First Security Islami Bank Limited

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Block # A, P.S- Badda,
Bashundhara R/A, Dhaka-1229

Web: www.fsiblbd.com

Request for Proposal (RFP)
For
Establishment of Digital / Mobile Financial Services

April 2022

Request for Proposal

Muhtaram,
Assalamu Alaikum

1. The objective of this RFP is to select a Bidder who will design, integrate and maintained Mobile Application with existing MFS system as well as for kinds of services being provided by The First Security Islami Bank Limited (FSIBL).

2. This RFP is to detail out the Technical and other requirements and provide General instructions to the Bidders. The purpose of this Request for Proposal (RFP) is to invite developers to prepare and submit Proposals for providing mobile applications (apps) and associate services to First Security Islami Bank Limited (FSIBL) accordance with requirements, mentioned in this RFP.

3. First Security Islami Bank Limited (FSIBL) invites proposal to provide services which will include but not necessarily limited to:

    a) **Development, Maintenance, Modification and Support Services of digital Financial Services of the FSIBL;**

    b) **This application will allow Users i.e. Customers, Distributors, SRs, Agents, Merchants and Admin to access the application in order to complete MFS related transactions including USSD successfully;**

    c) **Development of a digital Wallet framework with cash in and cash out capabilities and integration with merchants' network, Agent Points, Banks, Cards, interoperable with other wallets;**

    d) **Development of necessary technical infrastructures such as Data Center and other work stations**

    The objectives and scope of the assignment is provided in the terms of Reference.

3. A Developer will be selected under the procedures described in the RFP document.

4. The RFP Document includes the following Sections:
    - Section 1: Instructions to Developers (ITD)
    - 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)

    5. Please inform us in writing, preferably by electronic mail, at the following address: kamal@fsiblbd.com; rupam@fsiblbd.com 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 Partner.

Enclosed: A set of the RFP document.

Yours Sincerely,

(**Md. Mushfiqur Rahman**)
VP & Head of ICT (C.C)
First Security Islami Bank Limited

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Section 1. Instructions to Developers

A. General

1. Scope of Proposal

1.1 The Owner, 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 The successful Developer 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 Owner to a short-listed Developers a basis for preparation of proposal; and

(e) "**Proposal**" depending on the context, means a proposal submitted by a Developer for delivery of Services to an Owner in response to an invitation for Request for Proposal.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 Owners, as well as Developers, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts.

3.2 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Owner against any Developers alleged to have been carried out such practices, the Owner shall

(a) exclude the Developers/Consultant from participation in the development proceedings concerned or reject a proposal for award; and

(b) declare the Developers/Consultant ineligible, either indefinitely or for a stated period of time, from participation in development proceedings;

if it, at any time, determines that the Developers/Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

3.3 Owner as well as developer shall, during development proceedings and delivery of Services, ensure that neither it's any officer nor any staff nor any other agents or intermediaries working on its behalf engage in any such practice.

3.4 Should any corrupt or fraudulent practice of any kind referred to in ITD Clause 4.5 come to the knowledge of the Owner, it shall, in the first place, allow the Developer to provide an explanation and shall, take

actions as stated in ITD 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 development proceedings and promptly communicated to the Developer concerned. Any communications between the Developer and the Owner related to matters of alleged fraud or corruption shall be in writing.

3.5   The Owner defines, for the purposes of this provision, the terms set forth below as follows:

    3.5.1   *"corrupt practice"* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of FSIBL 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, the owner in connection with the development proceeding;

    3.5.2   *"Fraudulent practice"* means a misrepresentation or omission of facts in order to influence a development proceeding or the execution of a contract to the detriment of the Owner;

    3.5.3   *"collusive practice"* means a scheme or arrangement among two and more Parties/Developers with or without the knowledge of the Owner (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Owner of the benefits of free, open and genuine competition; and

    3.5.4   *"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.

3.6   The Developer shall be aware of the provisions on fraud and corruption stated in GCC Clause 4 and GCC Sub-Clause 16.3**.**

4. Eligible Developers/ Consultants

4.1   Only short-listed Developers are eligible to submit proposals.

4.2   The Developers/Consultant has the legal capacity to enter into the contract.

4.3   The Developer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITD Sub-Clause 4.5.

4.4   The Developer 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.

4.5   The Developer has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

4.6   Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of developers 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

4.7   Developers 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 Owner, or that may reasonably be perceived as

having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

| | 4.8 | The developer must have implemented more than 1 (One) MFS solution or e-Wallet solution. |
| | 4.9 | The developer must have expert resources having over 10 years of experience in supporting MFS platform building and operations. |

5. Eligible Sub-Consultants

5.1 The requirements for eligibility as stated under ITD Clause 5 will extend to each Sub-consultant, as applicable.

6. Eligible Services

6.1 All materials, equipment and supplies used by the Developers/Consultant and services to be provided under the Contract shall have their origin in countries other than those specified in the PDS.

7. Conflict of Interest

7.1 Developers and all parties constituting the Developers/Consultant shall not have a Conflict of Interest (COI).

7.1.1 COI means a situation in which a Developer provides biased professional advice to a Owner in order to obtain from that Owner an undue benefit for himself/herself or affiliate(s)/associates(s).

7.1.2 *General*

The Developer (including any of his affiliates/associates), in deference to the requirements that the Developer provides professional and objective advice and at all times hold the Owner'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.

7.1.3 **Conflicting Activities**

A firm that has been engaged by the Owner 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.

7.1.4 **Conflicting Assignments**

A Developer (including its Personnel and Sub-Consultants) 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 Developer to be executed for the same or for another Owner. For example, a Developer hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Developer assisting a owner in the privatization of public assets shall not purchase, nor advice owners of, such assets. Similarly, a Developer hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

7.1.5   Conflicting Relationships

(a) A Developer (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Owner'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) Owner'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 Owner, 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.

8. Unfair Advantage	8.1	If a short-listed Developer could derive a competitive advantage from having provided development services related to this proposed assignment, the Owner shall make available to all short-listed Developers together with this RFP Document all information that would in that respect give such Developer any competitive advantage over the competing Developers.
9. Site Visit	9.1	The Developer, at the Developer's/Consultant'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.
	9.2	The Developer should ensure that the Owner is advised of the visit in adequate time to allow it to make appropriate arrangements; and
	9.3	The costs of visiting the Site shall be at the Developer's/Consultant's own expense.

B.   Request for Proposal

10 RFP Document   10.1   The Sections comprising the Request for Proposal are listed below.

- **Section 1: Instructions to Developers (ITD)**
- **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. Form of Contract

    D. Appendices

- **Section 6: Terms of Reference (TOR)**

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

10.3   The Developer 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.

11	**RFP Clarification**	11.1	A Developer requiring any clarification of the RFP Document shall contact the Owner in writing at the Owner's address indicated in the PDS before **two-third** of the time allowed for preparation and submission of Proposal elapses.
		11.2	The Owner is not obliged to answer any clarification request received after that date as stated under ITD 12.1
		11.3	The Owner shall respond in writing within five (**5**) working days of receipt of any such request for clarification received under ITD Sub Clause 12.1.
		11.4	Should the Owner deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITD Clause 14.
12	**Pre-proposal Meeting**	12.	To clarify issues and to answer questions on any matter arising in the RFP, the Owner may, if stated in the PDS, invite short-listed Developers to a Pre-Proposal Meeting at the place, date and time as specified in the PDS.
13	**RFP Amendment**	13.1	At any time prior to the deadline for submission of Proposals, the Owner, for any reason on its own initiative or in response to a clarification request in writing from a short-listed Developer, may revise the RFP Document by issuing an Addendum.
		13.2	The Addendum issued under ITD Sub Clause 14.1 shall become an integral part of the RFP Document and shall be communicated in writing to all the short-listed Developers, to enable the Developers to take appropriate action.
		13.3	To give a prospective Developer reasonable time in which to take any amendment into account in preparing its Proposal, the Owner may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITD 30.

C. Proposal Preparation

14	**Proposal: Only one & Preparation Costs**	14.1	A short-listed Developer, including its affiliate(s) may submit only one (1) Proposal. If a Developer submits or participates in more than one (1) Proposal, all such proposal shall be rejected.
		14.2	The Developer shall bear all costs associated with the preparation and submission of its Proposal.
15	**Proposal: Language**	15.1	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 Developer 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**.**

16 Proposal: Documents   16.1   The Proposal prepared by the Developer shall comprise the following:

    (a)   Technical Proposal;

    (b)   Financial Proposal;

    (c)   documentary evidence establishing the Developer's eligibility; and

    (d)   Any other document required as stated in the PDS.

17 Proposal: Preparation   17.1   In preparing its Proposal, the Developer 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.

17.2   The Developer shall prepare the Technical Proposal in accordance with ITD Clauses 19 and 20.

17.3   The Developer shall submit the Financial Proposal in accordance with ITD Clause 21 and 22.

18 Technical Proposal Preparation   18.1   While preparing the Technical Proposal, a Developer must give particular attention to the instructions provided in ITD Sub Clause inclusive.

18.2   If a Developer considers that it does not have all the expertise required for the assignment, it may obtain that expertise with other Developers or entities in a joint venture or Sub-Consultancy as appropriate.

18.2   The Developer/Developer wishing to obtain expertise from other Developers or entities may participate in the development proceedings by forming a Joint Venture.

18.3   Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective Developers, 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 Developers who are parties to such agreement.

