GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Request for Proposal (SRFP) (National)
For Selection of IT Service Provider (Firm) for
'Transport Clearing House Operation & Maintenance'

(Complex Time Based – For value above BDT 1 Crore)

Ministry of Road Transport & Bridges
Road Transport & Highways Division
Dhaka Transport Co-ordination Authority (DTCA)
Room No.: 1317, Nagar Bhabhan, 12th Floor, 5, Phoenix Road, Fulbaria, Dhaka-1000.

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Notes on Update: PS8 (August 2021)

This update (August 2021) of SRFP PS8 incorporates the provision of submission of Performance Security (PS) by the successful IT Service Provider (Firm) prior to signing of Contract, in the relevant Clauses of ITC, PDS, GCC and Appendix 8, pursuant to Section 62(2) of the Public Procurement Act, 2006 (PPA 2006) and Rules 27(10) and 125(2) of the Public Procurement Rules, 2008 (PPR 2008).

Guidance Notes on the Use of the Standard Request for Proposal

These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation, using this Standard Request for Proposal (SRFP), for procurement of Intellectual and Professional Services having estimated cost above BDT 1 Crore. The Procuring Entity should also refer to the Public Procurement Act, 2006 (Act No 24 of 2006), and the Public Procurement Rules 2008, issued to supplement the act available on CPTU's website: http://www.cptu.gov.bd/ including amendments thereto. All concerned are advised to refer to the aforementioned Act and Rules in particular **Section 37-38 and Rule 103-126** respectively, while participating in any selection process of IT Service Provider (Firm)s.

The use of SRFP (**PS8**) applies when a short-listing process following Expressions of Interest has taken place and the short-listed Applicants are invited to submit a Proposal. This document shall be used when a Procuring Entity **(the Client)** wishes to select an Applicant **(IT Service Provider (Firm))** for assignments for which remuneration is being determined on the basis of the time actually spent by the IT Service Provider (Firm) in carrying out the Services.

Time-based contracts are recommended when the Scope of the Services cannot be established with sufficient precision, or the duration and quantity of services depends on variables that are beyond the control of the IT Service Provider (Firm), or the output required of the IT Service Provider (Firm)s is difficult to assess. This type of contract requires the Client to closely supervise IT Service Provider (Firm)s and to be involved in the daily execution of the assignment.

SRFP (**PS8**) is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Bangladesh. SRFP (**PS8**) has 6 Sections, of which Section 1 (Instruction to IT Service Provider (Firm)s) and Section 3 (General Conditions of Contract) must not be altered or modified under any circumstances.

The Client addresses its specific needs through the information provided in the **Proposal Data Sheet (PDS)** and the **Particular Conditions of Contract (PCC)** as well as in the detailed requirements of the procurement in the **Terms of Reference (TOR)**.

Guidance notes in brackets and italics are provided for both the Client and the IT Service Provider (Firm)s and, as such the Client should carefully decide what notes need to remain and what other guidance notes might be required to assist the IT Service Provider (Firm)s in preparing its Proposal Submission; so as to minimise the inept selection process.

SRFP (**PS8**), when properly completed will provide all the information that a IT Service Provider (Firm) needs in order to prepare and submit a Proposal. This should provide a sound basis on which a Client can fairly, transparently and accurately carry out an evaluation process on the proposals submitted by the IT Service Provider (Firm)s.

SRFP (PS8) duly tailored may also be used for the purpose of Single Source Selection Method.

The following briefly describes the Sections of the SRFP (**PS8**) and how a Client should use these when preparing a particular Request for Proposal.

Section 1.	**Instructions to IT Service Provider (Firm)s (ITC)**
	This Section provides relevant information to help IT Service Provider (Firm)s prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contract. The Instruction to IT Service Provider (Firm)s (ITC) specifies the instructions and procedures that govern the selection process. This Section also contains the criteria to be used by the Client to determine the lowest evaluated Proposal and the qualifications of the IT Service Provider (Firm)s to perform the Contract. The Instructions to IT Service Provider (Firm)s are therefore not a part of the Contract. **The text of the clauses in this section shall not be modified.**

Section 2.	**Proposal Data Sheet (PDS)**
	This Section provides the information that is specific to each object of procurement and that supplements the information or requirements included in Section 1: Instructions to IT Service Provider (Firm)s. The Client shall specify in the PDS only the information that the ITC instructs to be specified in the PDS. To facilitate the preparation of the PDS, its Clause Numbers are

numbered with the same numbers of the corresponding ITC Clauses.

The text of the clauses in this section have been modified by the client. The IT Service Provider (Firm) will not modify it.

Section 3. **General Conditions of Contract (GCC)**

The Section provides the General Conditions of Contract that will apply to the Contract for which this SRFP is issued. The GCC clearly identifies the provisions that may normally need to be specified for a particular selection process and need to be addressed through the PCC.

The text of the clauses in this section shall not be modified.

Section 4. **Particular Conditions of Contract (PCC)**

The Section provides clauses specific to the particular Contract that modify or supplement Section3: General Conditions of Contract. The Client should include at the time of issuing the Request for Proposal Documents all possible information that the GCC indicate in the PCC. To facilitate the preparation of the PCC, its Clause Numbers are numbered with the same numbers of the corresponding GCC Clauses.

The text of the clauses in this section have been modified by the client. The IT Service Provider (Firm) will not modify it only if the Firm is issued NoA.

Section 5. **Proposal and Contract Forms**

The IT Service Provider (Firm) will Modify it.

A. **Technical Proposal- Standard Forms**

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to readily understand and evaluate proposals in accordance with the established criteria. The completed forms will indicate details of the IT Service Provider (Firm)'s organization and experience, methodology, work plan, work schedule, team composition and task assignments, and staffing schedule.

B. **Financial Proposal- Standard Forms**

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to easily understand and evaluate proposals in accordance with the established criteria.

C. **Form of Contract**

The Form of Contract, which, once completed and signed by the Client and the IT Service Provider (Firm) incorporates any corrections or modifications to the accepted Proposal relating to amendments permitted by the Instructions to IT Service Provider (Firm)s, the General Conditions of Contract, and the Particular Conditions of Contract.

D. **Appendixes**

The Appendices to the formal Contract include a description of the Services, the reporting requirements, details of key personnel and Sub-IT Service Provider (Firm)s, a breakdown of the Contract Price, and services and facilities to be provided by the Client.

Section 6. **Terms of Reference**

The text of the clauses in this section have been modified by the client. The IT Service Provider (Firm) will not modify it.

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the IT Service Provider (Firm) to prepare the proposal. This section lists the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and IT Service Provider (Firm)s' respective responsibilities.

> Sample Notice for Commencement of Services, Contract Amendment and Completion
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> Certificate attached at the back of this Document are for information only

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Government of the People's Republic of Bangladesh

Ministry of Road Transport & Bridges

Road Transport & Highways Division

Dhaka Transport Co-ordination Authority (DTCA)

Room No.: 1317, Nagar Bhabhan, 12th Floor, 5, Phoenix Road, Fulbaria, Dhaka-1000.

