

52.1 Any IT Firm has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Client to fulfil its obligations in accordance with Section 29 of the Public Procurement Act, 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.

52.2 Circumstances in which a formal complaint may be lodged in sequence by the IT Firm against the Client pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.

52.3 The IT Firm shall submit his or her complaint in writing within seven (7) days of becoming aware of the circumstances giving rise to the complaint.

52.4 In the first instance, the IT Firm shall submit his or her complaint to the Client who issued the RFP Document.

52.5 An IT Firm may appeal to a Review Panel only when that IT Firm has exhausted all his or her options of complaints to the administrative authority as stated under ITC Sub Clause 52.2.

**53. Proposal Security**

53.1 The Firm shall furnish as part of its Proposal, a Proposal Security in original form (Form G-6) and in the amount specified in the PDS.

53.2 The Proposal Security shall:

- (a) at the Firm's option be either:
  - (i) in the form of a bank draft or pay order; or
  - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank of Bangladesh in the format furnished in Section 5: Proposal and Contract Forms;
- (b) be payable promptly upon written demand by the Client in the case of the conditions listed in Sub-Clause 53.5 being invoked; and
- (c) remain valid for a period of twenty-eight (28) days beyond the original validity period of Proposals.

53.3 A Proposal not accompanied by a valid Proposal Security in accordance with Sub-Clause 53.2, shall be rejected by the Client as non-responsive.

53.4 Unsuccessful IT Firms' Proposal Security will be discharged or returned within twenty-eight (28) days of the end of the Proposal validity period. The Proposal Security of the successful IT Firm will be discharged upon the successful IT Firm's furnishing of the Performance Security pursuant signing the Contract Agreement.

53.5 The Proposal Security may be forfeited:

- (a) if an IT Firm withdraws its Proposal during the period of Proposal validity specified by the firm on the Proposal Submission Sheet.
- (b) if the successful IT Firm fails to:
  - (i) accept the correction of its proposal Price pursuant; or
  - (ii) furnish a Performance Security.
  - (iii) sign the Contract..

**54. Performance Security**

54.1 Within fourteen (14) days of the receipt of Notification of Award from the Purchaser, the successful IT Firm shall furnish Performance Security for the due performance of the Contract in the amount specified in the PDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.

54.2 The Performance Security shall be valid until a date twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

54.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

## Section 2. Proposal Data Sheet

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to IT Firms.
1.1	General Manager, Payment Systems Department, Bangladesh Bank, 2 <sup>nd</sup> Annex Building (27 <sup>th</sup> Floor), Head Office, Motijheel, Dhaka-1000, Phone: 02-9530174
1.3	The assignment is not phased The Service tenure is <b>Thirty Six (36)</b> months
3.1	The source of Fund is Bangladesh Bank
3.3	The development partner is None.
7.1	Materials, equipments and supplies used by the IT Firm are not permitted if they have originated in Israel.
15.1	For clarification of proposals the Client 's address is: Attention: Mr. Himadri Shekhar Sarder, Systems Analyst (Joint Director) Address: Payment Systems Department, 2 <sup>nd</sup> Annex Building (27 <sup>th</sup> Floor) Bangladesh Bank, Head Office Motijheel, Dhaka - 1000 Telephone: 01711238088 Facsimile number: N/A Electronic mail address: himadri.sarder@bb.org.bd
16.1	The Proposal shall be written in the English language.
17.1(d)	Other documents required to be submitted with the Proposal are: <ol style="list-style-type: none"> <li>1. Documents evidencing experience of at least three (03) years in IT Project development and maintenance service.</li> <li>2. Documents evidencing specific experience in completion of at least two (02) IT projects of similar nature in any Govt./ Semi-Govt./ Autonomous Organization/ Statutory Bodies/ Renowned Corporate House and having adequate skills and manpower.</li> <li>3. List of personnel with CV to be engaged in this service.</li> <li>4. Back-to-back authorization certificate with Oracle Corporation, Thales e-Security (if bidder does not submit authorization from Thales with the proposal, the bidder has to submit the same after winning the bid) and other manufacturer (if necessary)</li> <li>5. Evidence of liquid assets or line of credit net-off current commitment worth Tk. 10 (ten) million and yearly turnover of Tk. 30 (thirty) million in the last three (03) years.</li> <li>6. Certificate of RJSC for proving the registration at least five (05) years back.</li> </ol>

19.11	The estimated number of professional staff-months required for the assignment is 36X3 (one hundred and eight) including 1(one) full time expert who will be working onsite for Oracle Database support and skilled staffs as specified in the TOR. Staff-hour for upgrade services will be specified case to case basis.
19.12	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: N/A
19.13	<p>The minimum required qualification and experience of professional staff are as follows:</p> <p><b>1. Onsite Oracle Database Expert:</b> Oracle Certified Database Administrator having experience on Database Enterprise Edition of Perpetual Processor, Oracle Real Application Clusters, Partitioning, Diagnostic Pack, Tuning Pack, Advanced Security, Database Firewall, Enterprise Management Server and Bachelor/Master Degree in IT/CSE/EEE with experience of at least five (05) years in database development and administration.</p> <p><b>2. System Engineer:</b> Specialized on Oracle Server configuration such as SPARC Enterprise M5000, Sun Fire X4170 M2, SPARC T4-1 Server, Thales Hardware Security Module (HSM), Operating System: Solaris and Windows having Bachelor/Master Degree in IT/CSE/EEE and experience of at least five (05) years in related field.</p> <p><b>3. Network Engineer:</b> Cisco Certified Network Administrator specialized in Cisco Router, Firewall, Core Switch, Server Farm Switch having Bachelor/Master Degree in IT/CSE/EEE and experience of at least five (05) years in related field.</p>
20.1(h)	<p>Training/knowledge transfer is a component of this assignment. The details of training required are as follows:</p> <p>(1) IT firm shall prepare industry standard documentation of design documents, operation &amp; administrative plan and procedure and other technical documents as required and transfer those technical documents along with knowledge to the authorized personnel of Bangladesh Bank incrementally over the service tenure and finally at the end of the contract period.</p> <p>(2) IT firm shall train up at least two authorized personnel of Bangladesh Bank from each of the following area so that they can be self-sufficient to maintain and upgrade NPSB IT System:</p> <p>(a) Server Management and Maintenance;</p> <p>(b) Database Maintenance</p> <p>(c) IT Security System</p>
20.1(i)	<p>Additional information on the Technical Proposal includes;</p> <p><b>System Assessment Report:</b> IT firms are requested to go through the existing IT system of NPSB and submit an Assessment Report along with the Proposal based on their understanding about the systems. Necessary cooperation will be provided from Bangladesh Bank in this regard.</p>
21.3(d)	The Reimbursable expenses shall be the following: N/A
23.1	The Client will provide the following inputs and facilities while IT Firm's personnel will be working at Client's office:

	(1) Necessary Desk facilities and logistic support; (2) Reasonable support services;	
<b>26.1</b>	<b>Proposals must remain valid for 30 days after the submission date.</b>	
<b>28.2</b>	The IT Firm must submit their proposal through online (eTender). The Firm also submit <b>1 (one)</b> original for both the Technical Proposal and the Financial Proposal and <b>2(two)</b> copies of the Technical Proposal.	
<b>29.1</b>	The currency of the Proposal shall be: Bangladesh Taka	
<b>29.3(b)</b>	The Proposal submission address is: General Manager, Payment Systems Department, Bangladesh Bank, 2 <sup>nd</sup> Annex Building (27 <sup>th</sup> Floor), Motijheel, Dhaka-1000, Phone:02-9530174	
<b>30.1</b>	Proposals must be submitted no later than <b>2.30 PM on 30/11/2015 (dd/mm/yyyy)</b>	
<b>32.2</b>	The Technical Proposals will be opened in the PSD Meeting Room, Payment Systems Department, Bangladesh Bank, 2 <sup>nd</sup> Annex Building (27 <sup>th</sup> Floor), Motijheel, Dhaka-1000 at <b>3.00 pm on 30/11/2015 (dd/mm/yyyy)</b> .	
<b>37.2</b>	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	<b><u>Criteria, sub-criteria</u></b>	<b><u>Points</u></b>
	(i) Specific experience of IT projects of similar nature in any Govt./Semi-Govt./Autonomous Organization/ Statutory Bodies/ Renowned Corporate House.  <b>Experience:</b> (10+N, where 10 for 2 IT projects experience and N for additional 2.0 point for each project of additional experience, maximum 20 points)	<b>20</b>
	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference (TOR)	
	(a) Technical approach and methodology	10
	(b) Work plan	5
	(c) Organization and staffing	5
	Total points for criterion (ii):	<b>20</b>
	(iii) Professional staff qualifications and competence for the assignment	
	<b>a) Onsite Oracle Database Expert:</b> Oracle Certified Database Administrator having experience on Database Enterprise Edition of Perpetual Processor, Real Application Clusters, Partitioning, Diagnostic Pack, Tuning Pack, Advanced Security, Database Firewall, Enterprise Management Server having experience of at least five (05) years in database development and administration.  <b>Experience:</b> (15+N, where 15 for 5 years experience and N for additional 2.0 point for each year of additional experience, maximum 30 points)	<b>30</b>