18.4   Joint Venture, as stated under ITD Sub Clause 19.3, with other non-short-listed Developers at the time of submission of a Proposal is not admissible without prior permission of the Owner.

18.5   The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Owner.

18.6   The Developer appointing another short-listed Developer as a Sub-Consultant, as stated under ITD Sub Clause 19.2, at the time of submission of Proposal will not require prior permission of the Owner but in such cases, the Proposal shall be submitted in the title of the short-listed Developer.

18.7 In the event of Sub-Consultancy, as stated under ITD Sub Clause 19.8, the Proposal should include a covering letter signed by an authorized representative of the short-listed Developer with full authority to make legally binding contractual and financial commitments on behalf of the Developer, **plus** a copy of the agreement(s) with the Sub-Consultant(s).

18.8 Sub-Consultancy (s) shall in no event relieve the short-listed Developer from any of its obligations, duties, responsibility or liability under the Contract.

18.9 The Financial Proposal will include the amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded.

18.10 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 Developer or has an extended and stable working relationship with it.

19 Technical Proposal: Format and Content

19.1 The Technical Proposal shall provide the following information (**Section 5A**):

(a) Form **5A1**: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Developer:

(b) Form **5A2**: giving a brief description of the Developer's/Consultant's organization and an outline of **experience** of the Developer and, in the case of an association by each Developer, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Developer's/Consultant's involvement. Information should be provided only for those assignments for which the Developer was legally contracted by the Owner 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 Developers cannot be claimed as the experience of the Developer, or that of the Developer's/Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Developers should be prepared to substantiate the claimed experience if so requested by the Owner.

(c) Form **5A3:** indicating comments and suggestions that the Developer 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 Owner etc.

(d) Form **5A4:** indicating the approach, methodology and work plan for performing the assignment

(e) Form **5A5**: being the work plan and should be consistent with the Work Schedule & shall be in the form of a bar chart showing the timing proposed for each activity.

(f) 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.

(g) 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.

(h) Form **5A8:** being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.

(i) Plus, a detailed description of the proposed methodology, staffing, and staffing for training, if the PDS specifies training as a major component of the assignment.

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

19.2 The Technical Proposal shall not include any financial information.

| 20 | **Financial Proposal Format and Content** | 20.1 | The Financial Proposal shall list all costs associated with the assignment indicated in the PDS. These costs should be broken down by activity. |

20.1.1 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 | **Taxes** | 22.1 | The Developer is subject to local taxes on amounts payable by the Owner as per the Applicable Law. It is the responsibility of the Developer 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. 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. |

| 22 | **Owner Inputs** | 22.1 | The Owner shall: |

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

(b) make available to the Developer, relevant project data and reports at the time of issuing the RFP Document; and

(c) Assist the Developer, when it is necessary, in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Developer to prepare the proposal.

| 23 | **Alternative Proposals** | 23.1 | Unless otherwise stated in the PDS, alternative proposals shall not be considered. |

| 24 | **Proposal Currency** | 24.1 | All Costs shall be quoted in Bangladeshi taka. |

| 25 | **Proposal Validity** | 25.1 | Proposal validities shall be determined on the basis of the complexity of the Proposal and the time needed for its examination, approval and signing of Contract. |

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

| 25.3 | Developers shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period including extension, if any. The Owner will make its best effort to complete negotiations within this period. |

26 Extension of Proposal validity

26.1 In justified exceptional circumstances, prior to the expiration of the proposed validity period, the Owner may solicit, not later than ten (10) days before the expiry date of the Proposal validity, compulsorily all the Developers' consent to an extension of the period of validity of their Proposals.

26.2 The Developers 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 Proposal Format and Signing

27.1 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 Developer to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

27.2 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

28 Proposal: Sealing and Marking

28.1 The Developer 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".

28.2 The Developer shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL".

29 Proposal: Submission Deadline

29.1 Proposals shall be delivered to the Owner no later than the date and Time indicated in the PDS.

29.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Owner shall, on request, provide the Developer with a receipt showing the date and time when its Proposal was received.

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

30 Proposal Submitted Late

30.1 Any Proposal received by the Owner after the deadline for submission of Proposals, in accordance with ITD Clause 30 shall be declared LATE and returned unopened to the Developer.

E. Proposal Opening and Evaluation

31 Technical Proposal Opening

31.2 Proposals shall be opened by the relevant committee formed by FSIBL and the concern authority will maintain necessary safety measure for the sake of security and objectivity of the project.

31.2 The Owner 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 Restriction on Disclosure of information relating to Development Process

32.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by any Developer to influence the Owner or PEC in the Owner's Proposal evaluation, Proposal comparison or Contract award decisions may result in rejection of the Developer's Proposal.

33 Clarification of Proposal

33.1 The Owner's Proposal Evaluation Committee (PEC) may ask the Developers 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 Developers 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. Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.

33.2 If a Developer 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 Examination of Conflict-of-Interest Situation

34.1 During the evaluation of the Technical Proposals, the Owner shall ascertain that no new COI situations have arisen since the Developer was short-listed. If the Owner 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.

34.2 If a Developer or its affiliate is found to be in a COI situation during the technical evaluation, the Owner shall review the case and either disqualify the Developer or ask the Developer to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Developer shall be rejected.

34.3 If a Developer has been found to mislead the Owner by neglecting to provide information or by denying the existence of a COI situation, the Developer's/Consultant's proposal shall be rejected.

35 Proposal: Technical Evaluation

35.1 All Technical Proposals shall be evaluated in accordance with the Request for Proposal (RFP) and the Terms of Reference (TOR).

35.2 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 specified in the PDS.

36	**Financial Proposal Opening**	36.1	After the technical evaluation is completed and approved by the Owner, Financial Proposals shall be opened publicly in the presence of the Developers' representatives who choose to attend.
37	**Proposal: Financial Evaluation**	37.1	The Proposal Evaluation Committee (PEC) will review the detailed content of Financial Proposal.
		37.2	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.
38	**Proposal: Combined Evaluation**	38.1	The Owner will select the developer who will be declared qualified technically and financially by PEC.
39	**Proposal: Negotiation**	39.1	Negotiations will be held at the address indicated in the PDS. The invited Developer 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 Owner may specify.
40	**Proposal Negotiation: Technical**	40.1	Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, training inputs and any suggestions made by the Developer to improve the Terms of Reference. The Owner and the Developer 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 Owner to ensure satisfactory implementation of the assignment. The Owner shall prepare minutes of negotiations which will be signed by the Owner and the Developer.
41	**Proposal Negotiation: Financial**	41.1	The financial negotiations will reflect the agreed technical modifications in the cost of the services.
		41.2	It is the responsibility of the Developer, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Developer under the Contract.
42	**Availability of Professional staff/experts**	42.1	Having selected the Developer on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Owner expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal.
43	**Proposal Negotiations: Conclusion**	43.1	The PEC with participation of the Owner and the successful Developer shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.

45. Rejection of all Proposals	45.1	The Owner, on justifiable grounds, may annul the Development proceedings, at any time prior to the deadline for submission of the Proposals following specified procedures and shall return all proposals received unopened.
	45.2	Evidence of professional misconduct, affecting seriously the Procurement process, is established.
	45.3	The Owner may further annul the Procurement proceedings any time prior to signing of the Contract following specified procedures.
46 Informing reasons for rejection	46.1	Notice of the rejection will be given promptly within seven (**7**) days of decision taken by the Owner to all Developers, and the Owner will, upon receipt of a written request, communicate to any Developer the reason(s) for its rejection but is not required to justify those reason(s).
47. Contract Award	47.1	The Owner shall, within seven (**7**) working days of receipt of approval of the Contract, invite the Developer to sign the Contract; so that the Contract comes into force before expiration of the Proposal validity.

48. Publication of award of Contract

48.1 The Owner may publish the Contract in their website, and that notice shall be kept posted for not less than a month.

49. Commencement of Services

49.1 The Developers/Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

Section 2. Proposal Data Sheet

ITD Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	The Owner is FSIBL Contact Details: ICT Division, Head Office. Plot#12, 2nd & 3rd Floor, Main Road. Block # A, P.S- Badda, Bashundhara R/A, Dhaka-1229 Email: mushfique@fsiblbd.com Web: Web: www.fsiblbd.com
1.2	The assignment is phased as follows: The assignment i.e., design, development, implementation and installation to be completed within (**Please Mention**) months from the date of signing of the contract. This part of assignment includes the following: ❖ A detail system plan including requirement study report and system design must be completed within (**Please Mention**) months of inception. ❖ The software and related apps development, testing, debugging and finalization must be done within (**Please Mention**) months of inception. ❖ The Central Server Site, Disaster Recovery site, Data Center site and related connectivity with FSIBL Office, all branches and agent offices must be established within (**Please Mention**) months of inception. After successful implementation of the software and related apps including all related works in all the locations, the Developer, pursuant to the terms and conditions as stipulated in the Contract Agreement shall continue to perform the subsequent operation, maintenance and support services till both the parties are agreed to continue. The assignment is to be completed within (**Please Mention**) months.