REQUEST FOR PROPOSAL (NATIONAL)
FOR SELECTION OF IT Service Provider (Firm) for

'Transport Clearing House Operation & Maintenance'

(Complex Time based- For value above BDT 1 Crore)

Invitation for Proposal No: 35.02.0000.008.35.030.22- 421,422,423,424,425
Issued on: 16.10.2022
Proposal Package No: SR-5

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Letter of Invitation

Invitation No: 35.02.0000.008.35.030.22-421,422,423,424,425

Location: Dhaka *and Date:* 16.10.2022

[Insert: Name and Address of IT Service Provider (Firm)]

Dear Mr. /Ms.:

1. The Government of the People's Republic of Bangladesh has allocated public funds for the cost of *selection of IT Service Provider (Firm)* for *'Transport Clearing House Operation & Maintenance'* and intends to apply a portion of the funds to eligible payments under the Contract for which this Standard Request for Proposal (SRFP) Document is issued.

2. The *Dhaka Transport Co-ordination Authority (DTCA)* now invites proposals to provide the following consulting services:
   The existing Transport Clearing House System of DTCA must be operated and maintained efficiently 24 hours (in 3 shifts) a day, 7 days a week and 365 days a year and troubleshooted accordingly (if required) by the IT Service Provider. The provider will also be responsible for the fare settlement with various public transport operators within the specified time. Specifically, the provider will monitor, maintain and troubleshoot the hardware (e.g. physical server, server storage, network) as well as provide complete operational support (e.g. system application monitoring, system security maintenance, error handling and troubleshooting, report) to run the Transport Clearing House System. More details on the services are provided in the Terms of Reference (ToR).

3. This Letter of Invitation and the SRFP Document has been issued to the following short-listed IT Service Provider (Firm)s:

1	DataSoft Systems Bangladesh Limited
2	Electro Craft Corporation Ltd.
3	Computer Network Systems (CNS) Limited
4	Synesis IT LTD.
5	Infinity Technology International Ltd.

   It is not permissible to transfer this invitation to any other IT Service Provider (Firm) or Firm.

4. An IT Service Provider (Firm) will be selected under *Quality and Cost Based Selection (QCBS)* and procedures for selection are described in the SRFP Document.

5. In addition to the Letter of Invitation, the SRFP Document includes the following Sections:
   - Section 1: Instructions to IT Service Provider (Firm)s (ITC)
   - Section 2: Proposal Data Sheet (PDS)
   - Section 3: General Conditions of Contract (GCC),
   - Section 4: Particular Conditions of Contract (PCC),
   - Section 5: Proposal & Contract Forms
   - Section 6: Terms of Reference (ToR)

6. Please inform us in writing, preferably by electronic mail, at the following address *mukul.oracle@gmail.com*, upon receipt:
   (a) that you have received the Letter of Invitation and the SRFP; and
   (b) whether you will submit a Proposal alone or in association with any other IT Service Provider (Firm).

Yours sincerely,

(Shabiha Pervin)
Executive Director (Additional Secretary)
Dhaka Transport Co-ordination Authority (DTCA)

<u>Enclosed:</u> A set of the SRFP document.

Section 1. Instructions to IT Service Provider (Firm)s

A. General

1. Scope of Proposal 1.1 The Client, as indicated in the Proposal Data Sheet (**PDS**), issues this Request for Proposal (RFP) for the provision of Services as specified in the **PDS** and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the **PDS**.

1.2 The successful IT Service Provider (Firm) shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the **PDS**. When the assignment includes several phases, the performance of the IT Service Provider (Firm) under each phase must be to the Client's satisfaction before work begins on the next phase.

2. Interpretation 2.1 Throughout this RFP Document:

- the term **"in writing"** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;

- if the context so requires, **singular** means plural and vice versa;

- **"day"** means calendar day unless otherwise specified as working days;

- **"Person"** means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;

- **"IT Service Provider (Firm)"** means a Person who submits a Proposal;

- **"Request for Proposal Document"** means the Document provided by the Client to a short-listed IT Service Provider (Firm) as a basis for preparation of the Proposal; and

- **"Proposal"** depending on the context, means a Proposal submitted by a IT Service Provider (Firm) for delivery of Services to a Client in response to an Invitation for Request for Proposal.

3. Source of Funds 3.1 The Client has been allocated **'public funds'** as indicated in the **PDS** and intends to apply a portion of the funds to eligible payments under the Contract for which this RFP is issued.

3.2 For the purpose of this provision, **'public funds'** means any funds allocated to the Client under Government budget, or loan, grants and credits placed at the disposal of the Client through the Government by the Development Partners or foreign states or organizations.

3.3 Payments by the Development Partner, if so indicated in the **PDS**, will be made only at the request of the Government and upon

approval by the Development Partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

4. Corrupt, Fraudulent, Collusive or Coercive Practices

4.1 The Government requires that the Client, as well as IT Service Provider (Firm)s, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under 'public funds'.

4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:

(a) **"corrupt practice"** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Client in connection with a procurement proceeding or Contract execution;

(b) **"collusive practice"** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Proposals submitted or fix Proposal Prices at artificial, non-competitive levels, thereby denying the Client the benefits of competitive price arising from genuine and open competition;

(c) **"coercive practice"** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for procurement proceedings.

4.3 Should any corrupt or fraudulent practice of any kind referred to in ITC Sub Clause 4.2 come to the knowledge of the Client, it shall, in the first place, allow the IT Service Provider (Firm) to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such decision and the reasons shall be recorded in the record of the procurement proceedings and promptly communicated in writing to the IT Service Provider (Firm) concerned.

4.4 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Client against any IT Service Provider (Firm) alleged to have carried out such practices, the Client shall:

(a) exclude the concerned IT Service Provider (Firm) from further participation in the particular procurement proceeding; or

(b) reject any recommendation for award that had been proposed for that had been proposed for that concerned IT Service Provider (Firm); or

(c) declare at its discretion, the concerned IT Service Provider

(Firm) to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time

4.5 IT Service Provider (Firm)s shall be aware of the provisions in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and others as stated in GCC Clause 16.

5. Eligible IT Service Provider (Firm)s

5.1 This Request for Proposal Document is limited to short-listed IT Service Provider (Firm)s only and, those short-listed IT Service Provider (Firm)s indicated in the Letter of Invitation are eligible to submit a Proposal for the consulting services required for the assignment.

5.2 IT Service Provider (Firm)s shall have the legal capacity to enter into the contract under the Applicable law.

5.3 IT Service Provider (Firm)s shall have fulfilled its obligations to pay taxes and social security contributions under the laws and regulations of the country of origin.

5.4 IT Service Provider (Firm)s in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITC Sub Clause 4.2.

5.5 IT Service Provider (Firm)s are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.

5.6 IT Service Provider (Firm)s shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.

5.7 Government officials and civil servants, including persons of autonomous bodies or corporations, satisfactory to the conditions as stated under ITC Sub Clause 11.3, may be hired to work as a member of a team of IT Service Provider (Firm)s.

5.8 IT Service Provider (Firm)s shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client will reasonably request.

5.9 These above requirements for eligibility will extend, as applicable, to each Joint Venture partners of the IT Service Provider (Firm)s

6. Eligible Sub-IT Service Provider (Firm)s

6.1 The requirements for eligibility as stated under ITC Clause 5 will extend to each Sub-IT Service Provider (Firm)(s), as applicable.