	<p><b>b) System Engineer:</b> Specialized on Oracle Server configuration such as SPARC Enterprise M5000, Sun Fire X4170 M2, SPARC T4-1 Server, Thales Hardware Security Module (HSM), Operating System: Solaris and Windows having experience of at least five (05) years in related field.</p> <p><b>(Experience:</b> (10+N, where 10 for 5 years experience and N for additional 2.0 point for each year of additional experience, maximum 20 points)</p>	20
	<p><b>c) Network Engineer:</b> Certified Network Administrator (Cisco) specialized in Cisco Router, Firewall, Core Switch, Server Farm Switch having experience of at least five (05) years in related field.</p> <p><b>(Experience:</b> (7+N, where 7 for 5 years experience and N for additional 1.0 point for each year of additional experience, maximum 10 points)</p>	10
	<b>Total points for criterion (iii):</b>	<b>60</b>
	<b>TOTAL POINTS</b>	<b>100</b>
	The minimum Technical Score required to pass is: <b>75 Points.</b>	
<b>39.7</b>	The formula for determining the financial scores is the following: Not Applicable	
<b>40.1</b>	The weights given to the Technical and Financial Proposals are: Not Applicable	
<b>41.1</b>	The address for contract negotiations is: General Manager, Payment Systems Department, Bangladesh Bank, Head Office, Motijheel, Dhaka-1000	
<b>51.1</b>	The assignment is expected to commence on <b>01/01/2016 (dd/mm/yyyy)</b> at Dhaka	
<b>52.4</b>	The name and address of the office where complaints to the Procuring Entity under Regulation 51 are to be submitted is: General Manager, Payment Systems Department, Bangladesh Bank, Head Office, Motijheel, Dhaka-1000, Phone: 02-9530174	
<b>53.1</b>	The amount of the Proposal Security is: BDT <b>20,00,000 (Taka Twenty Lac Only)</b>	
<b>54.</b>	The amount of the performance security is: 5% of the total contract price	

## Section 3. General Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
  - (b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
  - (c) The **“Client”** is the party named in the PCC who engages the IT Firm to perform the Services.
  - (d) **“Completion”** means the fulfilment of the Services by the IT Firm in accordance with the terms and conditions set forth in the Contract.
  - (e) **“Completion Date”** is the date of actual completion of the fulfilment of the Services.
  - (f) The **“IT Firm”** is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the PCC and the Contract Agreement.
  - (g) **“Contract Agreement”** means the Agreement entered into between the Client and the IT Firm together with the Contract Documents.
  - (h) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
  - (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 50.1
  - (j) **“Day”** means calendar day unless otherwise specified as working day.
  - (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to GCC Clause 18.1
  - (l) **“GCC”** mean the General Conditions of Contract.
  - (m) **“Government”** means the Government of the People’s Republic of Bangladesh.
  - (n) The **“Intended Completion Date”** is the date on which it is intended that the IT Firm shall complete the Services as specified in the PCC.
  - (o) **“Member”** means in case where the IT Firm consists of a joint venture, any of the entities that make up the joint venture; and **“Members”** means all these entities.

- (p) **“Month”** means calendar month.
- (q) **“Party”** means the Client or the IT Firm, as the case may be, and **“Parties”** means both of them. Third party means any party other than Client as IT Firm.
- (r) **“Personnel”** means professionals and support staff provided by the IT Firm or by any Sub-Contractor and assigned to perform the Services or any part thereof; and **“Key Personnel”** means the Personnel referred to in GCC Sub Clause 24.1
- (s) **“Reimbursable expenses”** means all assignment-related costs other than IT Firm’s remuneration.
- (t) **“Remuneration”** means all costs related to payments of fees to the IT Firm for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC”** means the Particular Conditions of Contract.
- (v) **“Services”** means the tasks or activities to be performed and the services to be provided by the IT Firm pursuant to the Contract Agreement.
- (w) **“Sub-Contractor”** means any person or entity to whom/which the IT Firm subcontracts any part of the Services.
- (x) **“Third Party”** means any person or entity other than the Government, the Client, the IT Firm or a Sub-Contractor.
- (y) **“Writing”** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

- 2. **Phased Completion**
  - 2.1 If phased completion is specified in the PCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
- 3. **Communications and Notices**
  - 3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the PCC.
  - 3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
  - 3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 4. **Governing Law**
  - 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.
- 5. **Governing Language**
  - 5.1 The Contract shall be written in **English**. All correspondences and documents relating to the Contract may be written in English or **Bangla**. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in



English, in which case, for purposes of interpretation of the Contract, such translation shall govern.

5.2 The IT Firm shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**6. Documents Forming the Contract in Order of Precedence**

6.1 The following documents forming the Contract shall be interpreted in the order of priority:

- (a) the Contract Agreement;
- (b) the Particular Conditions of Contract (PCC);
- (c) the General Conditions of Contract (GCC);
- (d) the Appendix (1 to 7); and
- (e) any other documents as specified in the PCC forming part of the Contract.

**7. Assignment**

7.1. Neither the Client nor the IT Firm shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.

**8. Eligible Services**

8.1 All materials, equipment, plant, and supplies used by the IT Firm and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.

**9. Contractual Ethics**

9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.

**10. Joint Venture, Consortium or Association (JVCA)**

10.1 If the IT Firm is a Joint Venture all of the parties shall sign the Contract Agreement.

10.2 Each partner of the Joint Venture (this does not include sub consultancy) shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract.

10.3 The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client.

**11. Authority of Member in Charge**

11.1 In case the IT Firm is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client.

**12. Authorized Representatives**

12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the IT Firm may be taken or executed by the officials as specified in the PCC.

- 13. Relation between the Parties** 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the IT Firm. The IT Firm, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 14. Location** 14.1 The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
- 15. Taxes** 15.1 The IT Firm, Sub-Contractors and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price unless otherwise exempted by the Government.
- 16. Corrupt, Fraudulent, Collusive or Coercive Practices**
- 16.1 The Government requires that Client, as well as IT Firms shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
- 16.2 The Government requires that Client, as well as IT Firms shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
  - (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2(b).
- 16.3 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the IT Firm to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the IT Firm concerned. Any communications between the IT Firm and the Client related to matters of alleged fraud or corruption shall be in writing.
- 16.4 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the IT Firm alleged to have carried out such practices, the Client will :
- (a) exclude the IT Firm from further participation in the particular Procurement proceeding; or
  - (b) declare, at its discretion, the IT Firm to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 16.5 The IT Firm shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public

Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

- 16.6 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

## **B. Commencement, Completion and Modification of Contract**

- 17. Effectiveness of Contract** 17.1 The Contract shall come into force and effect on the date, called the "Effective Date".
- 18. Effective Date** 18.1 This Contract shall come into effect on the date the Contract is signed by both parties. The date the Contract comes into effect is defined as the Effective Date.
- 19. Termination of Contract for Failure to Become Effective** 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 20. Commencement of Services** 20.1 The IT Firm shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.
- 21. Expiration of Contract** 21.1 Unless terminated earlier pursuant to GCC Clauses 63 to 66, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.
- 22. Modifications or Variations** 22.1 Pursuant to Rule 104 (d)(8) of the Public Procurement Rules,2008, the Client may notify the IT Firm to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
- 22.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 22.3 The IT Firm shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 22.2. The estimate shall comprise the following:
- (a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
  - (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant

outputs;

- (c) a detail costing covering the total amount of the Variation Orders; and
- (d) a proposed revision of the schedule of payments as approved, if required.

22.4 Variation Orders, as stated under GCC Sub Clause 22.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof, pursuant to Rule 74(4) of the Public Procurement Rules, 2008.

22.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 22, the breakdown of the unit price provided in Forms 5B3 and 5B4 shall be the basis.

### C. IT Firm's Personnel and Sub-Contractors

#### 23. General

23.1 The IT Firm shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.

#### 24. Description of Personnel

24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the IT Firm's Key Personnel are described in Appendix 3.

#### 25. Approval of Personnel

25.1 The Client hereby approves the Key Personnel and Sub-Contractors listed by title as well as by name in Appendix 3 to the contract. Except as the Client may otherwise agree, no changes shall be made in the Key personnel.

#### 26. Working Hours, Overtime, Leave

26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in **Appendix 4** to the Contract.

26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in **Appendix 4** to the contract and except as specified in such **Appendix**, the IT Firm's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in **Appendix 3** to the contract. Any taking of leave by Personnel shall be subject to the prior approval by the IT Firm who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### 27. Removal and/or Replacement of Personnel

27.1 If the Client:

- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or

- (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the IT Firm shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The IT Firm shall not be paid for any extra expense for the replacement(s).

- 27.2 In the event that any Sub-Contractor is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the IT Firm shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

## **D. Obligations of the IT Firm**

### **28. Standard of Performance**

- 28.1 The IT Firm shall:

- (a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods etc;
- (b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and;
- (c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractors or Third Parties.

### **29. Conflict of Interests**

- 29.1 The IT Firm shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008.

### **30. IT Firm not to Benefit from Commissions Discounts etc.**

- 30.1 The remuneration of the IT Firm as stated under GCC Clauses 47, 48 and 49 shall constitute the IT Firm's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the IT Firm shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the IT Firm shall use their best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 30.2 Furthermore, if the IT Firm, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the IT Firm shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the IT Firm in the exercise of such procurement responsibility shall be for the account of the Client.

### **31. IT Firm and Affiliates not to**

- 31.1 The IT Firm agrees that, during the term of this Contract and after its termination, the IT Firm and any entity affiliated with the IT Firm,

- Engage in Certain Activities** as well as any Sub-Contractor and any entity affiliated with such Sub-Contractor, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services,
- 32. Prohibition of Conflicting Activities** 32.1 The IT Firm shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
- 33. Confidentiality** 33.1 Except with the prior written consent of the Client, the IT Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the IT Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- [For the purposes of this Clause “confidential information” means any information or knowledge acquired by the IT Firm and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]
- 34. Liability of the IT Firm** 34.1 Pursuant to Rule 125 (4) of the Public Procurement Rules, 2008, the IT Firm, in lieu of furnishing any Performance Security, shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.
- 34.2 The IT Firm shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:
- (a) infringement or alleged infringement by the IT Firm of any patent or other protected right; or
  - (b) plagiarism or alleged plagiarism by the IT Firm.
- 34.3 The IT Firm shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the IT Firm out of funds provided or reimbursed by the Client or used by the IT Firm in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 34.4 The IT Firm shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of IT Firm’s failure to exercise the skill and care required under GCC Clause 28 provided:
- (a) that the IT Firm is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;

- (b) that the ceiling on the IT Firm's liability under GCC Clause 28 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by IT Firm's gross negligence or reckless conduct; and
- (c) that the IT Firm's liability under GCC Clause 28 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

34.5 In addition to any liability the IT Firm may have under GCC Clause 28, the IT Firm shall, pursuant to Rule 125 (5) of the Public Procurement Rules, 2008, at their own cost and expense, upon request of Client; re-perform the Services in the event of IT Firm's failure to exercise the skill and care required under GCC Clause 28.