3.1	The services that will be provided by The Developer are:
	1) System Development including:
	   a) Development, Maintenance, Modification and Support Services of digital Financial Services of the FSIBL;
	   b) Development of a digital Wallet framework with cash in and cash out capabilities and integration with QR merchants network, Agent Points, ATMs, Banks, Cards, interoperable with other wallets and administrative and operational capabilities;
	   c) Development of necessary technical infrastructures such as Data Center and other work stations.
	2) Piloting The Developed System
	3) Deployment of the system

15.1	For clarification of proposals the Owner 's address is: Contact Details
16.1	The Proposal shall be written in the English language.
19.11	The Developer will propose a set of qualified and experienced professional staff including:

	1. Team Leader /Project Manager 2. Senior Software Engineer 3. Software Engineer 4. App developer 5. Training Specialist 6. System Analyst 7. QA Specialist 8. QA Engineer 9. Graphics Designer 10. Support Engineer With detail CV of each.
20.1(i)	Training is a specific component of this assignment. The details of training required are, Developer must deploy at least 2 professional trainers to arrange consecutive and continuous training Programs on user interfaces, user admin and related troubleshooting of the software for at least one year from the date of implementation. Training hours will be usual office hours. Developer shall provide the training manuals and related notes to the trainee.
23.1	The Owner will provide the list of trainees and approved training schedule.
26.1	Proposals must remain valid for 120 days after the submission date.
28.2	The Developer must submit one original for both the Technical Proposal and the Financial Proposal and 2 (Two) copies of the Technical Proposal.
29.3(b)	The Proposal submission address is: **ICT Division, Head Office. Plot#12, 2ⁿᵈ & 3ʳᵈ Floor, Main Road. Block # A, P.S-Badda, Bashundhara R/A, Dhaka-1229.**
30.1	Proposals must be submitted no later than the following **Date: 12.06.2022** **Time: 03.00 PM**

37.2	Criteria for the evaluation of Technical Proposals are:
	
	(i) Specific experience of the Developer relevant to the assignment [The Owner may decide depending on the type of assignment]
	
	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference
	
	    (a) Technical approach and methodology
	
	    (b) Work plan
	
	    (c) Organization and staffing
	
	(iii) Professional staff qualifications and competence for the assignment.

41.1	The address for contract negotiations is: Contact Details:

	ICT Division, Head Office. Plot#12, 2nd & 3rd Floor, Main Road. Block # A, P.S-Badda, Bashundhara R/A, Dhaka-1229.
51.1	The assignment is expected to commence within (Please Mention) days of the issue of award the Contract.

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:

4.10   **Approving Authority** means the authority of FSIBL.

4.11   **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;

4.12   The **"Owner"** is the party named in the PCC who engages the Developer to perform the Services.

4.13   **"Completion"** means the fulfilment of the Services by the Developer in accordance with the terms and conditions set forth in the Contract.

4.14   **"Completion Date"** is the date of actual completion of the fulfilment of the Services.

4.15   The **"Developer"** or "**Developer**" is the organisation whose proposal to perform the Services has been accepted by the Owner and is named as such in the PCC and the Contract Agreement.

4.16   **"Contract Agreement"** means the Agreement entered into between the Owner and the Developer together with the Contract Documents.

4.17   **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.

4.18   **"Day"** means calendar day unless otherwise specified as working day.

4.19   **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to **GCC Clause 18.1**

4.20   **"GCC"** mean the General Conditions of Contract.

4.21   **"Government"** means the Government of the People's Republic of Bangladesh.

4.22   The **"Intended Completion Date"** is the date on which it is intended that the Developer shall complete the Services as specified in the PCC.

4.23   **"Member"** means in case where the Developer consists of a joint venture, any of the entities that make up the joint venture; and **"Members"** means all these entities.

4.24   **"Month"** means calendar month.

4.25   **"Party"** means the Owner or the Developer, as the case may be, and **"Parties"** means both of them. Third party means any party other than Owner as Developer.

4.26   **"Personnel"** means professionals and support staff provided by the Developer or by any Sub-Developer and assigned to perform the Services

or any part thereof; and "Key Personnel" means the Personnel referred to in **GCC Sub Clause 24.1**

4.27 **"Reimbursable expenses"** means all assignment-related costs other than Developer's remuneration.

4.28 **"Remuneration"** means all costs related to payments of fees to the Developer for the time spent by the professional and other staff on assignment related activities.

4.29 **"PCC"** means the Particular Conditions of Contract.

4.30 **"Services"** means the tasks or activities to be performed and the services to be provided by the Developer pursuant to the Contract Agreement.

4.31 **"Sub-Developer"** means any person or entity to whom/which the Developer subcontracts any part of the Services.

4.32 **"Third Party"** means any person or entity other than the Government, the Owner, the Developer or a Sub-Developer.

4.33 **"Writing"** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

4.34 **"FSIBL"** means First Security Islamic Bank Limited.

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 Developer 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	6.1	The following documents forming the Contract shall be interpreted in the order of priority:
		(a) the Contract Agreement;

	Order of Precedence		(b)	the Particular Conditions of Contract (PCC);

			(c)	the General Conditions of Contract (GCC);
			(d)	the Appendix (1 to 6); and
			(e)	any other documents as specified in the PCC forming part of the Contract.

7. Assignment 7.1. Neither the Owner nor the Developer shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.

8. Eligible Services 8.1 All materials, equipment, plant, and supplies used by the Developer 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 Developer is a Joint Venture all of the parties shall sign the Contract Agreement.

10.2 Each Developer 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 Owner.

11. Authority of Member in Charge 11.1 In case the Developer is a Joint Venture consisting of more than one entity, the Developers 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 Developers of the Joint Venture, including without limitation the receiving of instructions and payments from the Owner.

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 Owner or the Developer 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 Owner and the Developer. The Developer, subject to this Contract, has complete charge of Personnel and Sub-Developers, 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 Owner may approve.

15. Taxes 15.1 The Developer, Sub-Developers 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 It is required that Owner, as well as Developers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract.

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 Developer 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**,** 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 The Owner may notify the Developer 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 Developer shall submit to the Owner 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.

22.4 Total cost of the project will be approved by FSIBL authority.

C. Developer's Personnel and Sub-Developers

23. General

23.1 The Developer shall employ and provide such qualified and experienced Personnel and Sub Developers 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 Developer's Key Personnel are described in **Appendix 3** to the Contract

25.	**Approval of Personnel**	25.1	The Owner hereby approves the Key Personnel and Sub Developers listed by title as well as by name in Appendix 3 to the contract. Except as the Owner may otherwise agree, no changes shall be made in the Key personnel.

26.	**Working Hours**	26.1	Working hours for Key Personnel are set forth in **Appendix 4** to the Contract.

27. Removal and/or Replacement of Personnel

27.1 If the Owner:

(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 Developer shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

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

D.   Obligations of the Developer

28. Standard of Performance

28.1 The Developer 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 Owner, and;

(c) at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Developers or Third Parties.

29. Conflict of Interests

29.1 The Developer shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

30. Developer not to Benefit from Commissions Discounts etc.

30.1 The remuneration of the Developer as stated under GCC Clauses 47, 48 and 49 shall constitute the Developer's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the Developer 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 Developer shall use their best efforts to ensure that any Sub-Developers, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

30.2 Furthermore, if the Developer, as part of the Services, have the responsibility of advising the Owner on the procurement of Goods, Works or Services, the Developer shall at all times exercise such responsibility in the best interest of the Owner. Any discounts or commissions obtained by the Developer in the exercise of such

procurement responsibility shall be for the account of the Owner. Furthermore, the Developer and the Owner will follow the provisions agreed in financial proposal.

31. Developer and Affiliates not to Engage in Certain Activities	31.1	The Developer agrees that, during the term of this Contract and after its termination, the Developer and any entity affiliated with the Developer, as well as any Sub-Developer and any entity affiliated with such Sub-Developer, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this services,
32. Prohibition of Conflicting Activities	32.1	The Developer shall not engage, and shall cause their Personnel as well as their Sub-Developers 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 Owner, the Developer 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 Developer 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 Developer 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 Developer	34.1	The Developer, in lieu of furnishing any Performance Security, shall be, liable to and required to indemnify, the Owner as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.
	34.2	The Developer shall indemnify the Owner 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 Owner during or in connection with the Services by reason of:

    (a)   infringement or alleged infringement by the Developer of any patent or other protected right; or

    (b)   Plagiarism or alleged plagiarism by the Developer.

	34.3	The Developer shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Developer out of funds provided or reimbursed by the Owner or used by the Developer 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 Developer shall indemnify, protect and defend at their own expense the Owner, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Developer's failure to exercise the skill and care required under GCC Clause 28 provided:

    (a)   that the Developer 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 Developer'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 Developer's gross negligence or reckless conduct; and

(c)   that the Developer'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 Developer may have under GCC Clause 28, the Developer shall, at their own cost and expense, upon request of Owner; re-perform the Services in the event of Developer'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 Developer shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

(a)   Owner's overriding a decision or recommendation of the Developer or requiring the Developer to implement a decision or recommendation with which Developer do not agree; or

(b)   the improper execution of the Developer's instructions by agents, employees or independent contractors of the Owner.

35. Accounting, Inspection and Auditing

35.1 The Developer 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 Owner or its designated representative or the Development Developer'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 Owner, if so required by the Owner as the case may be.

35.2   The Developer shall furnish the Owner such information relating to the Services as the Owner may from time-to-time reasonably request.

36. Developer's Actions Requiring Owner's Prior Approval

36.1   The Developer shall obtain the Owner'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.

36.2   Notwithstanding any approval under GCC Sub Clause 37.1(b), the Developer shall remain fully liable for the performance of Services by

the Sub-Developer and its Personnel and retain full responsibility for the Services.