7. Eligible Services

7.1 All material, equipment and supplies used by the IT Service Provider (Firm) and Services to be provided under the Contract shall have their origin in countries other than those specified in the **PDS**.

8. Conflict of Interest: General	8.1	IT Service Provider (Firm)s and all parties constituting the IT Service Provider (Firm) shall not have a Conflict of Interest (COI), pursuant to Rule 55 of the Public Procurement Rules, 2008.
	8.2	COI shall mean a situation in which the IT Service Provider (Firm) provides biased professional advice to the Client in order to obtain from that Client an undue benefit for himself/herself or any of its affiliate(s)/associate(s).
	8.3	IT Service Provider (Firm)s, including any of its affiliates or associates, in deference to the requirements that the IT Service Provider (Firm) provides professional and objective advice and at all times hold the Client's interest paramount, shall strictly avoid conflicts with other assignments or its own corporate interests, and act without any consideration for award of a future work and must not have a COI, shall not be recruited under any of the circumstances specified in ITC Sub Clauses 9, 10 and 11.
9. Conflicting Activities	9.1	If any IT Service Provider (Firm) has earlier been engaged by a Client to supply Goods, perform Works or provide physical services for a project, then that Person and any of its associates or affiliates shall be disqualified from providing consulting services related to those Goods, Works or Services.
	9.2	If any IT Service Provider (Firm) hired to provide consulting services for the preparation or implementation of a project, then that IT Service Provider (Firm) and any of its associates or affiliates shall be disqualified from subsequently supplying Goods, providing consulting services, performing physical services or Works resulting from or directly related to the IT Service Provider (Firm)'s earlier consulting services.
		[For the purpose of ITC Sub Clause 9.2, 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]
10. Conflicting Assignments	10.1	IT Service Provider (Firm)s, its Personnel and Sub-IT Service Provider (Firm)s or any of its associates or affiliates shall not be hired for any assignment that may be in conflict with identical assignment of the IT Service Provider (Firm) to be performed for the same or for another Client.
		[For the purpose of ITC Sub Clause 10.1, a IT Service Provider (Firm) hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a IT Service Provider (Firm) assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a IT Service Provider (Firm) hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question]
11. Conflicting Relationships	11.1	IT Service Provider (Firm)s, its Personnel and Sub-IT Service Provider (Firm) that has a business relationship with a member of the Client's staff involved in the procurement proceedings may not be awarded a Contract, unless the conflict stemming from this

relationship has been addressed adequately throughout the selection process of the IT Service Provider (Firm).

11.2 The Client's officials, who have an interest, directly or indirectly, with a firm or individual that is participating or has participated in a Procurement proceedings of that Client, shall declare its relationship with that firm or individual and consequently not participate in any proceedings concerned with that specific Procurement at any stage including from when the specifications are written and qualification criteria are established up to the Supply of Goods or execution of the Works are completed and, until all contractual obligations have been fulfilled.

11.3 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest. When the IT Service Provider (Firm) nominates any such employee as Personnel in their Technical Proposal, such Personnel must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the IT Service Provider (Firm) as part of his/her Technical Proposal.

12. Unfair Advantage 12.1 If a short-listed IT Service Provider (Firm) could derive a competitive advantage from having provided consulting services related to this proposed assignment, the Client shall make available to all short-listed IT Service Provider (Firm)s together with this RFP Document all information that would in that respect give such IT Service Provider (Firm) any competitive advantage over the competing IT Service Provider (Firm)s.

13. Site Visit 13.1 IT Service Provider (Firm)s, at its own 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 Services. IT Service Provider (Firm)s should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate arrangements. The costs of visiting site shall be at IT Service Provider (Firm)'s own expense.

B. Request for Proposal

14. RFP Document: General

14.1 The Sections comprising the Request for Proposal are listed below and should be read in conjunction with any Addendum issued under ITC Clause 17.

> Section 1: Instructions to IT Service Provider (Firm)s (ITC)
>
> Section 2: Proposal Data Sheet (PDS)
>
> Section 3: General Conditions of Contract (GCC),
>
> Section 4: Particular Conditions of Contract (PCC),
>
> Section 5: Proposal and Contract Forms
>
> Section 6: Terms of Reference (TOR)

14.2 IT Service Provider (Firm)s are expected to examine all instructions, forms, terms, TOR in the RFP Document as well as Addendum, if any.

15. Clarification of RFP Document

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

15.2 The Client is not obliged to answer any clarification request received after that date as stated under ITC Sub Clause 15.1.

15.3 The Client shall respond in writing within five (**5**) working days of receipt of any such request for clarification received under ITC Sub Clause 15.1.

15.4 The Client shall forward copy of its response to all those short-listed IT Service Provider (Firm)s, including a description of the enquiry but without identifying its source.

15.5 Should the Client deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITC Clause 17.

16. Pre-Proposal meeting

16.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the **PDS**, invite short-listed IT Service Provider (Firm)s to a pre-Proposal Meeting at the place, date and time as specified in the **PDS**. IT Service Provider (Firm)s are encouraged to attend the meeting if it is held.

16.2 IT Service Provider (Firm)s are requested to submit any questions in writing so as to reach the Client not later than one day prior to the date of the meeting.

16.3 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed IT Service Provider (Firm)s not later than seven (**7**) days of the date of the meeting. Any revision to the

RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 17 and not through the minutes of the pre-Proposal meeting.

17. Addendum to RFP Document	17.1	At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a short-listed IT Service Provider (Firm), may revise the RFP Document by issuing an Addendum.
	17.2	The Addendum issued under ITC Sub Clause 17.1 shall become an integral part of the RFP Document and shall be communicated in writing to all the short-listed IT Service Provider (Firm)s, to enable the IT Service Provider (Firm)s to take appropriate action.
	17.3	To give the short-listed IT Service Provider (Firm)s reasonable time to take any Addendum into account in preparing its Proposal, the Client may extend the deadline for the submission of Proposals pursuant to ITC Sub Clause 34.3.

C. Proposal Preparation

18. Proposal: Only one	18.1	IT Service Provider (Firm)s, including its affiliate(s) may submit only one (1) Proposal. IT Service Provider (Firm) who submits or participates in more than one (1) Proposal will cause all the Proposals of that particular IT Service Provider (Firm) to be rejected.
	18.2	A firm proposed as a Sub-IT Service Provider (Firm) in any Proposal may participate in more than one Proposal, but only in the capacity of a Sub-IT Service Provider (Firm).
	18.3	IT Service Provider (Firm)s submitting a Proposal individually or as Joint Venture partner shall not be accepted as Sub-IT Service Provider (Firm) to any other short-listed IT Service Provider (Firm) in the same procurement process.
19. Proposal: Preparation Costs	19.1	IT Service Provider (Firm)s shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of outcome of the procurement process.
20. Proposal: Language	20.1	Proposals shall be written in the English language. Correspondences and documents relating to the Proposal may be written in English or *Bangla*. Supporting documents and printed literature furnished by the IT Service Provider (Firm) that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or *Bangla* language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern.

21. Proposal: Documents	21.1	Proposals prepared by the IT Service Provider (Firm)s shall comprise the following:

(a) Technical Proposal;

(b) Financial Proposal;

(c) any other document required as stated in the **PDS**.