34.6 Notwithstanding the provisions of GCC Sub Clause 34.4(a), the IT Firm shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) Client's overriding a decision or recommendation of the IT Firm or requiring the IT Firm to implement a decision or recommendation with which IT Firm do not agree; or
- (b) the improper execution of the IT Firm's instructions by agents, employees or independent contractors of the Client.

**35. Insurance to be taken out by the IT Firm**

**35.1 The IT Firm**

- (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the PCC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**36. Accounting, Inspection and Auditing**

**36.1 The IT Firm shall**

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;  
and
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and

make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

- 36.2 The IT Firm shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 37. IT Firm's Actions Requiring Client's Prior Approval**
- 37.1 The IT Firm shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;
  - (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
  - (c) any other action that may be specified in the PCC.
- 37.2 Notwithstanding any approval under GCC Sub Clause 37.1(b), the IT Firm shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.
- 38. Reporting Obligations**
- 38.1 The IT Firm shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.
- 39. Proprietary Rights on Documents Prepared by the IT Firm**
- 39.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the IT Firm for the Client under this Contract shall become and remain the absolute property of the Client, and the IT Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
- 39.2 The IT Firm may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.
- 39.3 Other restrictions about the future use of these documents and software, if any, shall be as specified in the PCC.
- 40. Proprietary Rights on Equipment & Materials Furnished by the Client.**
- 40.1 Equipment, tools and materials made available to the IT Firm by the Client, or purchased by the IT Firm wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
- 40.2 Upon termination or expiration of this Contract, the IT Firm shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
- 40.3 During the possession of such equipment and materials, the IT Firm, unless otherwise instructed by the Client in writing, shall



insure them at the expense of the Client in an amount equal to their full replacement value.

## **E. Obligations of the Client**

- 41. Assistance and Exemptions**
- 41.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the IT Firm, Sub-Contractors and Personnel with documents as shall be necessary to enable the IT Firm, Sub-Contractors or Personnel to perform the Services;
  - (b) assist the IT Firm in obtaining necessary licenses and permits needed to carry out the Services; and
  - (c) provide to the IT Firm, Sub-Contractors and Personnel any such other assistance as may be specified in the PCC.
- 42. Access to Land**
- 42.1 The Client warrants that the IT Firm shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The IT Firm shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the client and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the IT Firm or any Sub-Contractor or the Personnel of either of them.
- 43. Change in the Applicable Law Related to Taxes**
- 43.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the IT Firm in performing the Services, then the amounts otherwise payable to the IT Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 47.2.
- 44. Services, Facilities and Property**
- 44.1 The Client shall make available to the IT Firm, for the purposes of the Services, free of any charge, the services and facilities described in Appendix 4 to the Contract at the times and in the manner specified.
- 44.2 In case that such services, facilities and property shall not be made available to the IT Firm as specified in **Appendix 5** the Parties shall agree on:
- i. any time extension that may be appropriate to grant to the IT Firm for the performance of the Services;
  - ii. the manner in which the IT Firm shall procure any such services and facilities from other sources, and
  - iii. the additional payments, if any, to be made to the IT Firm as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.

- 45. Payment** 45.1 In consideration of the Services performed by the IT Firm under this Contract, the Client shall make to the IT Firm such payments and in such manner as stated under GCC Clauses 48 to 55.
- 46. Counterpart Personnel** 46.1 The Client shall make available to the IT Firm free of charge such professional and support counterpart personnel, to be nominated by the Client with the IT Firm's advice, if specified in **Appendix 5B** to the contract.
- 46.2 If counterpart personnel are not provided by the Client to the IT Firm as and when specified in **Appendix 5B** the Client and the IT Firm shall agree on;
- (a) how the affected part of the Services shall be carried out, and
  - (b) the additional payments, if any, to be made by the Client to the IT Firm as a result thereof pursuant to GCC Sub Clause 47.3
- 46.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the IT Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the IT Firm that is consistent with the position occupied by such member, the IT Firm may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## **F. Payments to the IT Firms**

- 47. Cost Estimate of Services: Ceiling Amount** 47.1 An estimate of the cost of the Services is set forth in **Appendix 6** to the contract.
- 47.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 47.3, payments under this Contract shall not exceed the ceiling as specified in the PCC.
- 47.3 Notwithstanding GCC Sub Clause 47.2, if pursuant to any of the GCC Clauses 44, 46 or 48 the Parties shall agree that additional payments as the case may be, shall be made to the IT Firm in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 47.1 above, the ceiling set forth in GCC Sub Clause 47.2 above shall be increased by the amount of any such additional payments.
- 48. Payments: General** 48.1 All payments under this Contract shall be **made to the account of the IT Firm** as specified in the PCC.
- 48.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in **Appendix 6** to the contract, may be charged to the physical contingency provided for only if the Client approved such expenditures prior to being incurred.

- 48.3 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the IT Firm of any obligations hereunder.
- 49. Remuneration and Reimbursable Expenses**
- 49.1 Subject to the ceiling specified in GCC Sub Clause 47.2, the Client shall pay to the IT Firm
- (a) Remuneration as set forth in GCC Sub Clause 49.2; and
  - (b) Reimbursable Expenses as set forth in GCC Sub Clause 49.3.
- Unless otherwise specified in the PCC, the said remuneration shall be fixed for the duration of the Contract.
- 49.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined (or such other date as the Parties shall agree in writing) in accordance with GCC Clause 21
- 49.3 Reimbursable expenses actually and reasonably incurred by the IT Firm in the performance of the Services.
- 49.4 Remuneration for periods of less than one (1) month shall be calculated on a calendar-day basis for time spent on the assignment ;one (1) day being equivalent to 1/30<sup>th</sup> of a month.
- 50. Contract Price**
- 50.1 The Contract Price is set forth in the PCC.
- 51. Modes of Billing and Payment**
- 51.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 52, 53 and 55.
- 52. Advance Payment**
- 52.1 If so specified in the PCC, an Advance Payment shall be made to the IT Firm within the number of days after the Effective Date as specified in the PCC. For Advance Payment if specified in the PCC, shall be made against the provision of a Bank Guarantee by the IT Firm which shall:
- (a) remain effective until the Advance Payment has been fully adjusted as specified in the PCC; and
  - (b) be in the format as shown in **Appendix 7**.
- 52.2 Advance Payments will be adjusted by the Client in equal instalments as specified in the PCC until fully offset.
- 53. Interim Payments**
- 53.1 Subject to the provision of Advance Payment stated in GCC Clause 52, as soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the PCC, the IT Firm shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 49 to 55 for such month, or any other period indicated in the PCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from

that portion which pertains to reimbursable expenses.

53.2 The Client shall pay the IT Firm within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.

53.3 If the Client has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

53.4 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the IT Firm, the Client may add or subtract the difference from any subsequent payments.

**54. Amendment to Contract**

54.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved by the competent authority under the Conditions of the Contract.

**55. Final Payment**

55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the IT Firm and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the IT Firm specifying in detail deficiencies in the Services, the final report or final statement. The IT Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

**56. Suspension of Payments**

56.1 The Client may, by written notice of suspension to the IT Firm, suspend all or part of the payments to the IT Firm hereunder if the IT Firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the IT Firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the IT Firm of such notice of suspension.

## **G. Time Control**

**57. Completion of Services**

57.1 The IT Firm shall carry out the Services in accordance with the Programme submitted by the IT Firm, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 21.1.

- 58. Early Warning** 58.1 If at any time during performance of the Contract, the IT Firm or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the IT Firm shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the IT Firm's notice, the Client shall evaluate the situation, and the IT Firm shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
- 59. Extension of the Intended Completion Date** 59.1 In the event the IT Firm is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the IT Firm, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
- 60. Progress Meetings** 60.1 The Client and the IT Firm shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 60.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the IT Firm for action.

## **H. Good Faith**

- 61. Good Faith** 61.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 62. Fairness in Operation** 62.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

## **I. Termination and Settlement of Disputes**

- 63. Termination for Default** 63.1 The Client or the IT Firm, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty **(30)** days' written notice of

termination to the other party.

63.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:

- (a) If the IT Firm fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the IT Firm submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the IT Firm knows to be false;
- (c) If the IT Firm, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
- (d) If the IT Firm or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 74.2;
- (e) If the Client fails to pay any money due to the IT Firm pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 74.2 within thirty (30) days after receiving written notice from the IT Firm that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the IT Firm may have subsequently approved in writing) following the receipt by the Client of the IT Firm's notice specifying such breach.

**64. Termination for Insolvency**

64.1 The Client and the IT Firm may at any time terminate the Contract by giving notice to the other party if:

- (a) the Client becomes bankrupt or otherwise insolvent;
- (b) the IT Firm becomes (or, if the IT Firm consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

**65. Termination for Convenience**

65.1 The Client, by notice sent to the IT Firm, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's

convenience, the extent to which performance of the IT Firm under the Contract is terminated, and the date upon which such termination becomes effective.