37.	**Reporting Obligations**	37.1	The Developer shall submit to the Owner 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**.
38.	**Proprietary Rights on Documents Prepared by the Developer**	38.1	All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Developer for the Owner under this Contract shall become and remain the absolute property of the Owner, and the Developer shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory.
		38.2	The Developer may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Owner.
		38.3	Other restrictions about the future use of these documents and software, if any, shall be as specified in the PCC.
39.	**Proprietary Rights on Equipment & Materials Furnished by the Owner.**	39.1	Equipment, tools and materials made available to the Developer by the Owner, or purchased by the Developer wholly or partly with funds provided by the Owner, shall be the property of the Owner and shall be marked accordingly.
		39.2	Upon termination or expiration of this Contract, the Developer shall make available to the Owner an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Owner's instructions.
		39.3	During the possession of such equipment and materials, the Developer, unless otherwise instructed by the Owner in writing, shall insure them at the expense of the Owner in an amount equal to their full replacement value.

E.   Obligations of the Owner

40.	**Assistance and Exemptions**	41.1	The Owner shall use its best efforts to ensure that FSIBL shall:

(a)   provide the Developer, Sub-Developers and Personnel with documents as shall be necessary to enable the Developer, Sub-Developers or Personnel to perform the Services;

(b)   assist the Developer in obtaining necessary licenses and permits needed to carry out the Services; and

(c)   Provide to the Developer, Sub-Developers and Personnel any such other assistance as may be specified in the PCC.

41.	**Access to Land**	41.2	The Owner warrants that the Developer shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services.

42. Change in the Applicable Law Related to Taxes	42.1	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 Developer in performing the Services, then the amounts otherwise payable to the Developer 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.
43. Services, Facilities and Property	43.1	The Owner shall make available to the Developer, for the purposes of the Services, free of any charge, the services and facilities described in Appendix **5A** to the Contract at the times and in the manner specified.
	43.2	In case that such services, facilities and property shall not be made available to the Developer as specified in **Appendix 5** the Parties shall agree on:

    i.   any time extension that may be appropriate to grant to the Developer for the performance of the Services;

    ii.   the manner in which the Developer shall procure any such services and facilities from other sources, and

    iii.   The additional payments, if any, to be made to the Developer as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.

44. Payment	44.1	In consideration of the Services performed by the Developer under this Contract, the Owner shall make to the Developer such payments and in such manner as stated under GCC Clauses 48 to 55.
45. Counterpart Personnel	45.1	The Owner shall make available to the Developer free of charge such professional and support counterpart personnel, to be nominated by the Owner with the Developer's advice, if specified in **Appendix 5B** to the contract.

F. Time Control

55. Completion of Services	55.1	The Developer shall carry out the Services in accordance with the Programme submitted by the Developer, as updated with the approval of the Owner and complete them by the Intended Completion Date as stated under GCC Clause 20.1
56. Early Warning	56.1	If at any time during performance of the Contract, the Developer or its Sub-Developers 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 Developer shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Developer's notice, the Owner shall evaluate the situation, and the Developer shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
57. Extension of the Intended Completion Date	57.1	In the event the Developer is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner shall extend the Intended Completion Date if the reasons given by the Developer, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.

58. Progress Meetings	58.1	The Owner and the Developer 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.
	58.2	The Owner shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Developer for action.

G. Good Faith

59. 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.
60. 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.

H.   Termination and Settlement of Disputes

61. Termination for Default	63.1	The Owner or the Developer, 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 Developer 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 Owner may have subsequently approved in writing;

    (b)   If the Developer submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Developer knows to be false;

    (c)   If the Developer, in the judgment of the Owner, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;

    (d)   If the Owner 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 Developer may have subsequently approved in writing) following the receipt by the Owner of the Developer's notice specifying such breach.

64.	**Termination for Insolvency**	64.1	The Owner and the Developer may at any time terminate the Contract by giving notice to the other party if:

    (a)   the Owner becomes bankrupt or otherwise insolvent;

    (b)   the Developer becomes (or, if the Developer 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

65.	**Termination for Convenience**	65.1	The Owner, by notice sent to the Developer, 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 Owner's convenience, the extent to which performance of the Developer under the Contract is terminated, and the date upon which such termination becomes effective.

66.	**Termination because of Force Majeure**	66.1	The Owner and the Developer may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Developer 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.

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.

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 Developer'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, the Developer 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.
72. Payment upon Termination	72.1	Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Owner shall not be subject to make any payments to the Developer
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, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

74. Settlement of Disputes

74.1 **Amicable Settlement**

The Owner and the Developer 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 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO:
1.1 (c) **1.1 (f)**	The Developer is Contact Details
GCC 2.1	The assignment is to be completed in the following phases: Developer shall implement the entire system within (**Please Mention**) months from the date of contract. A detail system plan including requirement study report and system design must be completed within (**Please Mention**) months of inception. The software development, testing, debugging and finalization must be done within (**Please Mention**) months of inception. The Central Server Site, Disaster Recovery site, Data Center site and related connectivity for all Branches/Agencies with FSIBL Office in Dhaka must be established within (**Please Mention**) months of inception.
GCC 6.1(e)	The following additional documents shall form the part of the Contract: *[state the additional documents; if there are no other documents state 'none']*
GCC 8.1	Non eligible country is Israel.
GCC 11.1	The Member in Charge is: [insert name with designation]. *[If the Developer 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 Developer consists only of one entity, this Clause should be deleted from the PCC]*
GCC 12.1	The Authorized Representatives are: **For the Owner :** Attention : E-mail : **For the Developer :** Attention : Phone : E-mail :

GCC 20.1	The Developer shall commence carrying out the Services within (**Please Mention**) days of the Effective Date of the Contract.
GCC 21.1	The contract shall expire when both parties (Owner and Developer) agree to terminate the contract.
GCC 34.4(a)	The Developer is notified of such actions, claims, losses or damages not later than (**Please Mention**) months after conclusion of the Services.
GCC 34.4(b)	The ceiling on Developer's liability shall be limited to *[insert amount]* As specified in the Terms of Reference and the Contract.
GCC 39.3	The other restrictions about future use of documents and software are; "Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."
GCC 41.1(c)	Assistance for carrying out the Services to be provided by the Owner are; *[List here any other assistance to be provided by the Owner. If there is no such other assistance, then state 'none'].*
GCC 50.1	**The Contract Price is:** **The Financial Issue is to be settled according to the Financial Proposal.**
GCC 53.1	Owners shall be provided the <u>outputs</u> according to the following schedule: • **Inception Report:** The Inception Report will include Beneficiary Analysis, Hardware and Software requirements, expected design, modified work plan etc. • **Draft Final Report:** Draft Final Report will include Software design, launch, experience, Owner engagement, Data center establishment, Deployment of final system, Donner collection, Donner engagement etc. • **Final Report:** The Final Report will include Documents of coding, Final Software installation, training apps development, training, Donner engagement etc. • **User's Manual and Training.**
GCC 74.2(B)	The place of Arbitration is: Dhaka, Bangladesh.

Section 5. Proposal & Contract Forms

5A.   Technical Proposal

[Comments in brackets [ ] provide guidance to the short listed Developers for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

5A1   Technical Proposal Submission Form

5A2   Developer's Organization and Experience
    a.   Developer's/Consultant's Organization
    b.   Developer's/Consultant's Experience

5A3   Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Owner
    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: [*Name and address of Owner*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **DFS/ MFS** 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.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant, 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 ITD, 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 51.1 of the Proposal Data Sheet.

We also confirm that the Government of Bangladesh has not declared us, or any sub consultants 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 (ITD 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 Consultant's Organization and Experience

Developer's Organisation
[*Provide here a brief description (maximum two pages) of the background and organization of the Developer*]

Developer'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 Owner: 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 Developers, if any:	Nº of Staff-Months of Key professional staff provided by Joint Venture/Associated Developers:

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 Owner**

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 Owner according to Clause Reference 20.1(c) of the ITD 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 Developer 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 Owner), 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 Owner and other institutions involved in the project also should be provided.]

Form 5A5   Work Schedule

N°	Activity[1]	Months[2]												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

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

[2]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

i) Professional Staff				
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[1]													Total staff-month input[2]		
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field[2]	Total
1		*(home)*															
		(Field)															
2																	
3																	
n																	
												Total					

[1]For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
[2]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 Developer 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 developer attended, stating degrees obtained, and dates, and list any other specialised education of the developer].*		
7	OTHER TRAINING	*[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the developer].*		
8	LANGUAGES & DEGREE OF PROFICIENCY	Language Speaking	Reading	Writing
		e.g. Fluent *English*	*Excellent*	*Excellent*
9	COUNTRIES OF WORK EXPERIENCE			

10	EMPLOYMENT RECORD *[starting with position list in reverse order **every employment held and state the start and end dates of each employment**]*	*[The Developer should clearly distinguish whether as an "employee" of the firm or as a "Developer" or "Advisor" of the firm].* *[The Developer should clearly indicate the Position held and give a brief description of the duties in which the Developer 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 Owner immediately before the submission of this proposal, and (I i) 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 Developer*] continuously for the last (**Please Mention**) 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

[*Comments in brackets [   ] provide guidance to the short listed Developers 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 Developers. 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 Costs

5B4   Breakdown of Cost bearing (by Developer and Donor)

5B5   Description of Revenue Sharing

5C.   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 Owner]* (hereinafter called the "Owner") and, on the other hand, *[insert name of Developer]* (hereinafter called the "*Developer*").