22. Proposal: Preparation

22.1   In preparing its Proposal, IT Service Provider (Firm)s 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.

22.2   IT Service Provider (Firm)s shall prepare the Technical Proposal in accordance with ITC Clause 23 and 24 using the forms furnished in Section **5A**: Technical Proposal; Standard Forms.

22.3   IT Service Provider (Firm)s shall prepare the Financial Proposal in accordance with ITC Clause 25 and 26 and using the forms furnished in Section **5B**: Financial Proposal; Standard Forms.

22.4   All the forms mentioned in ITC Sub Clauses 22.2 and 22.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be considered as being incomplete.

23. Technical Proposal Preparation

23.1   IT Service Provider (Firm)s, in preparing the Technical Proposal, must give particular attention to the instructions provided in ITC Sub Clause 23.2 thru 23.17 inclusive.

23.2   IT Service Provider (Firm) that considers it does not have all the expertise required for the assignment, it may obtain such expertise from other IT Service Provider (Firm)s or entities in the form of a Joint Venture or Sub-Consultancy, as appropriate.

23.3   Joint Venture or Sub-Consultancy, as stated under ITC Sub Clause 23.2, amongst the short-listed IT Service Provider (Firm)s at the time of submission of Proposal is not permitted, and the Client shall disqualify such Proposal.

23.4   Joint Venture or Sub-Consultancy, as stated under ITC Sub Clause 23.2, with other not short-listed (i.e. those applied for but not short-listed) IT Service Provider (Firm)s at the time of submission of Proposal is also not permitted without the approval of the Client, which must be obtained prior to the deadline for submission of a Proposal.

23.5   Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case on a non-judicial stamp of value as specified in the **PDS**, duly signed by all legally authorized representatives of the IT Service Provider (Firm)s who are parties to such agreement.

23.6   Each partner of the Joint Venture shall be jointly and severally liable

for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.

23.7 Joint Venture shall nominate the **Leading Partner** as **RPRESENTATIVE** being entrusted with the Contract administration and management at the assignment location who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the selection process and, in the event the Joint Venture is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the Joint Venture.

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

23.9 IT Service Provider (Firm)s appointing another non-short-listed (i.e. those not applied for short-listing) IT Service Provider (Firm)s as a Sub-IT Service Provider (Firm), as stated under ITC Sub Clause 23.2, at the time of submission of Proposal shall not require prior permission of the Client but in such cases, the Proposal shall be submitted in the title of the short-listed IT Service Provider (Firm).

23.10 In the event of Sub-Consultancy, as stated under ITC Sub Clause 23.9, the Proposal should include a covering letter signed by an authorized representative of the short-listed IT Service Provider (Firm) with full authority to make legally binding contractual and financial commitments on behalf of the IT Service Provider (Firm), **plus** a copy of the agreement(s) with the Sub-IT Service Provider (Firm)(s).

23.11 Sub-Consultancy (s) shall in no event relieve the short-listed IT Service Provider (Firm) from any of its obligations, duties, responsibility or liability under the Contract.

23.12 For QCBS based assignments, only the estimated total of Professional staff-months is indicated in the **PDS**; however, the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the IT Service Provider (Firm).

23.13 For FBS based assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the **PDS** but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.

23.14 Proposed Key professional staff shall have at least the qualification experience indicated in the **PDS**, preferably working under conditions similar to Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the IT Service Provider (Firm) or has an extended and stable working relationship with it.

23.15 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

Conversely, one Key professional staff is not allowed to offer his/her inputs in more than one Proposal for this particular assignment and, in this particular procurement process.

23.16 Proposals submitted by the IT Service Provider (Firm)s must be accompanied by the commitment of the proposed Key professional staff duly certified the correctness of the particulars stated in its CV.

23.17 Failure to fulfil the requirements under this Clause may lead to incompleteness of the Proposal.

24. Technical Proposal: Format and Content

24.1 The Technical Proposal shall provide the following information using the attached Standard Forms in **Section 5A**:

(a) **Form 5A1:** Technical Proposal Submission Form in the format of a letter, duly signed by an authorized signatory of the IT Service Provider (Firm);

(b) **Form 5A2:** giving a brief description of the IT Service Provider (Firm)'s organization and an outline of recent experience of the IT Service Provider (Firm);

(c) **Form 5A3:** indicating comments and suggestions that the IT Service Provider (Firm) may have on the TOR to improve performance in carrying out the assignment;

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

(e) **Form 5A5:** being the work plan should be consistent with the Work Schedule and should 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;

(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 monitoring of training, if the **PDS** specifies training as a major component of the assignment; and

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

24.2 The Technical Proposal shall not include any financial information. **A Technical Proposal containing financial information may be considered non-responsive.**

25. Financial Proposal Preparation

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

25.2 All activities and items described in the Technical Proposal, as applicable, must be priced separately.

26. Financial Proposal Format and Content

26.1 The Financial Proposal shall provide the following information using the attached Standard Forms in **Section 5B:**

(a) **Form 5B1:** Financial Proposal Submission Form in the format of a letter duly signed by an authorized signatory of the IT Service Provider (Firm). Commissions and gratuities, if any, paid or to be paid by IT Service Provider (Firm)s and related to the assignment will be listed in the form;

(b) **Form 5B2:** being the Summary of Costs against staff remuneration and reimbursable expenses;

(c) **Form 5B3:** being the breakdown of costs against staff remuneration;

(d) **Form 5B4:** being the breakdown of costs against reimbursable expenses.; and

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

27. Taxes

27.1 IT Service Provider (Firm)s are subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the IT Service Provider (Firm) to be familiar with the relevant laws in Bangladesh, and to determine the taxes, duties, fees, levies and other charges 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 negotiations, and applicable amounts will be included in the Contract Price.

27.2 Commissions and gratuities, if any, paid or to be paid by IT Service Provider (Firm)s and related to the assignment will be listed in the Financial Proposal **Form 5 B1.**

28. Client's Services and Facilities

28.1 The Client shall:

(a) provide at no cost to the IT Service Provider (Firm) the services and facilities as specified in the **PDS**;

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

(c) assist the IT Service Provider (Firm) in obtaining relevant project data and reports from other related departments/divisions, which will be required by the IT Service Provider (Firm) to prepare the Proposal.

29. Proposal Currency

29.1 All prices shall be quoted in Bangladesh Taka (BDT) currency unless otherwise stated in **PDS**.

30. Proposal Validity

30.1 Proposals shall remain valid for the period as specified in the **PDS** after the date of Proposal submission deadline prescribed by the Client. A Proposal valid for a period shorter than that specified will be considered non- responsive.