- 66. Termination because of Force Majeure**
- 66.1 The Client and the IT Firm may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the IT Firm is unable to perform a material portion of the Services for a period of not less than forty five (45) days.
- 67. Force Majeure**
- 67.1 For the purposes of this Contract, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 67.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 68. No Breach of Contract**
- 68.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 69. Measures to be Taken on Force Majeure**
- 69.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 69.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 69.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- 66.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the IT Firm, upon instructions by the Client, shall either:
- (a) demobilize, in which case the IT Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent possible, in which case the IT Firm shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

**70. Cessation of Rights and Obligations**

- 70.1 Upon termination of the Contract pursuant to GCC Clauses 63 to 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
  - (b) the obligation of confidentiality set forth in GCC Clause 33;
  - (c) the IT Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 36; and
  - (d) any right which a Party may have under the Applicable Law.

**71. Cessation of Services**

- 71.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, the IT Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the IT Firm and equipment and materials furnished by the Client, the IT Firm shall proceed as provided, respectively, by GCC Clauses 39 and or 40.

**72. Payment upon Termination**

- 72.1 Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Client shall make the following payments to the IT Firm:
- (a) payment pursuant to GCC Clause 47 to 55 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), & (c) and GCC Sub Clause 64.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.



**73. Disputes about Events of Termination**

73.1 If either Party disputes whether an event specified in GCC Clause 63, 64 or 65 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 74.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

73.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.

**74. Settlement of Disputes**

**74.1 Amicable Settlement**

The Client and the IT Firm shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**74.2 Arbitration**

If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.

- (a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force at the location specified in the PCC.
- (b) Notwithstanding any reference to arbitration herein
  - (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
  - (ii) the Client shall pay the IT Firm any monies due the IT Firm

## Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	IDENTIFICATION NO: PSD(NPSB)/19 /2015-2028
1.1 (c)	The Client is General Manager, Payment Systems Department, Bangladesh Bank, Head Office, Motijheel, Dhaka-1000, Phone: 02-9530174
1.1 (f)	The IT Firm is
1.1 (k)	
1.1 (n)	[name, address and name of authorized representatives] Contract effective date is <b>01/01/2016 (dd/mm/yyyy)</b> The Intended Completion Date is 31 December 2018
<b>GCC 2.1</b>	The assignment is to be completed in the following phases: "None"
<b>GCC 3.1</b>	The addresses for <b>Communications and Notices</b> are: <b>Client</b> : General Manager, Payment Systems Department, Bangladesh Bank, Head Office, Motijheel, Dhaka-1000 Facsimile : 880-02-9530174 E-mail : <a href="mailto:abdul.wadood@bb.org.bd">abdul.wadood@bb.org.bd</a> <b>IT Firm</b> : Attention : Facsimile : E-mail :
<b>GCC 6.1(e)</b>	The following additional documents shall form the part of the Contract: (1) Minutes of Contract Negotiation
<b>GCC 8.1</b>	Non eligible country is Israel
<b>GCC 11.1</b>	The Member in Charge is: [insert name with designation]. [If the IT Firm consists of a joint venture, consortium or association of more than one entity, the name of the entity whose address is specified in GCC Clause 3.1 should be inserted here. If the IT Firm consists only of one entity, this Clause should be deleted from the PCC]
<b>GCC 12.1</b>	The Authorized Representatives are: <b>For the Client:</b> K.M. Abdul Wadood, General Manager, Payment Systems Département,

	Phone: 880-02-9530174 <b>For the IT Firm</b> :
<b>GCC 20.1</b>	The IT Firm shall commence carrying out the Services within 7 of the Effective Date of the Contract.
<b>GCC 21.1</b>	The contract shall expire after <b>36(thirty six)</b> months from the Effective Date of the Contract as mentioned in GCC Clause 18.1 above.
<b>GCC 34.4(a)</b>	The IT Firm is notified of such actions, claims, losses or damages not later than 3 (three) months after conclusion of the Services.
<b>GCC 34.4(b)</b>	The ceiling on IT Firm's liability shall be limited to the total contract price  [IT Firm's liability should be limited to not less than the estimated total payments to the IT Firm under the Contract for staff remuneration and reimbursable expenses or, the proceeds the IT Firms may be entitled to receive from any insurance they maintain to cover such liability whichever of these is higher]
<b>GCC 35.1(a)</b>	The risks and the coverage shall be as follows:  (a) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the IT Firm and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and
<b>GCC 37.1(c)</b>	The other actions that shall require Client's approval are: (1) To access to NPSB IT System for any purpose at any level; (2) To disclose/disseminate/transfer anything of NPSB IT System to anyone outside Bangladesh Bank office; (3) To do any reinstallation/reconfiguration or upgrade/ development of NPSB IT systems; (4) To disclose any data or information about the business of the Client.
<b>GCC 39.3</b>	The other restrictions about future use of documents and software are; <b>"The IT Firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client."</b>
<b>GCC 41.1(c)</b>	Assistance for carrying out the Services to be provided by the Client are; (a) Necessary desk facilities at Client's Office. (b) Reasonable logistic support. (c) Access to Data and information available with the Client required for accomplishing the services/jobs.

<b>GCC 47.2</b>	The Contract ceiling amount is: [Tk.....]
<b>GCC 48.1</b>	The Bank Account is: [insert account with details]
<b>GCC 50.1</b>	<b>The Contract Price is: Tk.....</b>
<b>GCC 52.1</b>	<b>Advance Payment: N/A</b>
<b>GCC 53.1</b>	<p>Payments shall be made in line with agreed-on outputs according to the following schedule:</p> <ul style="list-style-type: none"> <li>• <b>Payment against Oracle License (CSI) Renewal and Hardware Maintenance Services:</b> Yearly payment for Oracle License renewal and Hardware Maintenance Services.</li> <li>• <b>Payment against Staff Remuneration and Oracle Database Local Support:</b> Monthly payment for onsite and offsite personnel engaged for day to day maintenance including reconfiguration, reinstallation of required hardware and software.</li> <li>• <b>Payment Invoices:</b> IT Firm's invoice subject to rendering the services satisfactorily and providing the deliverables as per TORs. Payment Invoice must be approved by the concerned authority of Bangladesh Bank which will be done after getting service delivery certificate.</li> </ul>
<b>GCC 53.3</b>	The IT Firm shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate; N/A
<b>GCC 74.2 (b)</b>	The place of Arbitration is: Dhaka

## Section 5. Proposal & Contract Forms

### 5A. Technical Proposal - Standard Forms

- 5A1 Technical Proposal Submission Form
- 5A2 IT Firm's Organization and Experience
  - a. IT Firm's Organization
  - b. IT Firm's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - a. On the Terms of Reference
  - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff

## Form 5A1. Technical Proposal Submission Form

[Location, Date]

To: General Manager,  
Payment Systems Department,  
Bangladesh Bank, Head Office,  
Motijheel, Dhaka-1000  
Phone: 02-9530174

Dear Sir:

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 Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes. **A Proposal Security in the amount stated in the Proposal Data Sheet is attached in the form of a [state pay order, bank draft, bank guarantee] valid for a period of 28 days beyond the Proposal validity date.**

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated IT Firm, also specify, whether they are in joint venture or sub consultancy].

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 41 & 42 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

**We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 52.1 of the Proposal Data Sheet.**

We also confirm that the Government of Bangladesh has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 4).

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

We remain,  
Yours sincerely,

Authorised Signature [in full and initials]	
Name and title of Signatory	
Name of Firm	
Address	

## Form 5A2. IT Firm's Organization and Experience

### IT Firm's Organisation

[Provide here a brief description (maximum two pages) of the background and organization of the IT Firm]

### IT Firm's Experience

#### Major Work Undertaken that best Illustrates Qualifications

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment. ]

Assignment name:		Approx value of the Contract (Tk. Lacs)
Country: Location within country:		Duration of assignment (months):
Name of Client: Address:		Total No of staff-month of the assignment:
Start date (Month/Year)	Completion date (Month/Year)	Approx value of services provided by your firm under the contract (Tk. Lacs):
Name of Joint Venture/Associated IT Firms, if any:		No. of Staff-Months of Key professional staff provided by Joint Venture/Associated IT Firms:
Name of senior professional staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative description of Project:		
Description of actual services provided by your Staff:		

Firm's Name:	
Authorised Signature:	

**Form 5A3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

**On the Terms of Reference**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**On Services, facilities and property**

[Comment here on services, facilities and property to be provided by the Client according to Clause Reference 20.1(c) of the ITC of the Proposal Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]



## **Form 5A4. Description of Approach, Methodology and Work Plan for Performing the Assignment**

[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- Technical Approach and Methodology,
  - Work Plan, and
  - Organization and Staffing.
- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the ToR proposed by you. In case the ToR requires the IT Firm to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and 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. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

**Form 5A5. Work Schedule**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

<sup>1</sup>Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup>Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

**Form 5A6. Team Composition and Task Assignments**

<b>i) Professional Staff</b>				
Name of Staff	Firm/Organisation	Area of Expertise	Position Assigned	Task Assigned

### Form 5A7. Staffing Schedule

N°	Name of Staff	Staff-month input by month <sup>1</sup>													Total staff-month input <sup>2</sup>		
		1	2	4	4	5	6	7	8	9	10	11	12	N	Home	Field <sup>2</sup>	Total
1		(home )															
		(Field)															
2																	
3																	
n																	
										<b>Total</b>							

<sup>1</sup>For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

<sup>2</sup>Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

## Form 5A8. Curriculum Vitae (CV) for Each Proposed Professional Staff

1	PROPOSED POSITION FOR THIS PROJECT	[From the Terms of Reference, state the position which the IT Firm will be engaged. Only one candidate shall be nominated for each position].								
2	NAME OF STAFF	[state full name]								
3	DATE OF BIRTH									
4	NATIONALITY									
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	[state rank and name of society and year of attaining that rank].								
6	EDUCATION:	[list all the colleges/universities which the IT Firm attended, stating degrees obtained, and dates, and list any other specialised education of the IT Firm].								
7	OTHER TRAINING	[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the IT Firm].								
8	LANGUAGES & DEGREE OF PROFICIENCY	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Language</td> <td style="width: 15%;">Speaking</td> <td style="width: 15%;">Reading</td> <td style="width: 15%;">Writing</td> </tr> <tr> <td>e.g. English</td> <td>Fluent</td> <td>Excellent</td> <td>Excellent</td> </tr> </table>	Language	Speaking	Reading	Writing	e.g. English	Fluent	Excellent	Excellent
Language	Speaking	Reading	Writing							
e.g. English	Fluent	Excellent	Excellent							
9	COUNTRIES OF WORK EXPERIENCE									
10	<b>EMPLOYMENT RECORD</b> [starting with position list in reverse order <b>every employment held and state the start and end dates of each employment</b> ]	[The IT Firm should clearly distinguish whether as an "employee" of the firm or as an "IT Firm" or "Advisor" of the firm].  [The IT Firm should clearly indicate the Position held and give a brief description of the duties in which the IT Firm was involved].								
	EMPLOYER 1	FROM: [e.g. January 1999]      TO: [e.g. December 2001]								
	EMPLOYER 2	FROM:      TO:								
	EMPLOYER 3	FROM:      TO:								
	EMPLOYER 4 (etc)	FROM:      TO:								

11 WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT

[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].