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

WHEREAS

(a)   the Owner has requested the Developer to provide certain development services as defined in this Contract (hereinafter called the "Services");

(b)   the Developer, having represented to the Owner 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 Owner has received a credit/ loan/ grant from *[insert name of development Developer]* towards the cost of the services under this Contract, it being understood (i) that payments by the development Developer will be made only at the request of the Owner and upon approval by the development Developer, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development Developer and the Owner. *[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 6).
[***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 Developers
       Appendix 4:   Hours of Work for Personnel
       Appendix 5:   Duties of the Owner
       Appendix 6   Cost Estimates

2.   The mutual rights and obligations of the Owner and the Developer shall be as set forth in the Contract, in particular:

(a)   the Developer shall carry out the Services in accordance with the provisions of the Contract; and

(b)   The Owner shall make payments to the Developer 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 Owner]*

_____

[Authorized Representative]

For and on behalf of *[name of Developer]*

_____

[Authorized Representative]

[***Note***: *If the Developer 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 Developer

[name of member]

_____

[Authorized Representative]

[name of member]

_____

[Authorized Representative]

5D. Appendices

Appendix 1   Description of the Services

This Appendix will include the final **Terms of Reference** worked out by the Owner and the Developer during technical negotiations, dates for completion of various tasks, delivery of reports, documents, place of performance for different tasks, specific tasks to be approved by Owner, 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 Developers

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 Developers (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.*)

Developer's completion of assignment is linked with the delivery of certain outputs usually reports and important deliverables. The Owner needs to be satisfied with the out put of the Developer.

Key personnel shall work following the official working hours, holidays etc. of the Owner. In case of urgency, developer may be required to work beyond the official working hours of the Owner.

Appendix 5   Duties of the Owner

List under:

5A   Services, facilities and property to be made available to the Developer by the Owner.

5B   Professional and support counterpart personnel to be made available to the Developer by the Owner.

Appendix 6   Cost Estimates

List hereunder cost estimates:

A. System Development (including study, design, implementation etc.)
B. System Piloting (3-5 District including agent point)
C. Training

D. Acquisition of specified equipment and materials (including the establishment of data centre) to be paid for by the Developer or Owner (including transportation).

E. Deploying full system funded by Donor collected by the Developer.

Section 6. Terms of Reference

1.0 Background of the Project: (DFS/ MFS)

Brief description of the project with organization background.

2.0 General Requirements

    I.   Develop user friendly Mobile Apps. Overall content with proper tagging to make them screen reader friendly across all devices e.g. Smart Phone, TAB etc.
    II.   This app will be developed in order to use by Customers, Agent, Distributor, SR, Merchant and apps Admin.
    III.   To provide information to customer with minimum number of clicks in respect of transactions.
    IV.   Design and develop a multilingual (English and Bangla) interactive.
    V.   Design and develop with voice interaction e.g. voice command support (optional)
    VI.   Having some way for users to provide feedback on the mobile apps.
    VII.   Incorporate analytics into mobile app, to track and identify users experience and actions.
    VIII.   Delivery should be in the form of a published app in the respective market place and will be owned by and property of FSIBL.
    IX.   To make Mobile Apps download, accessible on platforms for Android and iOS with native environment and its associated devices across
    X.   No running cost for users in order to download, update and install for mobile apps.

3.0 Scope of work:

    I.   Functional Requirement Study, Development and Deploy mobile apps as per current business
    II.   Requirement.
    III.   To integrate with existing MFS systems and all existing e-commerce merchant and existing
    IV.   Services.
    V.   To ensure compliance of "Bangladesh Bank MFS/DFS Regulatory".
    VI.   Functional Requirement Documentation, App Design Documentation, Technical Documentation (DFD/ERD etc.), App deployment and installation guide, App Administration guide, Apps user manual (both for web and application) and App Standard Operational document (SOP) to be provided.
    VII.   Ensure maximum security in application installation, Network level security, traffic to be Encrypted using secured connectivity. This end to end process should be in technical proposal.
    VIII.   Apps Login and Transactional security through use of innovative technologies e.g. Biometric Authentication (i.e. figure impression, face detection etc.), OTP and two factor authentication.
    IX.   ln every transaction, system will check encrypted and decrypted data security system and capable to send instant notification at time of payment for both push and regular SMS.
    X.   Transactional history should be available in mobile apps for users. Last Number of transactional histories will be configurable by admin based on users i.e. Customers, Agent, Distributor, SR and Merchant who are allowed to do financial transaction through apps.
    XI.   After successful implantation of apps, business continuation plan, data backup policy, risk identification with mitigation should be available in technical proposal.
    XII.   Technical Specification of Server and deployment architecture must be mentioned in in technical proposal.
    XIII.   All services will be dynamic configurable in apps. For e.g. Any service that needs to incorporate in apps, that particular service will be added in apps by admin and that service will be integrated with core system through APl. This API will be provided from satellite application end and that API will be configurable by admin. After configurable, while apps will be loaded, it will be loaded all those newly added services.
    XIV.   List out all assumptions related to application loading and infrastructure (such as mobile specifications, internet bandwidth etc.) where response time is always < 30 seconds. This assumption and recovering plan must be in technical proposal.

XV.   Administrator should have access to control the services based on user type i.e. Customers, Agent, Distributor, DSR and Merchant and that should be available in

XVI.   Real time information via GPS availability only for merchant and google map integration with apps

XVII.   Bulk Push Notifications facility and real SMS facility in apps.

XVIII.   Implement one additional module in DFS/ MFS for an Easy to use, Secure and safe digital payment platform for a B2B & B2C, i.e. Business Affiliates/Retailers & Consumers such that they can transact easily for various business services in more transparent and secure manner possible, for the company called Nitol Motors Ltd. i.e. NML, sole Distributor of Tata Motors Ltd.

4.0 Functional Requirements of additional DFS/ MFS module for Nitol Motors Ltd. i.e. NML, sole Distributor of Tata Motors Ltd.

Payments for Goods and Services – B2C

4.1 Consumer can make digital payment (via Digital Wallet) to business for Goods & Services.

4.2 Business services such as - Payment for Vehicle Service Charges OR payment for Parts Purchased.

4.3 Each Business Services has different information field. (Ex – Car Repair Service will have Job Card ID field)

4.4 Customer can receive a SMS link or In APP notification for payment or customer can also make payment via Service or Job Card IDs.

4.5 Customer will enter/select J. Card data and complete the Transaction.

4.6 Customer will receive Confirmation in SMS and at backend receipt PDF format will also store at database.

4.7 Customers can buy Vehicles, using the same Wallet, for payment of Booking Money, Down Payment etc.

Business to Retailers/Mechanics Payments – B2B

4.8 From Corporate Wallet, Business can make payment to multiple Retailers/Mechanics, in their respective wallets, on account of, say, Special or Regular Commission.

4.9 The above facility requires Bulk Payment Functionality.

4.10   Retailer linked with the Business house can pay for the Goods they purchase, using the same Digital Wallet.

Payments to NML by Credit Customer – B2C

4.11   Customer can pay their monthly EMI using Digital Wallet, designed, specially, for NML, for Vehicles taken on Credit, using the same Wallet, where his reference ID can be Loan File Number.

4.12   Customer can select Reference ID and their respective due amount will be visible.

4.13   Customer can also see Due amount, Pre-Populated in his mobile APP.

4.14   Customer will pay the amount via Wallet.

4.15   Customer will receive SMS confirmation.

4.16   A receipt in PDF format will also get stored at the backend.

4.17   Detailed Reporting for Reconciliation purposes.

Reporting

4.18   Various Reporting will require for Reconciliation with Banks and other third parties.

4.19   Some Reports are as follows:

    4.19.1   Daily Transaction Report - EMI

    4.19.2   Service Transaction Report – Service & Parts purchase

    4.19.3   Collection of Booking Money, DP etc.

    4.19.4   Failed Transaction report

    4.19.5   Daily/Weekly/Monthly Collection report

    4.19.6   Bank Reconciliation to be done, using Digital method, at the day end

Customer Enrollment

4.20 All customers should have NID and Registered mobile number. Based on that Digital Wallet can be used or created.

4.21 A Govt. NID will be required for creating a Wallet in the platform.

Tech details linked – Assumptions

1.Banking API availability.

2.Payment gateway Availability.

3.Customer Loan & EMI Information API availability.

4.Customer EKYC API availability (if needed, we have to validate Govt. ID with some Govt. systems)

Summary on Money Transaction Forecast:

1.Money is given to NML by Customers to buy Vehicles (Monthly Tk.45 Crore payment)

2.Money in the form of EMI is given to NML by the Credit Customers, for vehicles bought on Credit (Monthly Tk.130.00 Crore for EMI).

3.Money is given to NML by Customers to buy Parts and Services for Tata Vehicles (Monthly Tk.9.00 Crore).

4.Payment made by Parts Retailer to buy Parts from NML (Monthly Tk.14.00 Crore)

So Overall Tk.198.00 Crore may role through the Digital Wallet. We may Assume that approximately 0.80% of Commission on Tk.198.00 Crore can be charged on monthly basis, to NML for providing the Digital service.

Transaction data for Digital Payment process:

Number of Operating Division Files =46000

Number of Money Receipt happens in a month = 38000, that fetches Tk.130.00 Crore (Approx) EMI

New Vehicle Sales linked # of Money Receipt/Month = 4500, that brings Tk.45.00 Crore (Approx) Inflow

# of Vehicles that enters into the Service Centers 12000 to 14000. We get Inflow of Tk.9.00 Crore in the form of Service Bill/Month. So # of Bill s will 12000 to 14000 /Month.