31. Extension of Proposal Validity	31.1	In exceptional circumstances, prior to the expiration of the Proposal Validity period, the Client may solicit, not later than ten (**10**) days before the expiry date of the Proposal Validity, all the IT Service Provider (Firm)s' consent to an extension of the period of validity of their Proposals.
	31.2	The request for extension of the Proposal Validity period shall state the new date of the validity of the Proposal.
	31.3	The request from the Client and the responses from the IT Service Provider (Firm)s will be made in writing.
	31.4	IT Service Provider (Firm)s consenting in writing to the request as stated under ITC Sub Clause 31.3 shall not be required or permitted to modify its Proposal in any circumstances.
	31.5	IT Service Provider (Firm)s not consenting in writing to the request made by the Client as stated under ITC Sub Clause 31.3, its Proposal shall not be considered in the subsequent evaluation.
32. Proposal Format and Signing	32.1	IT Service Provider (Firm)s shall prepare one (1) original of the Technical Proposal as described in ITC Clause 23 and one (1) original of the Financial Proposal as described in ITC Sub Clause 25 and clearly mark them "ORIGINAL".
	32.2	IT Service Provider (Firm)s shall prepare the number of copies as specified in the **PDS** of each Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
	32.3	The original and all copies of the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the IT Service Provider (Firm) to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.
	32.4	All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

D. Proposal Submission

33. Proposal: Sealing and Marking	33.1	IT Service Provider (Firm)s 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".
	33.2	IT Service Provider (Firm)s shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a

warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

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

(a) bear the name and address of the IT Service Provider (Firm);

(b) be addressed to the Client at the address as specified in the **PDS**;

(c) bear the name of the Proposal; and

(d) **bear a statement "DO NOT OPEN BEFORE (the deadline for submission of Proposal)" as specified in the** PDS.

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

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

33.6 Proposals shall be submitted on the basis of this RFP Document issued by the Client.

34. Proposal: Submission Deadline

34.1 Proposals shall be delivered to the Client at the address as stated under ITC Sub Clause 33.3 not later than the date and time as specified in the **PDS**.

34.2 Proposals may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the IT Service Provider (Firm) with acknowledgement of receipt showing the date and time when its Proposal was received.

34.3 The Client, at its discretion, may extend the deadline for the submission of Proposals in accordance with ITC Clause 17 and 31.1, in which case all rights and obligations of the Client and IT Service Provider (Firm)s previously subject to the deadline shall thereafter be subject to the deadline as extended.

35. Proposal Submitted Late

35.1 Any Proposal received by the Client after the deadline for submission of Proposals shall be declared **LATE** and returned unopened to the IT Service Provider (Firm).

E. Proposal Opening and Evaluation

36. Technical Proposal Opening

36.1 Proposal Opening Committee (POC) 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.

36.2 The Financial Proposals shall be kept closed in the safe custody of the Head of the Procuring Entity or an Officer authorized by him/her until such time as the evaluation of Technical Proposal has

been completed.

37. Restriction on Disclosure of information	37.1	Following the opening of the Technical Proposals by the POC, and until the Contract is signed, no IT Service Provider (Firm) shall make any unsolicited communication to the Client or the Proposal Evaluation committee (PEC).
	37.2	From the time the Proposals are opened to the time the Contract is awarded, any effort by the IT Service Provider (Firm) to influence the Client or the PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in non-responsiveness of the IT Service Provider (Firm)'s Proposal.
38. Clarification on Proposal	38.1	PEC may ask the IT Service Provider (Firm)s for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the IT Service Provider (Firm)s 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.
	38.2	Any request for clarifications by the PEC shall not be directed towards making an apparently non-responsive Proposal responsive and reciprocally the response from the concerned IT Service Provider (Firm) shall not be articulated towards any addition, alteration or modification to its Proposal.
	38.3	IT Service Provider (Firm)s not providing 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.
	38.4	Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.
	38.5	All clarification requests shall remind the IT Service Provider (Firm)s of the need for confidentiality and that any breach of confidentiality on the part of the IT Service Provider (Firm) may result in their Proposal being disqualified, as stated under ITC Sub Clause 37.
39. Proposal Evaluation: General	39.1	Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary, and approved by the authority competent.
	39.2	Proposals shall be evaluated based on what has been submitted. The material issues to be clarified with the successful IT Service Provider (Firm) will have to be discussed during negotiations.
40. Examination of Conflict of Interest Situation	40.1	During the evaluation of the Technical Proposals, the PEC shall ascertain that no new COI situations as stated under ITC Clauses 8, 9, 10 and 11, have arisen since the IT Service Provider (Firm) was short-listed. If the PEC identifies a COI at this stage, it shall

determine whether the specific conflict is substantive and shall consequently consider the Proposal non-responsive.

40.2 IT Service Provider (Firm)s or its affiliate if found to be in a COI during the technical evaluation, the PEC shall review the case and either disqualify the IT Service Provider (Firm) or ask the IT Service Provider (Firm) to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the IT Service Provider (Firm) shall be considered non-responsive.

40.3 IT Service Provider (Firm)s if found to mislead the PEC by neglecting to provide information or by denying the existence of a COI situation, the IT Service Provider (Firm)'s Proposal shall be considered non-responsive.

41. Proposal: Technical Evaluation

41.1 All Technical Proposals shall be evaluated in accordance with the RFP and the TOR.

41.2 PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals on the basis of their responsiveness to the RFP and TOR, applying the evaluation criteria, sub criteria, and points system, as specified in the **PDS**.

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

41.4 Technical Proposals thus given Technical points (Tp), as stated under ITC Sub Clause 41.2, not securing the precise minimum as specified in the **PDS**, shall be considered non-responsive.

42. Financial Proposal Opening

42.1 In the case of QCBS and FBS, after the technical evaluation is concluded and approved, the Client shall notify in writing, those IT Service Provider (Firm)s that have secured the precise minimum Technical points (Tp), indicating the date, time and location for opening the Financial Proposals; the date being usually not less than one **(1)** week after such notification.

42.2 The Client shall simultaneously notify those IT Service Provider (Firm)s whose Technical Proposals did not secure the precise minimum Technical points (Tp) or were considered non-responsive to the RFP and TOR, indicating that their Financial Proposals will be returned unopened after completing the selection process.

42.3 Financial Proposals of those who secured the precise minimum Technical points (Tp) shall be opened by the PEC publicly in the presence of the IT Service Provider (Firm)s' representatives who choose to attend. The name of the IT Service Provider (Firm)s, the Technical points, and the Proposal Prices shall be read aloud and recorded when the Financial Proposals are opened.

42.4 The Client shall prepare minutes of the public opening as stated

under ITC Sub Clause 42.3 and, these shall be furnished, upon request, to IT Service Provider (Firm)s who's Financial Proposals were opened. Representatives who attend the public opening shall sign an attendance sheet.

43. Correction of Arithmetical Errors

43.1 PEC shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected, unless in the opinion of the PEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

43.2 PEC shall correct the arithmetic errors and shall promptly notify the concerned IT Service Provider (Firm)(s). If the IT Service Provider (Firm) does not accept the correction of arithmetic errors, its Proposal shall be rejected.

44. Proposal: Financial Evaluation

44.1 PEC shall review the detailed content of each Financial Proposal. During the review, the PEC and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information on financial aspects from any IT Service Provider (Firm) who has submitted a Financial Proposal.

44.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced, as stated under ITC Sub Clause 25.2, shall be deemed to be included in the prices of other activities or items of the Proposal.

44.3 The evaluation shall exclude all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law but to be paid under the Contract, unless otherwise the IT Service Provider (Firm) is exempted by the Government.

44.4 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial points (Fp) of **100**. The Financial points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 44.5.

44.5 The points for other Financial Proposals, as stated under ITC Sub Clause 43.4, shall be computed using the formulae: $F_p = \frac{100 \times F_m}{F}$; **Fp** being the Financial point of the Proposal under evaluation, **Fm** being the lowest Financial Proposal Price and, **F** being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as stated under ITC Sub Clause 44.2 and 44.6.