CERTIFICATION [Do not amend this Certification].

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (iii) to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the IT Firm] continuously for the last twelve (12) months as regular full time staff. Indicate "Yes" or "No" in the boxes below:

YES

NO

Signature

Date of Signing

Day / Month / Year

## **5B. Financial Proposal - Standard Forms**

[Comments in brackets [ ] provide guidance to the qualified IT Firms for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

[Forms 5B1 to 5B4 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 21.3 of the Instructions to IT Firms. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]

5B1. Financial Proposal Submission Form

5B2. Summary of Costs

5B3. Breakdown of Hardware Maintenance Expenses Including Spare parts and CSI Renewal

5B4. Breakdown of Reinstallation/ Reconfiguration/ Upgrade/ Licence (CSI) Renewal Expenses of Software

5B5. Breakdown of Staff Remuneration and Local Support Cost

5B6. Breakdown of Reimbursable Expenses N/A

## Form 5B1. Financial Proposal Submission Form

[Location, Date]

To: General Manager,  
Payment Systems Department,  
Bangladesh Bank,  
Head Office,  
Motijheel, Dhaka-1000  
Phone: 02-9530174

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 in words and figures]. This amount is exclusive of local taxes, which we have estimated at [insert amount in words and figures] and which shall be discussed during negotiations and shall be added to the above amount for determining the Contract Price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 26.1 of the Proposal Data Sheet.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
----------------------------	--------	-----------------------------------

We also declare that the Government of Bangladesh has not declared us, or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 4).

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

Signed  
In the capacity of:  
Duly authorised to sign the proposal on behalf of the Applicant.  
Date:



### Form 5B2. Summary of Costs

Cost Component	Costs
Hardware Maintenance Expenses Including Spare parts and CSI Renewal	
Reinstallation/ Reconfiguration/ Upgrade/ License (CSI) Renewal Expenses of Software	
Staff Remuneration and Local Support Expenses	
Reimbursable Expenses	N/A
<b>Total</b>	

Hardware Maintenance Expenses Including Spare parts and CSI Renewal, Reinstallation/ Reconfiguration/Upgrade/Licence (CSI) Renewal Expenses of Software, Staff Remuneration and Local Support Expenses, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3, 5B4, 5B5 and 5B6.

**Form 5B3. Breakdown of Hardware Maintenance Expenses Including Spare parts and CSI Renewal**

[ Information to be provided in this form shall be used to establish Payments to the IT Firms by the Client]

SI	Item Name	Description	CSI Number	Quantity	First Year (Y1)	Second Year (Y2)	Third Year (Y3)
01	Server	SPARC Enterprise M5000 server	18664904	4			
02	Server	SPARC T4-1 server		8			
03	Server	Sun Fire X4170 M2 Server		11			
04	Server Rack	Sun Server Rack		2			
05	HSM	Thales HSM Payshield 9000	--	4			
<b>Sub-Total (SI-1:5)</b>							
<b>Total Cost (Y1+Y2+Y3):</b>							

**Form 5B4. Breakdown of Reinstallation/ Reconfiguration/ Upgrade/ Licence (CSI) Renewal Expenses of Software**

[ Information to be provided in this form shall be used to establish Payments to the IT Firms by the Client]

SI	Item Name	Description	CSI Number	Quantity	First Year (Y1)	Second Year (Y2)	Third Year (Y3)
1.	Oracle	Oracle Advanced Security – Processor Perpetual	18569005	24			
2.		Oracle Database Enterprise Edition – Processor Perpetual		24			
3.		Oracle Database Firewall – Processor Perpetual		28			
4.		Oracle Database Firewall Management Server – Processor Perpetual		8			
5.		Oracle Diagnostic Pack – Processor Perpetual		24			
6.		Oracle Partitioning – Processor Perpetual		24			
7.		Oracle Real Application Clusters – Processor Perpetual		16			
8.		Oracle Tuning Pack – Processor Perpetual		24			
9.		Oracle Advanced Security – Named User Plus Perpetual		100			
10.		Oracle Database Enterprise Edition – Named User Plus Perpetual		100			
11.		Oracle Diagnostic Pack – Named User Plus Perpetual		100			
12.		Oracle Partitioning – Named User Plus Perpetual		100			
13.		Oracle Tuning Pack – Named User Plus Perpetual		100			
14.		Oracle Solaris Cluster License Processor Perpetual		1			
15.		Operating System – Solaris	--	Bundled			
16.		Symantec Endpoint Protection	--	15			
17.		Windows Server Standard 2012 OLP NL	--	6			
18.		Windows Server CAL 2012 OLP NL	--	5			
<b>Sub-Total (SI-1:18)</b>							
<b>Total Cost (Y1+Y2+Y3):</b>							

**Form 5B5. Breakdown of Staff Remuneration and Local Support Cost**

[ Information to be provided in this form shall be used to establish Payments to the IT Firms by the Client]

Support Name (A)	Description of Services (B)	Staff-month/ Support- Month Rate (C)	Staff-months/ Support Months (D)	Total Cost: C X D (E)
Database Support	Oracle Database Local Support (Onsite)		36	
System Support	System Engineer (Offsite)		36	
Network Support	Network Engineer(Offsite)		36	
Monthly Total Cost			Total Costs	

We hereby confirm that we have agreed to pay to the Staff Members listed, who will be involved in this assignment, the remuneration and away from Head office Allowances (if applicable) as indicated above.

**Form 5B6. Breakdown of Reimbursable Expenses N/A**

No	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>	Quantity	[Indicate sub cost for each item] <sup>3</sup>			
<b>Total Costs</b>								

<sup>1</sup>Delete items that are not applicable or add other items according to Clause 21.3(d) of the Proposal Data Sheet.

<sup>2</sup>Indicate unit cost.

<sup>3</sup>Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

<sup>4</sup>Usually Physical Contingency shall no exceed five percent (5%)

## 5C. Bank Guarantee for Proposal Security (Form G – 6)

[this is the format for the Proposal Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 27]

Invitation for Tender No:

Date:

To:

**K.M. Abdul Wadood**  
**General Manager**  
**Payment Systems Department**  
**Bangladesh Bank, Head office, Dhaka**

### PROPOSAL GUARANTEE No:

We have been informed that [name of IT Firm] (hereinafter called “the IT Firm”) intends to submit to you its Proposal dated [date of Proposal] (hereinafter called “the Proposal”) for the supply of [description of goods and related services] under the above Invitation for Proposals (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions Proposals must be supported by a Proposal guarantee.

At the request of the IT Firm, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the IT Firm is in breach of its obligation(s) under the Proposal conditions, because the IT Firm:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the IT Firm in the Form of Proposal; or
- (b) does not accept the correction of errors in accordance with the Instructions to IT Firms of the IFT; or
- (c) having been notified of the acceptance of the Proposal by the Client during the period of Proposal validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- (a) if the IT Firm is the successful IT Firm, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the IT Firm as issued by you; or
- (b) if the IT Firm is not the successful IT Firm, twenty eight days after the expiration of the IT Firm’s Proposal validity period, being [date of expiration of the Proposal].

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

## 5D. Bank Guarantee for Performance Security (Form G – 9)

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh]

Contract No:

Date:

To:

**K.M. Abdul Wadood**  
**General Manager**  
**Payment Systems Department**  
**Bangladesh Bank, Head office, Dhaka**

### PERFORMANCE GUARANTEE No:

We have been informed that [name of supplier] (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract”) for the supply of [description of goods and related services] under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

## 5E. Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the [insert day] day of the month of [insert month], [insert year], between, on the one hand, [insert name of client] (hereinafter called the "Client") and, on the other hand, [insert name of IT Firm] (hereinafter called the "IT Firm").

**[Note:** If the IT Firm consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the IT Firm's obligations under this Contract, namely, [insert name of IT Firm] and [insert name(s) of other IT Firm(s)] (hereinafter called the "IT Firm").]

### WHEREAS

- (a) the Client has requested the IT Firm to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the IT Firm, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received a credit/ loan/ grant from [insert name of development partner] towards the cost of the services under this Contract, it being understood (i) that payments by the development partner will be made only at the request of the Client and upon approval by the development partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client. [delete this Clause if not applicable].

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
  - (a) The Form of Contract;
  - (b) The Particular Conditions of Contract (PCC);
  - (c) The General Conditions of Contract (GCC),
  - (d) The Appendices (1 to 7).