# of Retailers Billed in a month will be Approx 600. Per Retailers, there will be 4 Transactions in a month. So there will be 600x4 = 2400 Bill per Retailers/month; this will give us inflow of Tk.14.00 crore /month.

5.0 Core Business and Required Services in mobile apps and web panel:

SL	Module	Services
1.	Software	WAP/SMS/Web Browser
2.		Android
3.		iPhone/iOS
4.		Windows/JAVA (J2ME)
5.		Commination Module: GSM / CDMA
6.		USSD for MFS
7.		Web services/XML over HTTP/HTTPS
8.		Socket connection
9.		SFTP, etc.
10.		Any other platforms as per the latest technologies
11.		Message format ISO 8583 /ISO20022
12.	Admin Portal Features	Manage Access Control of all type of user including (Customer, Distributor, Merchant, DSR and Administrator)
13.		Manager feature and services available in all the apps
14.		Monitor Transactions and Activity of all the users including Customer, Distributor, Merchant, DSR and Administrator
15.		Monitor Alarm, Notifications, Processes of entire system
16.		Campaign and Promotion Management
17.		Distribution Channel Management
18.		School Payment Management System
19.		Provision to assign specific rights / privileges to platform administrators for secure and restricted access
20.		Provision to create different user groups with different sets of rights and permission
21.		Administrator Web portal capability for: -
22.		Search customer record /Approving user creation/ Register and De-register users for mobile banking application /Terminate the users /Maintenance of activation requests etc.
23.		The web portal support to work on maker and checker concept for any addition, deletion, modification request made by the authorized users

24.		Provision for settling limits for each user/ group. The limits include per day/ week/ month/ year limit, maximum and minimum amount per transaction depending on the type of transactions.
25.		Provision to generate report for transactions monthly / quarterly / half-yearly /yearly
26.		Transactions per second TPS
27.		Number of success transaction
28.		Number of status unknown transaction
29.		Number of failed transactions with response code
30.		Status of original and Verification requests for a given transaction
31.		Business decline transactions for the day/month/year
32.		Technical decline transactions for the day/month/year
33.		No of Reversal Processed (Debit & Credit)
34.		No of Registration Done for the day/month/year
35.		Profiling, Simulation and Debugging of MFS Scenario in production by configuring at User Level and/or Service Level
36.		E money creation against GL balance
37.	API Integration / Middleware Features/Module	API to integrate with existing services.
38.		Registration in mobile apps.
39.		Integrate with different devices including ATM, POS
40.		Integrate with Different online merchant payment System/Ticket Boking System/ E-commerce Platform.
41.		Utility Bill Payment & Credit Card Bill Payment
42.		Integrate with Core banking System to refill, withdraw and transfer money and any other needed/required.
43.		API to integrate with e-commerce platform
44.		FSIBL CLOUD/Internet Banking/
45.		Interoperability (Bangladesh Bank)
46.		SMS Gateway
47.		E-KYC Solution
48.		Toll Collection module
49.		**Fee payments/Education payment system:** Student database create/update, New student create, Student active-inactive-delete, Fees profile create/ update, Category Wise Annual, Payment Report, Category Wise Collection Report, Fees Collection Report, Month Wise Annual Collection Report, Monthly Fees Status, Student Yearly Fee Info, Payment Request Log, Reverse Transaction, Transaction, Archive Transaction, Fees Profile Mismatch, Paid unpaid list, and any other necessary features for smooth business operation.
50.	Customer App/Web Features	Signup/ registration from App/Web
51.		Login/Authentication of secured app
52.		Authentication Management including Change PIN, OTP etc
53.		Add Money from Bank
54.		Add Money from Card
55.		Cash In (Refill)
56.		Cash out (Withdraw)
57.		Educational/School Fees Payment
58.		P2P (Customer to customer Fund Transfer)
59.		P2B (Customer to Business and Merchant payment)
60.		G2P (Government to Customer payment, disbursement of grants, stipends etc.)
61.		Fund transfer to Any Bank Account using CBS integration
62.		Request Money
63.		Credit Card Bill Payment
64.		Utility Bill Payment: Bill presentment and payment services through Bill Aggregators. ▪ Bill and fee information will be fetch from the partners' database. ▪ Transactions will be reflected in real time on CBS and the partner's database.

		▪ Tie-up with third party service providers for Utility bill payment/m-commerce/value added services
65.		Integration with any other specified Regulatory / Statutory bodies for data submission and monitoring
66.		Third party account transfer within Bank.
67.		Cheque Book Requisitioning
68.		Card requisition
69.		Card PIN requisition
70.		Mobile Top up
71.		Foreign Remittance withdrawal
72.		Balance check and Mini Statement/Account Statement Download option.
73.		Merchant payment/any payment with QR code/without QR code
74.	Support/ Request Service	Reminders on schedule bill payments
75.		View Live transaction from admin panel
76.	Distributor App	Login/Authentication of secured app
77.		Change PIN
78.		Reset PIN
79.		Deposit to Agent Withdrawal from Agent
80.		Manage Limit of DSR
81.		Cash In (refill from Bank Account)
82.		Cash Out (withdraw to Bank Account)
83.		Check Balance of Own and DSR
84.		Mini Statement of OWN and DSR
85.		Device Binding Login Allowed only through single device.
86.	DSR App	Login/Authentication of secured app
87.		Change PIN
88.		Reset PIN
89.		Deposit to Agent
90.		Withdrawal from Agent
91.		Check Limit
92.		Check Transaction History
93.		Check Agent balance
94.		Device Binding: Login allowed only through single device.
95.	Agent App	Login/Authentication of secured app
96.		Change PIN
97.		Reset PIN
98.		Deposit to Customer (Cash In)
99.		Withdrawal from Customer (Cash Out)
100		Top Up
101		Merchant payment and remittance withdrawal as per Bangladesh Bank DFS/ MFS rules.
102		Bill payment
103		Merchant payment and remittance withdrawal as per Bangladesh Bank DFS/ MFS rules.
104		School Fees Payment
105		Check Transaction History
106		Check Balance
107		Digital Money Requisition: B2B to DSO
108		Device Binding: Login allowed only through single device.
109	Merchant App	
110		Change PIN
111		Reset PIN
112		Cash Out (withdraw to Bank Account)
113		Top Up

114		Bill Collection
115		Reversal of Payment
116		Bill Payment
117		Check Transaction History
118		Check Balance
119		Salary Disbursement
120		Device Binding: Login allowed only through single device.
121	Fraud Management	Various reporting as per business. It should be static and dynamic as well.
122		Blacklisting / Whitelisting
123		Suspend, Lock/Unlock
124	Various MIS Report	Report as per Bangladesh Bank requirement (i.e:RIT and etc)
125		Dynamic Admin Reporting
126		Registration report
127		login/logout information
128		Wallet Report with balance/without balance/Summary
129		KYC Creation/Update/Verification/Pending Report
130		Account Statement
131		Customer status report
132		Distribution Channel Performance
133		Service wise transaction report
134		Distributor Commission Statement
135		Agent Commission Report
136		User, Agent Merchant Acquisition
137		School wise Tuition Fees Report
138		Tuition Fee Payment report
139		TopUp Transaction report
140		Daily Affairs / Income Statement
141		E-Cash Details Report, Marchant wise transaction report
142		Transaction wise report (with various filters such as type of transaction / Mode of transaction / Amount wise / Branch wise / Group wise / Financial / Non-Financial)
143		Provision to download reports in standard formats namely txt, xls, csv, xml, pdf, etc.
144	USSD	• **USSD Service:** Access USSD for Customer, Agent, Distributor & DSO with all mobile operators of Bangladesh • System User Login • Login to portal as system user • Update Profile (self) • Update own profile
145	**Content based services**	Agent locator integrated with Open Source in app Maps
146		New Product/Service information (Configurable)
147	**Personalization**	Application support for customer preferred language
148		Personalization Application support for Theme/ skin personalization (Them and font changed only admin)
149		Customer personalized default beneficiary list
150		Color coding for debit and credit figures in statement
151		Auto up-gradation of the Application as per OS version
152		Recharge using phone book numbers
153		Application capability to be refreshed to fetch details of payees, billers account information, etc.
154	**Registration and Download activity of mobile banking application**	Registration Method: APP, Web portal, SMS Request, USSD , Registration from Apps and Marchant Point., Agent Registration, SR Registration.
155		**Distributor:** Agent Registration, SR Registration, SR management, Cash in to Agent wallet, Cash out from Agent wallet
156		Download URL sent in the SMS for successful registration