44.6 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; PEC shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the Proposal Price in this respect.

[For the purpose of ITC Sub Clause 44.6, if a Technical Proposal indicates the presence of the Team Leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount]

45. Proposal: Combined Evaluation

45.1 In the case of QCBS, the Proposals will be ranked according to their Combined scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1), as specified in the **PDS**: Combined score, Cs = Ts (Technical score) + Fs (Financial score); [Ts being Tp x T% and Fs being Fp x F%].

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

45.3 In the case of FBS, the Proposal Prices above the budget or, the same for corrections made by the PEC if rises above the budget indicated in the RFP, the Proposal shall be considered non-responsive.

46. Proposal Negotiation: General

46.1 Negotiations shall commence by considering the comments, suggestions, and requests made by the PEC on both Technical and Financial Evaluation Reports and recommendations thereupon, of its authority competent.

46.2 Negotiations shall be held at the address indicated in the **PDS** by the PEC, in phases where unavoidable, with participation of the Client with the aim to reach agreement on all points and sign a Contract

46.3 The invited IT Service Provider (Firm) will, as a prerequisite for attendance at the negotiations, confirm availability of all Key

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

46.4 In the case of QCBS, the IT Service Provider (Firm) securing the highest Combined score (Cs) in accordance with ITC Sub Clause 45.1 will be invited for negotiation as stated under ITC Clause 47 to 50.

46.5 In the case of FBS, the IT Service Provider (Firm) that submitted the highest ranked Technical Proposal selected in accordance with ITC Sub Clause 45.2 will be invited for negotiation as stated under ITC Clause 47 to 50.

47. Proposal Negotiation: Technical

47.1 Technical negotiations will include discussions only on the Implementation Methodology of Terms of Reference, Work Plan and Detail Activity Schedule, Organizing and Staffing, Training Inputs if training is a major component, and the Client's Services and Facilities, with a view to reconcile the IT Service Provider (Firm)'s Proposal and the circumstances of the Client. These documents will then be incorporated in the Contract as **"Description of Services"**.

47.2 PEC may, in particular, require the invited IT Service Provider (Firm) to substitute a key staff, if it was found during evaluation of the Technical Proposal that he/she is not fit enough for the proposed assignment.

48. Proposal Negotiation: Financial

48.1 Negotiation shall generally fine-tune the Financial Proposal incorporating the agreed-on technical modifications in the Proposal.

48.2 In the case of QCBS and FBS, negotiation of unit rates or prices of staff remuneration and, of reimbursable expenses is not permissible.

48.3 Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this Intellectual and Professional Services

48.4 Unless the IT Service Provider (Firm) and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 27.1, on the IT Service Provider (Firm), proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the IT Service Provider (Firm) during negotiation and, requisite provisions shall be made for them in the Contract Price.

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

49. Availability of Professional staff/experts	49.1	Having selected the IT Service Provider (Firm) on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available.
	49.2	The Client will not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.
	49.3	In the event, as stated under ITC Sub Clause 49.2, substitution of the Key Professional staff(s) with equivalent or higher qualifications may be permissible.
	49.4	If this is not the case and if it is established that the Key Professional staff/experts were offered in the Proposal without confirming their availability, the IT Service Provider (Firm) may be disqualified.
50. Proposal Negotiations: Conclusion	50.1	PEC and the successful IT Service Provider (Firm) shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.
	50.2	If negotiation fails, the PEC will negotiate with the next highest evaluated IT Service Provider (Firm), and similarly with other evaluated IT Service Provider (Firm)s until a Contract is signed, but it shall not negotiate simultaneously with more than one IT Service Provider (Firm).
51. Rejection of all Proposals	51.1	The Client may annul the Procurement proceedings, any time prior to the deadline for submission of the Proposals following specified procedures.
	51.2	All Proposals received by the Client shall be returned unopened to the IT Service Provider (Firm)s in the event the Procurement proceedings are annulled as stated under ITC Sub Clause 51.1.
	51.3	If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client may reject them under the following grounds -
		(a) The Proposals containing major deficiencies in responding to the RFP.
		(b) The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.
		(c) Eevidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
	51.4	The Client may further annul the Procurement proceedings any time prior to signing of the Contract following specified

procedures.

52. Informing Reasons for Rejection	52.1	Notice of the rejection will be given promptly within seven (**7**) days of decision taken by the Client to all IT Service Provider (Firm)s, and the Client will, upon receipt of a written request, communicate to any IT Service Provider (Firm) the reason(s) for its rejection but is not required to justify those reason(s).

F. Contract Award

53. Award of Contract	53.1	The Client shall, within seven (**7**) working days of receipt of approval of the Contract and, provided that no complaint or appeal has been lodged or is still under consideration, prior to the Proposal Validity period, invite the successful IT Service Provider (Firm) to sign the Contract; so that the Contract comes into force before expiration of the Proposal Validity. In the event the successful IT Service Provider (Firm) is a Joint Venture, all partners of that Joint Venture must sign.
54. Performance Security	54.1	If so specified in the **PDS**, a Performance Security shall be provided by the successful IT Service Provider (Firm), in favour of the Client, for the amount as specified in the PDS, prior to signing of contract.
	54.2	The proceeds of the Performance Security shall be payable to the Client unconditionally upon first written demand as compensation for IT Service Provider (Firm)'s failure to complete its obligations under the Contract.
55. Form and Validity of Performance Security	55.1	The Performance Security shall be in the form of a Pay Order or Bank Draft or an irrevocable unconditional Bank Guarantee in the format as in the **Appendix 8**, without any alteration, issued by a scheduled bank of Bangladesh.
	55.2	The Performance Security shall be required to be valid until a date twenty-eight (**28**) days beyond the date of completion of the IT Service Provider (Firm)'s obligation under the Contract.
	55.3	The Client may verify the authenticity of the Performance Security submitted by the successful IT Service Provider (Firm) by sending a written request to the branch of the Bank issuing the Performance Security.
56. Publication of Award of Contract	56.1	Particulars relating to award of Contract, in prescribed format, shall be notified by the Client to the Central Procurement Technical Unit within seven (**7**) days of signing of the Contract for publication in their website, and that notice shall be kept posted for not less than a month.
57. Debriefing	57.1	The Client shall, following signing of the Contract with the successful IT Service Provider (Firm), promptly notify the other IT Service Provider (Firm)s whose Proposals were technically responsive that they have been unsuccessful. The Client shall also return those unopened Financial Proposals, as stated under ITC Sub Clause 42.2, to the unsuccessful IT Service Provider (Firm)s.
	57.2	Debriefing of IT Service Provider (Firm)s by the Client shall outline

the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her without disclosing information about any other IT Service Provider (Firm). In the case of debriefing, confidentiality of the evaluation process shall be maintained.