**[Note:** If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix]

- Appendix 1: Description of the Services
- Appendix 2: Reporting Requirements
- Appendix 3: Personnel and Sub-Contractors
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates
- Appendix 7: Form of Bank Guarantee for Advance Payment

2. The mutual rights and obligations of the Client and the IT Firm shall be as set forth in the Contract, in particular:



- (a) An IT Firm shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the IT Firm in accordance with the provisions of the Contract.

IN WITNESS WE, the Parties hereto have caused this Contract to be signed in our respective names as of the day and year first above written.

For and on behalf of [name of Client]

---

[Authorized Representative]

For and on behalf of [name of IT Firm]

---

[Authorized Representative]

**[Note:** If the IT Firm consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the IT Firm

[name of member]

---

[Authorized Representative]

[name of member]

---

[Authorized Representative]

## 5F. Appendices

### Appendix 1 Description of the Services

This Appendix will include the final Terms of Reference worked out by the Client and the IT Firm during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

### Appendix 2 Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

### Appendix 3 Key Personnel and Sub-Contractors

List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub-Contractors (if already available); same information with respect to their Personnel as in 3A.

### Appendix 4 Hours of Work for Key Personnel

List here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

### Appendix 5 Duties of the Client

List under:

- 5A Services, facilities and property to be made available to the IT Firm by the Client.
- 5B Professional and support counterpart personnel to be made available to the IT Firm by the Client.

### Appendix 6 Cost Estimates

List hereunder cost estimates:

- A. Monthly rates for Personnel (Key Personnel and other Personnel)
- B. Reimbursable expenses: **N/A**
  - 1. Per diem allowances.
  - 2. Travel expenses.
  - 3. Communications.
  - 4. Printing of documents specified in Appendices A and B hereof.
  - 5. Acquisition of specified equipment and materials to be paid for by the Client (including transportation).
  - 6. Cost of programming and use of, and communication between, the computers.
  - 7. Laboratory tests, model tests, and other technical services.
  - 8. Subcontracts.
  - 9. Other transportation costs
  - 10. Office rent, clerical assistance
  - 11. Other items not covered in the foregoing.

## **Section 6. Terms of Reference**

### **1.0 Background**

To develop continually as a forward looking central bank, Bangladesh Bank is conducting monetary management and financial sector supervision to maintain price stability and financial system robustness. Bangladesh Bank is responsible for promoting safety and efficient payment systems as part of overall concern with financial stability in the country. In fulfilling this mandate and considering the importance, Payment Systems Department has been formed on 26 July 2012, prior to this; Payment Systems was a division of Department of Currency Management and Payment Systems. Payment Systems Department is now operating the following payment and settlement systems in Bangladesh:

#### **1.1 Bangladesh Automated Cheque Process System (BACPS):**

Bangladesh Bank has been operating image-exchange based cheque clearing and settlement system since 2010. By introducing BACPS the whole country has come under a single clearing umbrella and bank customers are now able to get the fund within one day throughout the country. By this time Bangladesh has become the pioneer in the SAARC region by implementing most sophisticated state-of-the-art cheque clearing system. BACPS has reduced the cost, ensured safety and maximized the speed of paper-based inter-bank transactions within the country. At present on an average daily High Value cheque amounting BDT 45 billion and Regular Value cheque amounting BDT 24 billion are being cleared and settled through BACPS.

#### **1.2 Bangladesh Electronic Fund Transfer Networks (BEFTN):**

BEFTN provides inter-bank payment and settlement of electronic debits and credits in a batch processing mode. Transactions received from the banks throughout the day and settled in single multilateral netting for each bank. BEFTN system is secure, safe and prompt relating to cheque based payments. Currently government and corporate payroll, dividend, utility bill payment, inward remittance disbursement etc. are being cleared through BEFTN. At present daily EFT credit transaction value BDT 3 billion and debit value BDT 200 million are being settled through BEFTN.

#### **1.3 National Payment Switch Bangladesh (NPSB):**

NPSB has been introduced to create a common electronic platform for inter-bank cards (debit/credit/prepaid), internet and mobile based retail payments. NPSB system is designed to accommodate transactions initiated from different delivery channels such as ATM, POS, Kiosk, Mobile etc and ensures real-time payments and end-of-day settlement. NPSB went live operation on 27 December 2012 with 3 commercial banks and currently 47 banks are connected with the system. Bank customers are now enjoying inter-bank ATM transactions like Cash Withdrawal, Mini Statement, Balance Inquiry, POS Retail Purchase, etc. At present, per day more than 30,000 ATM initiated and 5,000 POS initiated transactions are being routed and forwarded through NPSB whose value is BDT 200 million.

#### **1.4 Mobile Financial Services (MFS):**

The rapid growth of mobile phone users and countrywide coverage of mobile operator's network has made the delivery channel an important tool-of-the-trade for extending banking services to the unbanked/banked population, especially to expedite faster delivery of remittances across the country. By introducing the MFS policy and guideline in 2011, Bangladesh Bank has paved the path for MFS in the country. From legal and regulatory perspective, only the bank-led model is allowed to operate in Bangladesh. Cash in, cash out, fund transfer and utility bill payment through MFS have become the most popular in Bangladesh for last two years. In 2014 Bangladesh Bank has been awarded by Alliance for Financial Inclusion (AFI) in recognition of innovative and impactful financial inclusion policies for MFS. Payments through MFS are increasing monthly at 15%.

#### **1.5 Real Time Gross Settlement (RTGS):**

Bangladesh Bank has already taken initiatives to introduce RTGS System in the country which is the most advanced sophisticated, safe and speedy inter-bank real-time payment and settlement mechanism. RTGS will facilitate inter-bank liquidity management and secondary bond market as well as having Delivery versus Payment (DvP) and Payment versus Payment (PvP) mechanism. The proposed system will exchange the data by ISO20022 message format and the system will be opened for commercial banks by the end of 2015.

### **2.0 Main Objective and Scope of Work**

Keeping the ICT systems of NPSB always well functioning and updated. The IT Firm shall provide following services:

#### **2.1 Services:**

Regular maintenance for IT systems of NPSB which includes: a) Sun SPARC M5000 Server b) Sun SPARC T4-1 Server c) Sun Fire X4170 Server d) Server Rack e) Thales HSM Payshield 9000 f) Reinstallation/ Reconfiguration/ Upgrade of the software which includes: a) Oracle Database Enterprise Edition with Related Software b) Sun Solaris c) Windows Server Standard 2012, etc.

**2.2 The following list of Server, Server Rack, Hardware Security Modules need to be maintained with CSI Renewal for three (03) years:**

Sl.	Location	Equipment Type	Description	Quantity	CSI Number	S/N	Year of Purchase
1	Motijheel /Mirpur	Server	SPARC Enterprise M5000 server Name of the Manufacturer: Oracle	4	<b>18664904</b>	BDF1231F69 BDF1231F6A BDF1231F6C BDF1231F6D	August, 2012
2	Motijheel /Mirpur	Server	SPARC T4-1 server Name of the Manufacturer: Oracle	8		1230BDYCA4 1230BDYCA5 1230BDYC92 1230BDYC93 1230BDYC94 1230BDYC95 1230BDYC9E 1230BDYCA2	August, 2012
3	Motijheel /Mirpur	Server	Sun Fire X4170 M2 Server Name of the Manufacturer: Oracle	11		1233FMM0J9 1233FMM0JA 1233FMM0JB 1233FMM0JC 1233FMM0JD 1233FMM0JE 1233FMM0JF 1233FMM0JG 1233FMM0J6 1233FMM0J7 1233FMM0J8	August, 2012
4	Motijheel /Mirpur	Server Rack	Sun Server Rack Name of the Manufacturer: Oracle	2		2047rtn-1230ri0013 2047rtn-1230ri0014	August, 2012
5	Motijheel /Mirpur	HSM	Thales HSM Payshield 9000 including 2 Load Balancers Name of the Manufacturer: Thales	4		--	B4665277263 B4665277264 B4665277265 B4665277266

**2.3 The following list of Software needs to be Reconfigured/ Reinstalled/ Upgraded with CSI Renewal for three (03) years**

Sl. No.	Item Description	CSI Number	Quantity
1	Oracle Advanced Security – Processor Perpetual	18569005	24
2	Oracle Database Enterprise Edition – Processor Perpetual		24
3	Oracle Database Firewall – Processor Perpetual		28
4	Oracle Database Firewall Management Server – Processor Perpetual		8
5	Oracle Diagnostic Pack – Processor Perpetual		24
6	Oracle Partitioning – Processor Perpetual		24
7	Oracle Real Application Clusters – Processor Perpetual		16
8	Oracle Tuning Pack – Processor Perpetual		24
9	Oracle Advanced Security – Named User Plus Perpetual		100
10	Oracle Database Enterprise Edition – Named User Plus Perpetual		100
11	Oracle Diagnostic Pack – Named User Plus Perpetual		100
12	Oracle Partitioning – Named User Plus Perpetual		100
13	Oracle Tuning Pack – Named User Plus Perpetual		100
14	Oracle Solaris Cluster License Processor Perpetual		1
15	Operating System – Solaris	--	Bundled
16	Symantec Endpoint Protection	--	15
17	Windows Server Standard 2012 OLP NL	--	6
18	Windows Server CAL 2012 OLP NL	--	5

**3.0 Required Experience of the IT Firm**

- (i) IT Firm should have the registration with RJSC for at least five years back.
- (ii) IT Firm should have 03 (three) years specific experience on respective field.
- (iii) IT Firm should have experience in installation and maintenance at least 02 IT projects of similar nature such as Centralized Banking Solution or mission critical IT solutions in any Govt/Semi-Govt./Autonomous organizations or well established registered reputed companies in Bangladesh in the last 3 (three) years.
- (iv) IT Firm should have relationship/ authorization with world’s renowned manufacturers preferably Sun Oracle, Cisco, Thales, Microsoft, etc.
- (v) IT Firm should have required skilled certified manpower preferably on Microsoft Windows, Sun Solaris, Oracle Database, Thales HSM, etc.
- (vi) IT Firm should have liquid assets or line of credit net-off current commitment worth Tk. 10 (ten) million and yearly turnover of Tk. 30 (thirty) million in the last 03 (three) years.