157		Google Play Store for Android/App Store for IOS (Apple)
158		Referral by active Mobile banking users
159		Multi-factor authentication (PIN/OTP etc.). Minimum Two factor authentication
160		One of the factors of Authentication shall be mPin or higher
161		Where mPin is used, end-to-end encryption of mPin is mandated
162		Data transmission with end to end encryption (Standard encryption algorithms like 3DES, AES, RSA, PKI scheme, with minimum encryption strength of 256 bit)
163		Platform support for SSL transactions and external certifying authority
164		Support to store data in the platform database in encrypted format
165		Application-level encryption should be facilitated over the network and transport layer encryption to maximum extent possible.
166		Ability to lock the application due to multiple incorrect MPIN/APIN attempts, remotely block access, with auto activation after 24 hours for accounts locked due to three incorrect attempts
167		Terminate mobile Financial service session and automatic log off application after lapse of defined period of inactivity(configurable) or when customer presses the back button twice and application should prompt "please press back button to exit"
168		Auto blocking/locking of account upon reaching maximum limit of defined transactions
169		Audit trails and logging features available in Application server, Web server and Database
170		MPIN for securing financial transactions (In case the customer forgot the MPIN, it should be generated online using ATM authentication)
171		Security alert on registered mobile number on account of excessive activity in the account
172	**Security**	Cross-border inward and outward transfer are prohibited
173		NID Verification from Govt. Server and Store Customer Selfie for future reference.
174		Compliance of web portal with OWASP (Open Web Application Security Project) standards/guidelines.
175		**Secure encrypted storage in mobile:** Data shall be stored in encrypted format inside the storage of mobile for security. Local Database Encryption (LDE) technology shall be used.
176		Secure key storage in mobile: The keys shall be securely stored in mobile using WhiteBox Cryptography (WBC) technology.
177		Rooted device check
178		Device fingerprinting
179		Transaction PIN
180		Token-based secure payment to any merchant site from any browser
181		(Re/De)-Tokenization
182		Cryptogram validation
183		Supports ISO 8583
184		Support secure online payment through encoded EMV data
185		Secure encrypted communication with mobile wallet
186		Digital key generation for HCE security
187		Replacement of digital keys for HCE security
188		Fraud management for PIN, crypto, token validation
189		Supports crypto operations through HSM
190		Certificate generation and profile management
191		EMV compliant NFC payment
192		EMVco specified QR code
193		EMV compliant NFC payment: Shall be compatible with EMV standard POS machines for contactless payments.
194	Compatibility	EMVco specified QR code: Shall follow EMVco standard QR code generation for both consumer device and merchant device.
195		Bangla QR: Shall follow the Bangla QR specification provided by Bangladesh Bank.

196.		No. of concurrent users the platform can support and handle requests per second
197.		Total time for a typical fund transfer transaction execution
198.		Restart or recovery process inbuilt in the application in the event of transaction or process failure
199.		Control features within the application to ensure integrity of data (input and update, maintained totals, audit trails, error reports, etc.)
200.		Support available for load balancing circumstances
201.		Application scalability to meet the future up gradations to and all new handset/ platform coming in the industry
202.	**Scalability and Availability**	Application support to work on 2G/3G/4G/5G environment / platform
203.		Application capability to work on encrypted/non- encrypted mode as per the requirement of the Bank
204.		Application platform support for native, hybrid-web, hybrid combination (hybrid with additional native UI and code capability) and mobile web app
205.		Block stolen handset number
206.		Change mobile number / handset
207.		Application should support simulator environment for testing of new features across all devices and respective OS
208.		Capability of the proposed solution to push notifications regarding new changes over the air without frequent uploading on App store of various platforms
209.	**Statutory and regulatory requirements / enhancements**	Ability of the solution offered to comply with all the Operative Guidelines for Mobile Financial service in Bangladesh issued by Bangladesh Bank and any other regulatory body with any further guidelines and mandates issued for Mobile Banking Transactions
210.		Ability to propose a version update plan with new enhanced features with scheduled timelines of deployment
211.		Mandatory compliance of the mobile financial service software with the PA-DSS guidelines/standards
212.		The proposed mobile financial service solution should offer protection against the following specified risks: -
213.		Protecting customer's sensitive information from exposure to unintended third parties
214.		Preventing identity impersonation from lost or stolen mobile devices or device credentials
215.		Preventing account takeover or identity impersonation from credentials harvested via key loggers or other malware
216.		Prevent money laundering from the use of compromised accounts
217.	**Standard for Mobile Financial Service solution**	The mobile financial service solution should comply with the security principles and practices for authentication of Mobile financial service transactions as stated by The Bangladesh Bank.
218.		Capability of the Application to read SIM serial no. and IMEI (International Mobile Equipment Identity) number
219.		Blacklisting/Blocking of older versions of the Application on the back end, if there is a security breach
220.		Security logging where all security events that happen inside the application should be logged and sent to the back-end server
221.		Mobile financial service system/setup should be capable to record every type of transaction done by the customer with complete detail (Like user id, mobile number, financial transaction details, non-financial detail like balance inquiry, Statements, etc.) Vendor should maintain the call detail at least for the last one year
222.		Mobile Banking Application should be registered on such device in which registered mobile number is used after reading the Serial Number of SIM
223.		Branding, positioning and persuasion
224.		Home screen / Layout and landing screens
225.	Compliance To Usability Audit - Best Design Practices to Benchmark/User Experience	Navigation
226.		Information architecture
227.		Graphics and Animation / Text
228.		System User Dialogue and Forms
229.		Accessibility /Task efficiency /Language

230		The Bidder must be migrate our existing data from Sure cash solution to new application.
231	**Existing Data Migration**	The Bidder must be provide us data migration process plan.
232		The bidder must Submit data flow diagram according to submitted process plan.
233	**Hardware Requirement**	The bidder must be mention hardware specification to deploy the DFS (Digital financial service Solution)
234		
235	**Digital Banking Features**	**Account Opening** • CASA Account opening by eKYC • eWallet/MFS account opening • Fixed deposit and special savings scheme opening • Pocket savings opening • Account opening from agent points from agent app • Fund Transfer and Money Movement • Fund transfer (RTGS, NPSB Internet banking) • Add bank account, Debit Card, Credit Card • Cash in (from other bank account and own bank account, agent points and branches) • Cash out (from ATM, branches and agent points) • Merchant payment, Payment services • Mobile Recharge • Utility bills • Tuition Fee
236		**Digital Lending** • Credit scoring for users • Digital loans and Overdraft • Digital underwriting • Credit card underwriting
237		**Cards Services** • Card issuance (Debit and Credit) • Card activation from app • Card linkage with app • Card usage break up • PIN Reset
238	**Finance Operations Portal (Part of System Portal)**	• E-Money Creation: Create digital money against bank deposit • E-Money Destroy : Redeem digital money from system • Lifting: Approve digital money to user against cash deposit • Refund: Approve cash to user against digital money • View Accounting Reports: View reports in accounting format • View Financial Reports: View reports in financial format
239	Call Center Portal	• View User Profile: View profile of calling customer • Suspend User: Suspend a customer account for security purpose • Resume Request: Resume request a previously suspended customer • Send Authentication Code (Forgot PIN): Send code needed by customer to reset PIN • View Transaction History: Check history of previous transactions • Limit: View user transaction limit • Charges: View user transaction charges • Resend SMS for Transaction: Resend SMS for any successful transaction • View User Account History: Check previous transaction history or other operations of customer account • Push Notification: Send notification to user apps
240	Distributor Portal	• E-Money Lifting: Provide e-money to user against cash deposit • E-Money Refund: Provide cash to user against e-money • Create Operator: Create a user to login and operate the Distributor portal • Create DSO: Register a new DSO • Create Agent: Register a new Agent • View Notifications: View notifications sent to distributor or merchant

		• View/Update Profile: View and update profile of distributor or merchant

5.0 Project Management Scope:

Selected Developer must also provide and follow the approved work plan of the application in terms of Standard Software Development Life Cycle (SDLC).

6.0 Software Requirement Study

Requirements finalization is the first milestone of this assignment. The selected Developer needs to go through the attached User Requirement Specification (URS) document as primary guideline of this project. Developer will need to carryout detailed system study to find out actual requirements of the software. Developer needs to prepare detailed final URS and submit the document for approval. Software Requirements Specification (SRS) to be prepared based on the approved URS. However, further requirements/ suggestions that would come during feedback collection process through demonstration of UAT and beta version of the application to different stakeholders should be accommodated.

6.1 System Analysis and Design

Based on the approved URS, Developer needs to prepare detailed standard Software Requirement Specification (SRS) document and submit the document for approval, a simulated demo for the software to be conducted and user feedback to be collected and accommodated in the SRS. During system design phase, Software Design Document (SDD) must be prepared based on the approved SRS

- SRS document should follow standard SRS format with below recommended sections:
- Identified components and features
- Process flow diagram
- Description of process, detailed functional requirements of individual feature
- Use Cases

SDD should contain
- Design overview
- User Interface design
- Description of UI and requirements
- Objects and action
- Data flow diagram
- NID Integration
- Payment Gateway Integration

6.2 Software Development

Based on the approved SDD Developer must initiate development of the application along with standard code level documentation. Purpose of the code level document is to ensure understanding and portability of source code. Documentation of code, header of each file, algorithms, interfaces, and APIs should be supplied with proper description.

Developer should perform all sorts of testing based on the standard testing methodology like white and black box. Testing to be carried out rigorously throughout the life cycle of the software development. Unit and other code or development level test must be performed with proper test plan documentation and report.

Developer should also prepare test cases for each functionality that each module offers according to the SRS and submit their test result and test case list before UAT.

Developer must organize application level load, stress test and should submit application capacity report in terms of usage load. Test case document should prepare and submit before performing UAT. Test cases should follow standard test case template; a sample test case template is given below.

6.3 Integration and Testing

After successfully completion software development phase, all the developed components, modules, third party extensions and other relevant tools will be integrated. The interoperability features and functions have to be implemented at this stage and needs to be tested with the external applications. Finally, the integrated system has to be tested again before placing it for hosting. Different kinds of tests may be conducted here like integration testing, component interface testing, system testing etc.