58. Commencement of Services	58.1	IT Service Provider (Firm) is expected to commence the assignment on the date and at the location specified in the **PDS**.
59. IT Service Provider (Firm)s Right to Complain	59.1	IT Service Provider (Firm) has the right to complain in accordance with the Public Procurement Act,2006 and the Public procurement Rules, 2008

Section 2. Proposal Data Sheet

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to IT Service Provider (Firm).
	RFP IDENTIFICATION NO: *35.02.0000.008.35.030.22-421,422,423,424,425*
ITC 1.1	The Client is: *Dhaka Transport Co-ordination Authority (DTCA)*
	The provision of the Services is: *DTCA Clearing House operation and maintenance service*
	The Method of selection is: *Quality and Cost Based Selection (QCBS)*.
ITC 1.2	The assignment is phased as follows: *1. Operation and Maintenance Service of DTCA Clearing House* The *Operation and Maintenance Service of DTCA Clearing House* is to be completed within *12 (twelve) Months.*
ITC 3.1	The source of public fund is *GoB (Revenue).*
ITC 3.3	The name of the Development Partner is *'Not Applicable'.*
ITC 7.1	Materials, equipment and supplies used by the IT Service Provider (Firm) are not permitted if they have originated in *Israel.*
ITC 15.1	For **clarification of Proposals** the Client 's address is: Attention: *Mukul Chandra Mahanta* Address: *Programmer (Database), Dhaka Transport Coordination Authority (DTCA), Ministry of Road Transport and Bridges, Room No-1317, 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.* Tel: *+880-1717-489447* Fax: *Not Applicable* E-mail address: *mukul.oracle@gmail.com*

ITC 16.1	A pre-Proposal Meeting *will be held*
	Place: **Dhaka Transport Coordination Authority (DTCA), Conference Room, Room No.: 1322, 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.**
	Date: **30/10/2022**　　　　Time: **10:00 AM**
ITC 21.1 (c)	Other documents required to be submitted with the Proposal are:
	In support of Section-5, Form-5A2 (see page-56)
	(1) _Mandatory:_ *Must be a local Information Technology (IT)/ Information Technology Enabled Service (ITES) provider with minimum 7 years of experience in development, surveillance/monitoring, operation and maintenance of IT infrastructure/ Financial Service/Banking System. Documentary evidence (Work completion certificate, experience certificate) must be provided.*
	(2) _Mandatory:_ *Must have minimum 4 years of experience in development, surveillance/monitoring, operation and maintenance of medium/ large-scale IT infrastructure/ Financial Service/Banking System, which processes a huge amount of data in a short period of time and has common functions about error handling and log output. Documentary evidence (Work completion certificate, experience certificate) must be provided.*
	(3) _Preferred:_ *Documentary evidence of experience in system development, operation and maintenance of Clearing House System/ Transport Ticketing System Solution/IC card-based system.*
	N.B.: For the documents as mentioned above
	(i) Only Work completion certificate (with Reference No of Notification of Award (NoA) /Purchase Order (PO)/ Work Order (WO), Starting Date, End Date, Value of assignment in BDT., Nature of Assignment) and/or Experience Certificate (with Reference No of NoA/PO/WO, Starting Date, Tentative end date, Nature of Assignment) are accepted as documentary evidence (for example, the format used in Pages: 84-85 can be followed).
	(ii) Only NoA and Contract Papers will not be considered/accepted because they do not give the guarantee of completion of a work.
	In support of Section-5, Form-5A8 (see page-62)
	The following documents should be duly attested by the employer (IT Service Provider-Firm):
	(4) Attested copy of Letter of Commitment and Contract Agreement/Joining Letter with the IT Service Provider (Firm) for each of the proposed key professional staff,
	(5) Attested copy of Payment slip/Cheque/Salary Statement of last 2 (two) months for each of the proposed key professional staff,
	(6) Attested copy of Academic Certificates (Bachelors, Masters or higher only) for each of the proposed key professional staff,
	(7) Attested copy of Experience Certificates (clearly mentioning the starting date, ending date or duration and nature of the assignment) for each of the proposed key professional staff,
	(8) Attested copy of Professional Certificates (if any, based on the requirements of ToR) for each of the proposed key professional staff,
	(9) Attested copy of the National Identity Card (NID) for each of the proposed key professional staff.

ITC 23.5	The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only.
ITC 23.12	The total estimated number of professional staff-months required for the assignment is *[8 staff x 12 Months] 96 Staff-Months*
ITC 23.13	The Financial Proposal shall not exceed the available budget (excluding the amount of tax obligations under the Applicable Law) of '*Not Applicable*'
ITC 23.14	The minimum required qualification and experience of the Key professional staff are as follows: *Please refer to Table-5.3 of Section-6: Terms of Reference (ToR) from Page-79 to Page-81.*
ITC 24.1(i)	***Training is not a specific component of this assignment. But, Hands-on Training will be provided by the client for at least 15 Days.***
ITC 24.1(j)	Additional information on the Technical Proposal includes: *(1) The Procuring Entity (PE) reserves the right to verify the authenticity of any document anytime as part of the evaluation process and take punitive measures (if required) as per PPR if found fake. Consequently, rejecting the proposal submitted;* *(2) It is requested that, the proposed key personnel having no previous criminal/police record and presently any case filed against him/her. If such a case is found later, it may consequently lead to termination of contract with the service provider firm.* *(3) The submitted documents/certificates must be numbered (using page number), clear, readable, signed, sealed (or if required, attested) and bounded together (using hard binding) by the IT service provider. Otherwise they will not be considered;* *(4) All relevant documents must be organized and tagged as per the following sequence:* *Technical Proposal:* *(i) Form-5A1: To be properly Sealed and Signed.* *(ii) Form-5A2: To be properly filled up with supporting documents of ITC 21.1(c) Serial-1,2 (in Descending order of date).* *(iii) Form-5A3: To be properly filled up (only if applicable).* *(iv) Form-5A4: To be properly filled up with diagrams or charts (if applicable).* *(v) Form-5A5: To be properly filled up in the form of a Bar Chart.* *(vi) Form-5A6: To be properly filled up as per the requirement of ToR (Table-5-1 of Section-6: ToR at Page-78).* *(vii) Form-5A7: To be properly filled up as per the requirement of ToR (Table-5-2 of Section-6: ToR at Page-78).* *(viii) Form-5A8: To be properly filled up and signed by the respective key personnel with supporting documents of ITC 21.1(c) Serial-4-9 (in Descending order of designation).* *(ix) Extra: Operation and maintenance plan (exclusively required by Client for this assignment): To be properly filled up.*