**3.2 Required Manpower:**

The Firm shall, at least, have the following IT personnel out of them one competent personnel shall provide onsite services and others will provide services on call basis (onsite/online/offsite, as required):

**3.2.1. Onsite Database Administrator:** Graduate in IT related subjects having expertise in Oracle Database Administration in Grid infrastructure and Oracle RAC at Sun Solaris environment, Database management/ performance tuning/ Oracle advanced security management, Data Archiving/ Housekeeping/ Retrieval of 24X7 based applications in an enterprise level IT system for at least five (05) years.

**3.2.2. System Engineer:** Specialized on Sun SPARC Server, Sun Intel Server, Thales HSM and having graduation in IT related background and experience of at least five (05) years.

**3.2.3. Network Engineer:** Cisco Certification and having graduation from IT related background and experience of at least five (05) years in network configuration and administration.

## **4.0 Duties and Responsibilities**

4.0.1 The IT firm shall deploy one Onsite Database Administrator at Bangladesh Bank on full time basis who shall be responsible for end-to-end database support and management of NPSB system.

4.0.2 Take data backup from database of NPSB and handover to BB's authorized official(s) for preservation after making necessary verifications and restoration of original data.

4.0.3 Provide prompt support for servers and network of NPSB system for any kind of trouble related to Software, Hardware & Network.

4.0.4 Monitor NPSB IT System to identify security threats, if any, and take protective measures (e.g. applying firewall, patch and others) timely and appropriately;

4.0.5 Train up users on operating hardware and software.

If, however, any task becomes beyond the capacity of the support personnel, s/he shall immediately report the issue(s) to the IT Firm and the IT Firm shall ensure the availability of the suitable personnel as soon as possible but within 2(two) hours of being notified the issue/problem.

### **4.1 Upgrade/further development of the ICT Systems:**

4.1.1 The IT Firm shall do the upgrade of any of the components of the ICT Systems of NPSB on demand as downstream services. Upgrade requirements will be determined by Bangladesh Bank on case to case basis specifying all applicable terms & conditions and notify the IT Firm to do the job accordingly.

4.1.2 (i) Fees (Remuneration & Reimbursable expenses) for upgrade services will be determined case to case basis. IT Firms shall quote in the Financial Proposal only indicative rates (staff-hour basis) of remuneration separately for three categories of staff i.e. Team Leader, Key Staff & Support Staff.

(ii) Fees will be finalized on the basis of estimated total Staff-hours to be required to complete the job and agreed rates of remuneration, applicable Reimbursable expenses and inputs & support to be provided by Bangladesh Bank.

- (iii) In case of any disagreement, both Bangladesh Bank and the IT Firm shall mutually resolve the issue(s), if any issue remains unresolved, the same will be referred to the CSE of BUET and opinions/recommendations of BUET shall be final.
- (iv) Fees, if any, need to be paid to BUET with regard to giving opinions pursuant to sub-clause (iii) above, shall be shared equally by both parties i.e. Bangladesh Bank and the IT Firm.

## **4.2 Transfer of Knowledge**

- 4.2.1 IT firm shall prepare industry standard documentation of source code, design documents, operations & administrative plan and procedure and other technical documents as required. IT firm shall transfer those technical documents along with knowledge to the authorized personnel of Bangladesh Bank incrementally over the period and finally at the end of the contract period.
- 4.2.2 IT firm shall train up at least two authorized personnel of Bangladesh Bank from each of the following area so that they can be self sufficient to maintain and upgrade the NPSB IT System:
  - (a) Database Maintenance
  - (b) Server, Network and Storage Management and Maintenance;
  - (c) IT Security System

## **4.3 Service Level Agreement:**

### **4.3.1 SCOPE OF AGREEMENT**

IT Firm will agree to provide maintenance and support for all computer, network, environmental equipments herein and made part thereof in accordance with the provisions of this agreement. IT Firm will maintain and support all systems including all hardware and upgrade/reinstall software and reconfigure the hardware in satisfactory and efficient operating condition in order for Bangladesh Bank to meet the operational requirements of the National Payment Switch Bangladesh (NPSB).

### **A. GENERAL MAINTENANCE SERVICES**

1. IT Firm shall provide maintenance services to maintain all equipments in good operating condition. IT Firm will provide preventive maintenance on predetermined schedule and remedial maintenance as required for the NPSB system to be up and running during Bangladesh Bank's Business Hours (10 AM – 6 PM, Sunday to Thursday excluding Government Holidays) as well as outside of business hours, i.e. 24 hours a day, seven days a week as the NPSB system is running on 24X7X365 basis.
2. IT Firm will perform preventive maintenance and a list of service as per frequencies applicable for equipments agreed is provided in Annexure B. Engineering fixes cannot interfere with NPSB production in anyway and will be installed between the hours of 0800 and 1600 hours on Saturdays or as agreed by Bangladesh Bank. Maintenance of Mechanical Equipment will take place as determined by Bangladesh Bank. Mechanical equipment maintenance services may be provided during working hours between 10.00 a.m. and 6.00 p.m. from Sunday to Thursday, excluding Public, Bank and Government Holidays. Bangladesh Bank will allow IT Firm full access to the Equipment during the hours specified to provide the necessary Maintenance.



3. IT Firm shall supply the necessary parts to ensure proper functioning of the Equipment. New parts supplied under Remedial or Preventive Maintenance shall become the property of Bangladesh Bank. Replaced parts will become the property of IT Firm.
4. IT Firm will provide adequate number of qualified on-site personnel during the normal business hours of the NPSB system. IT Firm and Bangladesh Bank shall jointly ensure presence of resources to monitor the system 24 hours day and seven days of week.
5. For items where IT Firm will use sub-contractors for providing repair or service, IT Firm will provide a list of valid sub-contractors to the Bangladesh Bank and intimate Bangladesh Bank from time to time as and when any Sub-Contractor gets changed from among OEM approved service providers.

## **B. BANGLADESH BANK RESPONSIBILITY**

1. ACCESS PERMISSION AND REQUIRED FACILITIES: Bangladesh Bank will provide all necessary permissions for IT Firm personnel to enter and perform their service functionalities in Bangladesh Bank premises on 24/7 basis. Bangladesh Bank will also ensure the presence of at least one of their staff while IT Firm resources are present. Bangladesh Bank will facilitate Internet Access with sufficient bandwidth to IT Firm support personnel for providing support to the NPSB system. Bangladesh Bank will ensure that general work place facilities such as drinking water, access to toilet facilities with sufficient supply of toiletries, First Aid, etc. are available at all times.
2. SECURITY: Bangladesh Bank will also ensure the security of the premises at all times in terms of controlling access to the premises through presence of security personnel and access control cards at all times.
3. FIELD ENGINEERING SPACE: Bangladesh Bank will provide at the site in which the Equipment is located adequate working space within reasonable distance of the Equipment for use of IT Firm Field Engineering personnel and facilities for storage and safe keeping of IT Firm's proprietary maintenance and product support materials, test equipment, tools and spare parts.
4. BB reserves the right to reduce enhance the scope of service for the supplies that are non IT in nature due to BB's overall specific service consolidation with 30 days prior written notice. In case parties are not able to agree on a renewal of SLA, after expiry of the SLA and IT Firm will continue providing services for next 30 days at the same agreed rate.
5. Penalty: if the complete NPSB operations downtime exceeds 1 (one) continuous hour during any month, owing to failure of any equipment or software under purview of IT Firm maintenance services, Bangladesh Bank shall be penalize IT Firm 5% (five percent) of the monthly installment amount for each such instance. Complete NPSB operations down scenario will mean that neither Bangladesh Bank nor any commercial bank is able to use the NPSB system from either Data Centre in Bangladesh Bank, Motijheel or the Disaster Recovery Centre in Bangladesh Bank,

Mirpur. System down scenario owing to fault of systems not under IT Firm purview (surround premises, communication links, etc.) or responsibility (generator fuel, other accessories supply, etc.) or Force Majeure conditions shall not be considered IT Firm responsibility. If the above downtime exceeds 24 (twenty four) hours continuously, then Bangladesh Bank penalize IT firm 10% (ten percent) of the yearly installment amount each such intendance.

6. Other:

- a. All replacement spares for the installation will be from the OEM with same or higher specification that compatible to the system.
- b. During the maintenance or up gradation work by IT Firm, if any damage, partial damage or malfunctioning of system arises, IT Firm is liable to restore the system to the original condition without any cost.
- c. Any installation, changes, modification, addition of hardware and software must be well documented. Where possible log (Video, Screen Capture) should be maintained for working with remote login. A prior approval in writing from BB is must for any of the above activities. On completion a formal report should be submitted after completion of the activity.
- d. BB may request to make changes in network configuration that can be done without additional product and services from OEM as they require.

### **C. SUPPLIES**

Equipment Maintenance charges do not include the furnishing of supplies and consumable items such as ribbons, belts, ink, ribbons, cleaning materials, cards, paper tape, filters, paper forms, printer toner, printer cartridges, magnetic tape, magnetic cards, petroleum lubricants, oil filters, air filters, oil, fuel, batteries for power equipment, utility services and lamps which will be provided by the Bangladesh Bank. Bangladesh Bank will only use genuine supplies as recommended by OEM so that the performance or maintenance of the Equipment may not be affected.