The Developer shall conduct acceptance testing with the designated FSIBL staffs and remediate any problems encountered. This will include:

1. Usability testing:
This will be a user-friendliness check. The application flow is tested and checked if users understand the application easily. The system navigation is checked during this testing.

2. Functional testing:
During the functional test, actual process, and all key services rendered by the system is mocked up end to end to see if the system stores data and generate reports properly.

3. User acceptance testing:
Normally this type of testing is done to verify if system meets the customer specified requirements. Designated FSIBL staffs will do this testing to determine whether to accept the application.

4. Load testing:
Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.

5. Recovery testing:
One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.

6. Security testing:
It is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any time of attacks such as SQL injection attack, XSS attacks, etc. This will be done by using threat detection and vulnerability scanner software. The firm shall conduct it security testing using agreed industry software and provide the Owners with the results and actions to be taken to remediate any vulnerabilities. For the implementation phase, the firm must also evaluate options for the use of WAF (web application firewall) to reduce security risks such as SQL injection and cross scripting.

7. User Acceptance Testing
The applicant must submit the UAT plan in their proposal. After developing the system, the user must conduct an extensive UAT and has to provide a feedback report.

At this stage the system will be released for User Acceptance Test (UAT), which will be tested by some selected users. Based on UAT report/ feedback the Developer will review the system, incorporate all feedback and make sure that all the requirements and specification of the proposed system are met. If any

further modification is required, the Developer will take necessary steps to update the system. The User Acceptance Testing phase also includes alpha testing, beta testing, application testing or end user testing, chemical tests, physical tests, or performance test etc. Then the system will be ready for final release.

A Developer tested application must be hosted in UAT environment and should be tested under close supervision of Developer by FSIBL personnel. FSIBL personnel will test the application based on approved test case list. Developer must take full responsibility of fixing and delivering any issue identified during UAT operation.

8.   Bid Security

The bidder shall furnish as bid security of **2.50%** of the total financial offer in the form of Payment Order / Demand Draft in favor of First Security Islami Bank Limited. The bid security must be submitted inside the financial proposal. The bid security should be valid for 3 (Three) months after the date of bid opening. Any bid not accompanied by an acceptable bid security shall be rejected as non-responsive even if that bid is found technically responsive during technical evaluation. The bid security of unsuccessful bidders will be returned after selection of the successful vendor. The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security. The bid security may be forfeited if (a) the bidder withdraws its bid during the period of bid validity specified in the bid form; (b) if a successful bidder fails to sign the contract and (c) if a successful bidder fails to furnish the performance security.

9.   Performance Security

Within 15 days of receipt of award from the Bank, the successful bidder shall furnish to the Bank a performance security in the form of 'Bank Guarantee' in an amount of 10% total project value of Contract price in accordance with the Conditions of Contract. The performance security must be valid for at least 6 (Six) months. This performance security will be kept until the date of issue of Performance Certificate. The bid security will be returned after receiving the performance security. Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the termination of the award and forfeiture of the bid security. The performance security will be returned after successful completion of the project. If the project is not completed within the validity time of the performance security, the bidder must submit a new performance security from a schedule bank with a validity period of at least 6 months.

10.   SLA: (Service level Agreement)

Please mention Service Level Agreement term and condition after warranty period.

11.   Financial Proposal
a)   Price Schedule for the Items
         To be quoted in Bangladesh Taka including Tax & VAT.

SL	Description of Items	Qty.	Unit price	Total rice	*AMC (0/0)*
DFS/MFS Service					
	Establishment of Digital / Mobile Financial Service				

Total price in words: --only

Payment Terms

• 50% will be paid at the time of the work order but the bidder will have to pay the same amount of BG.

• The remaining 50% will be paid after successful completion and handover the project.

• BG will be refund upon successful completion of the project.

- If the project is not completed within the Time frame the bank will deduct 2% per month of total bill.

PRESCRIBED FORM FOR BIDDER'S PROFILE

1. **Introduction** [Brief introduction of the firm with contact information such as Address telephone no, fax no etc.]

2. **Structure of the Organization** [Hierarchical organization of the firm]

3. **Registration Certificates** [Firm registration information such as incorporation Date, copy of trade license etc.

4. **Import-export Permit** [Import, export permit document copy]

5. **Shareholders Information**

6. **Background of Major Shareholders**

7. **Number of Employees** [Department wise]

8. **Main Business & Services** [Details of main business and services rendered]

9. **The Product** [Details of products supply such as name, short description of Product, and distributorship license from the principal, how long the products are being supplied]

10. **Support Centers**

11. **Credit Record**

12. **Financial Information**

13. **Industrial Comparison**

14. **Technical Support Team** [Details CV of each member of the technical support Team]

15. **List of Clients** [List of relevant clients with contact information and products supplied]

16. **Certificate from relevant clients for successful implementation**

17. **Special Certificates achieved**

Any other information feels necessary to be provided along with the firm profile.

SIGNATURE OF THE KEY PERSON WITH DATE

FULL NAME _____

NAME OF THE COMPANY_____

COMPANY SEAL _____

LETTER TO AUTHORIZE PERSON IN CHARGE

We undersigned hereby authorize _____ (name of the Authorize person) to act on our behalf in all manners relating to bidding tender of First Security Islami Bank for authorization, signing and all other activities. Any acts carried out by _____ (name of the Authorize person) on our behalf shall have the same effect as acts of our own.

This authorization is valid until further written notice from _____ (Tender biding date)

Authorized Holders Information	
Full Name: Designation: Company ID No: Name of the Company:	Signature of the Authorized Holder: Seal(Company/Official)

Thank you

Sincerely,

SIGNATURE OF THE KEY PERSON WITH DATE

FULL NAME _____

POSITION_____

NAME OF THE COMPANY_____

COMPANY SEAL _____

FORM OF TECHNICAL PROPOSAL

Name of Contract:

First Security Islami Bank Ltd.
ICT Division, Head Office
Plot 12, Block A
Main Road, Bashundhara R/A
Dhaka-1229

Dear Sir,

We have examined the whole bidding documents thoroughly including the addenda. We have understood and checked these documents and have not found any errors in them. We accordingly offer to supply, install, test, commission, and all other related works in conformity with these documents and the enclosed proposal for the products and the system.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our technical proposal and duly noting all amendments and additions thereto, and noting omissions there from that you may require, and to submit a supplementary price proposal if the amendments, additions and omissions that you require would alter our price proposal as submitted with our bid.

Thanking you.

Yours faithfully,

Signature & Seal
(In the capacity of duly authorized to sign bids for and on behalf of)

Address

Date -------------------------------------

FORM OF FINANCIAL PROPOSAL

Name of Contract:

VP & Head of ICT Division
First Security Islami Bank Ltd.
ICT Division, Head Office
Plot 12, Block A
Main Road, Bashundhara R/A
Dhaka-1229

Dear Sir,

We have examined the whole bidding documents. We have understood and checked these documents and have not found any errors in them. We accordingly offer to supply, install, test, and commission system and all other related works in conformity with these documents and the enclosed proposal. The following price apply to our Tender:

The Tender Price is:	**Taka** *[state amount in figures]* **and** **Taka** *[state amount in words]*

We agree to abide by this Bid until -------------------- and it shall remain bidding upon us and may be accepted at any time before that date. If our Bid is accepted, we will provide the specified performance security, commence the works as soon as reasonably possible after receiving the

Bank's notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the bidding document.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award or work order shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you.
Yours faithfully,

Signature & Seal
(In the capacity of duly authorized to sign bids for and on behalf of)

Address

Date -------------------------------------

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

VP & Head of ICT
First Security Islami Bank Ltd.
ICT Division, Head Office
Plot 12, Block A
Main Road, Bashundhara R/A
Dhaka-1229

WHEREAS_____ [name and address of Supplier] (hereinafter called "the Supplier" has undertaken to **supply, install, test & commission [item names]**
        (Hereinafter called "the Contract ");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

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

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Performance Certificate.

Name and Designation of the Guarantor: _____
Signature and Seal of the Guarantor: _____
Name of the Bank: _____

BANK GUARANTEE FOR ADVANCE PAYMENT

TO:
First Security Islami Bank Ltd.
ICT Division, Head Office
Plot 12, Block A
Main Road, Bashundhara R/A
Dhaka-1229

Bank Guarantee No.	-----------------
Amount	-------------------
Issue Date	-------------------

Name of Contract:

Gentlemen,

In accordance with the provisions of the condition of Contract, Clause No -------- ("Advance Payment") of the above -mentioned Contract, ---------------------------- (hereinafter called "the supplier") shall deposit with First Security Islami Bank Limited a bank guarantee for the proper and faithful performance under the said Clause of the Contract in amount of Tk. --------------- (Taka ------------------only).

We, -- Bangladesh, as instructed by the supplier, agree unconditionally and irrevocable to guarantee as primary obligator and not as Surety merely, the payment to the First Security Islami Bank Limited, on first demand without whatsoever right of objection on our part and without its first claim to the supplier, in the amount not exceeding Tk. -----------(Taka ---------------------only), such amount to be reduced periodically by the amount recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or the Works to be performed there under or of any of the Contract documents which may be made between First Security Islami Bank Limited and the supplier shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid and in full effect from the date of the advance payment under the contract until First Security Islami Bank Limited receives full repayment of the same amount from the supplier but not later than ------/---/---.

End of RFP