### **D. ATTACHMENTS**

Bangladesh Bank agrees not to employ additional attachments, features or devices to the Equipment, make alterations to the Equipment, or permit the maintenance of the Equipment by persons other than IT Firm personnel without the written consent of IT Firm. IT Firm shall not be liable for loss or damage to Bangladesh Bank resulting therefrom, and Bangladesh Bank shall be liable to IT Firm for any services costs incurred by IT Firm as a consequence thereof.

### **E. INCIDENT REPORTING**

Bangladesh Bank shall report all support incidents, whether it is a problem or a change request or a query, to IT Firm Helpdesk by phone and/or email to below numbers or email ID. IT Firm will also provide an issue report to the Bangladesh Bank on a monthly basis.

### **F. EXCLUSIONS**

IT Firm is not under obligation to repair, maintain, and replace any parts of the Equipment if such repairs, maintenance or replacement is required either directly or indirectly as a result of:

- (i) Any accident other than due to the willful fault of IT Firm and/or
- (ii) Nuclear Radiation, Radio Active contamination, excessive heat or mechanical shock, vibrations and/or

- (iii) Negligence, tampering abuse or introduction of any extraneous matter of or by the Bangladesh Bank or third parties and/or
- (iv) Failure of Bangladesh Bank to maintain continuously the stipulated environmental conditions and/or
- (v) Failure of Bangladesh Bank to comply with the instructions recommendations specifications or manuals given by IT Firm or the manufacturer of the Equipment and/or
- (vi) Causes external to the system, such as electrical power fluctuation or failures, software and/or
- (vii) Fire, tempest, storm the elements and acts of God or force of nature and/or
- (viii) Attachment of any items of equipment or features to the Equipment by Bangladesh Bank or third parties or where suppliers other than IT Firm recommended/ approved suppliers have been used;

## **G. FORCE MAJEURE**

Neither IT Firm nor the Bangladesh Bank shall be liable to the other for failure to comply with its obligations under the Agreement, if such failure is due to then being prevented from performing as a result of any circumstances beyond their control which makes performance under the Agreement impossible. In such event the performance under this agreement shall be deemed to be suspended.

## **H. GENERAL PROVISIONS**

1. IT Firm may assign this Agreement or any benefit arising under it provided that the Bangladesh Bank's rights are not diminished. This agreement may not be assigned by the Bangladesh Bank without prior written approval of IT Firm.
2. No modification or amendment to this Agreement and no waiver of any of it's terms or conditions shall be valid unless made in writing by authorized representatives of the parties hereto.
3. The terms and conditions of any order or other document issued by the Bangladesh Bank and relating to the services materials, or equipment subject to this Agreement shall be of no effect except as provided for in this agreement.
4. No relaxation, forbearance or indulgence by IT Firm in neither enforcing any terms or neither conditions of this Agreement, nor granting of time shall prejudice or restrict the rights of IT Firm hereunder and the waiver of one breach shall not operate as waiver of another on continuing breach. IT Firm has no provision to adjust the requirement to relax the obligations in enforcing terms or condition of this agreement and IT Firm cannot be held with obligations by waive off one breach to relax another breach.

Agreement is subject to and governed by the laws of the People's Republic of Bangladesh where the IT Firm's representative office is located.

### **4.3.2 ADDENDUM: NPSB HARDWARE SUPPORT**

#### **1. Hardware Services**

This Hardware support service is intended to provide exclusively for National Payment Switch Bangladesh (NPSB) and is incorporated herein with the Equipment/Hardware Maintenance Agreement between Bangladesh Bank and IT Firm Maintenance service is

extended to provide response 24 hours of working day that excludes the holidays such as banking holidays, government holidays and weekends. On-site technical support and services shall be provided at main site of NPSB during normal working hours that would cover the availability of onsite engineer/s, remote support sessions, email support, telephone support as and when required.

## 2. Support Services – NPSB Hardware

### A. Definitions

1. **Ad-Hoc Services** mean any services requested that can be scheduled in advance beyond those services specifically described in this Agreement as being part of the Support Services.
2. **Fault** means any error, defect or malfunction which shall cause the hardware can cause disruption to the operations.
3. **Hardware** is the equipment that the corrective and preventive maintenance services are preformed, listed hereunder;
  - Servers , Storage, workstations and peripherals
  - Network infrastructure
  - Hardware Security Module
4. **Manufacturers:** the original equipment supplier or manufacturer who may provide high level technical support.
5. **Maximum Response Time** means the maximum time IT Firm may take to reach the Bangladesh Bank when on-site support is not available or able to assist with a problem and has been requested by telephone, email or fax by the Bangladesh Bank Support Manager. The Maximum Support Time will start when IT Firm receives the request from the Bangladesh Bank Support Manager and will be of 2 hour.

### 6. Support Levels

7. Bangladesh Bank performs support level-1
  - **Level-1:** Bangladesh will support basic configuration checking, preventive maintenance, review logs and take action for trouble shooting.
  - **Level 2:** Onsite expert provide assistance for problems that cannot be resolved in Level 1 above. Bangladesh Bank site will be contacted with 2<sup>nd</sup> level engineers who will investigate and sees the servility level of the issue and proceed with course of actions and shall respond within the Maximum Response Time for all Emergency and system down severity level problems. If the problem can't be quickly identified or if a workaround can't be quickly provided or the workaround can't be easily implemented, then IT Firm shall send a qualified Engineer/s to resolve the problem.
  - **Level 3:** Support is the provision of Maintenance is in the event 2<sup>nd</sup> level is required to identify the resolution, 3<sup>rd</sup> level support that is manufacture or authorized product service provider will be in contact with 2nd level engineer.

## B. Incident Severity Levels

Severity Level	Definition
<b>Emergency</b>	The entire system is inoperable, or is materially malfunctioning and the hardware is suspected as the cause
<b>High</b>	A major module is inoperative (e.g., a critical hardware component is down, however the remainder of the System is functioning and the hardware is suspected as the cause.
<b>Medium</b>	A hardware issue of a non-critical nature, which is impacting, but not prohibiting, the ability of Bangladesh Bank to complete its work.
<b>Low</b>	Hardware issue of a minor nature, preventive / routine check or a documentation error, or a request for information.

**Table 1 – Severity table**

## C. Incident Resolution

Severity Category	Description
<b>Emergency</b>	Applicable to main processing site (Data Center), recurring hardware failure or deviation that prevents Bangladesh Bank's operational use of the hardware failure that does not have an existing viable detour or workaround. A viable detour or workaround within the system configuration and system resources, then agreed upon alternate workaround will be resolved within 4 hours of detecting the faultier of the system that have the objective of achieving the same operational results.
<b>High</b>	A recurring hardware failure or deviation that interferes resulted partial system operations and use of the hardware which there is a viable detour or workaround, shall complete/deliver resolution within 8 hours of identifying the problem with possible minimum interruption to total operation of the system
<b>Medium</b>	Initiate resolution with minimum interruption to the operation and, or whenever the system is free from operations. Deliver the resolution within not more than three business day
<b>Low</b>	Resolution is initiated within next preventive maintenance schedule.

## D. Preventive Maintenance Service

IT Firm will make available, from time to time, preventive Maintenance in taking logs, review logs , carry out test routines and visual checking on the system and apply correction if required.

## E. Remote hardware Support Service

Bangladesh Bank will allow, with written prior agreement, online remote diagnosis, fixes download directly to the systems. This method provides IT Firm to use Bangladesh Bank's data communication facility of directly connected telephone line and high speed internet with the speed of not less than 512Kbps connection in order to establish remote connections with manufactures, 3<sup>rd</sup> level service providers. It is the responsibility of Bangladesh Bank to ensure that the correct hardware, communications and remote control are in place and that such remote diagnostic service is feasible and complies with any data protection requirements or legislation. IT Firm will invoke the remote support service. IT Firm ability to provide the Support Services is expressly conditioned upon Bangladesh Bank providing IT Firm with the following without cost to IT Firm:

- i. Access to Bangladesh Bank's System and hardware in a manner specified by IT Firm and agreed with IT Firm;
- ii. Access to System logs;
- iii. Access to Bangladesh Bank's System for the purposes of carrying out diagnostic investigation and remote execution of test routines;
- iv. Access to System core memory dump and related data; and
- v. Access to System program memory dump and related data.

## 5.0 Deliverables

### 5.0.1 Repots & Documents

IT Firm shall provide following Reports and documents:

1	Quarterly Progress Report	Services/ jobs accomplished, underway and to be accomplished etc.	Within 7 days of the following quarter, preferably along with the IT Firm's quarterly Invoice.
2	Service Logbook	Technical documentations of maintenance, reconfiguration/ reinstallation and upgrade /development of the Systems etc.	-do-
3	Training	Training schedule, trainings and materials provided etc.	Half-Yearly
4	Knowledge transfer	Updated software, tools & technologies and other technical documents	Half-Yearly

### 5.1 Restrictions:

- 5.1.1 IT firm and its personnel shall no way access to NPSB IT System for any purpose at any level without prior permission/approval from competent authority of Bangladesh Bank.
- 5.1.2 IT firm and its personnel shall no way disclose/ disseminate/ transfer anything of NPSB IT System to anyone outside Bangladesh Bank office without prior permission/approval from competent authority of Bangladesh Bank.
- 5.1.3 IT firm and its personnel shall not do any, reconfiguration/reinstallation or upgrade/ development of NPSB IT systems without prior permission/approval from competent authority of Bangladesh Bank;

5.1.4 IT firm and its personnel shall not disclose any data or information about the business of the Client without prior permission/approval from competent authority of Bangladesh Bank.

## **6.0 Facilities:**

6.0.1 Onsite Support Personnel of IT firm shall be provided with space and a test PC for conducting required trial before incorporating anything to NPSB IT System.

6.0.2 Necessary Desk facilities and logistic support;

6.0.3 Reasonable support services required for carrying out the jobs;

6.0.4 Access to key officials in the office of the Authority, and other relevant Ministries and entities, as required;