	Financial Proposal: (x) *Form-5B1 to 5B3: To be properly filled up.* (xi) *Form-5B4: To be properly filled up in accordance to ITC 25.1.* **(5) Submission of documents other than those mentioned in ITC 24.1(j) Serial-4 and ITC 21.1(c) are not required. However, the total number of Pages of the Technical Proposals should not exceed 400 (Four Hundred) Pages. Submission of unnecessary documents other than those mentioned and exceeding the page limit may lead to subsequent rejection of the proposal.** *(6) Proposal's must be submitted in a properly sealed bigger envelope clearly mentioning the address of the firm as well as information e.g. RFP No, Date. Inside the bigger envelope, each of the Technical Proposal, its copies (if any) and Financial Proposals, will be put in separately sealed envelopes. Otherwise, they would be returned without opening.* *(7) Failure to submit any document as per the requirement of the PE will not be considered for evaluation.*
ITC 25.1	The Reimbursable expenses shall be the following: **Not Applicable**
ITC 28.1(a)	The Client will provide the following services and facilities: 1. *All required existing user manuals and system specification documents upon signing an NDA (Non-Disclosure Agreement) with Procuring Entity.* 2. *Work space, chair, table, network connectivity, electricity.* 3. *Procuring Entity may impose a penalty in case of any sort of Service failure/abruption while rendering clearing house operation and maintenance service.*
ITC 29.1	The currency of the Proposal shall be: Bangladesh Taka *(BDT.)*
ITC 30.1	Proposals shall remain valid for **90** days after the Proposal submission date.
ITC 32.2	The IT Service Provider (Firm) must submit **one (original)** hard copy for both the Technical Proposal and the Financial Proposal, **one (duplicate)** hard copy of the Technical Proposal and the soft copy of Technical and Financial Proposal in Pen drive.
ITC 33.3(b), 34.1 and 36.1	The Proposal to be addressed to, received by and, opened at the address is: **Addressed to:** *Shabiha Pervin* *Executive Director* *Dhaka Transport Coordination Authority (DTCA)* *12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.* **Received by:** *Mukul Chandra Mahanta* *Programmer (Database)* *Dhaka Transport Coordination Authority (DTCA)* *Room No-1317, 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.* **opened at:** *Room No-1322, 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.*

ITC 33.3(d) and 34.1	Proposals must be submitted not later than the following Date: *13/11/2022* Time: *12:00 PM*	
ITC 41.2	The points to be given under each of the evaluation criteria are:	

Criteria, sub-criteria	Points
(i) **Specific experience of the IT Service Provider (Firm) relevant to the assignment.**	**10**
(ii) **Adequacy of the proposed work plan and methodology in responding to the Terms of Reference.**	
(a) Methodology	12
(b) Work plan and Operation and maintenance plan	12
(c) Organization and Staffing	6
Total points for criterion (ii):	**30**
(iii) **Professional staff qualifications and competence for the assignment**	
(a) *Team Leader (Acronym: TL, No. of Positions: 1)*	*(1x10) = 10*
(b) *Senior System Engineer (Acronym: SSE, No. of Positions: 1)*	*(1x10) = 10*
(c) *System Engineer (Acronym: SE, No. of Positions: 2)*	*(2x8) = 16*
(d) *Maintenance Engineer (Acronym: ME, No. of Positions: 4)*	*(4x6) = 24*
Total points for criterion (iii):	**60**

points to be assigned to each of the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights:	
General Qualifications	[weight: 20%]
Adequacy for the assignment	[weight: 55%]
Time with the firm	[weight: 15%]
Experience in region and language	[weight: 10%]
Total Weight:	100%

(iv) **Suitability of the transfer of knowledge, where applicable (training programme)**		
Relevance of Training Program		
Training Approach and Methodology	*-Not Applicable-*	
Qualifications of Experts and Trainers		
Total Weight	0%	
Total points for criterion (iv):		*0*

TOTAL POINTS	**100**

ITC 41.4	The minimum Technical points (Tp) required to pass is **70.**
ITC 45.1	The weights given to the Technical and Financial Proposals are: *T = 0.80* and *F = 0.20* [*T = 'Technical' and F = 'Financial'*]
ITC 46.2	The address for Contract negotiations is *Dhaka Transport Co-ordination Authority (DTCA), Room No-1322 (Conference Room), 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.*
ITC 54.1	The amount of Performance Security shall be **5%** (*Five* percent) of the Contract value. *(i) The Performance security should be submitted in the form of Bank Draft/Pay-Order issued by any state-owned scheduled bank.* *(ii) The Performance Security will be forfeited in case of poor performance or any*

	losses cause by the IT Service Provider (Firm) as mentioned in Section-4: PCC clauses-20.1, 33.4(a) and 33.4(b).
ITC 58.1	The assignment is expected to commence on *15.11.2022 (Tentative)* initially at *Office of Dhaka Transport Coordination Authority (DTCA), 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000 and later on the workplace will be shifted to new office building of DTCA or elsewhere (If required).*
ITC 59.1	The name and address of the office where complaints to the Client under Rule 57 of the PPR, 2008 are to be submitted is: **HoPE (Head of Procuring Entity): Executive Director (ED), DTCA.**

Section 3. General Conditions of Contract

A. General

1. Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

(a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.

(b) **Client/Procuring Entity** is the party named in the **PCC** who engages the IT Service Provider (Firm) to perform the Services.

(c) **Completion** means the fulfilment of the Services by the IT Service Provider (Firm) in accordance with the terms and conditions set forth in the Contract.

(d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Client, in accordance with GCC Clause 57.1.

(e) **IT Service Provider (Firm)** is a person who has been short-listed to submit a Proposal for providing intellectual and professional services duly accepted by the Client; named as such in the **PCC** and the Contract Agreement.

(f) **Contract Agreement** means the Agreement entered into between the Client and the IT Service Provider (Firm) together with the Contract Documents.

(g) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.

(h) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 49.1.

(i) **Day** means calendar day unless otherwise specified as working days.

(j) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 18.1.

(k) **GCC** mean the General Conditions of Contract.

(l) **Government** means the Government of the People's Republic of Bangladesh.

(m) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the

Companies Act;

(n) **Intended Completion Date** is the date on which it is intended that the IT Service Provider (Firm) shall complete the Services as specified in the GCC Sub Clause 20.1

(o) **Member** means in case where the IT Service Provider (Firm) consists of a joint venture, consortium or association any of the entities that make up the joint venture; and **"Members"** means all these entities.

(p) **Month** means calendar month

(q) **Party** means the Client or the IT Service Provider (Firm), as the case may be, and **"Parties"** means both of them. Third party means any party other than Client and IT Service Provider (Firm).

(r) **Personnel** means professionals and support staff provided by the IT Service Provider (Firm) or by any Sub-IT Service Provider (Firm) and assigned to perform the Services or any part thereof; and "Key Staff/Personnel" means the Personnel referred to in GCC Sub Clause 23.1.

(s) **Reimbursable expenses** mean all assignment-related costs other than IT Service Provider (Firm)'s remuneration.

(t) **Remuneration** means all costs related to payments of fees to the IT Service Provider (Firm) for the time spent by the professional and other staff on assignment related activities.

(u) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented.

(v) **Services** means the work to be performed by the IT Service Provider (Firm) pursuant to this Contract, as described in **Appendix 1 to 7** of the Contract Agreement.

(w) **Sub-IT Service Provider (Firm)** means any person or entity to whom/which part of the Services is sub-consulted.

(x) **Third Party** means any person or entity other than the Government, the Client, the IT Service Provider (Firm) or a Sub-IT Service Provider (Firm).

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

2.	**Phased Completion**	2.1	If phased completion is specified in the **PCC**, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
3.	**Communications and Notices**	3.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the **PCC**.
		3.2	A notice shall be effective when delivered or on the notice's effective

date, whichever is later.

| | 3.3 | A Party may change its address for notice hereunder by giving the other Party notice of such change to the address. |

4. Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

5. Governing Language

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

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

6. Documents Forming the Contract in Order of Precedence

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

(a) the Contract Agreement;

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

(c) the General Conditions of Contract (GCC);

(d) the Appendix 1 to 7; and

(e) any other document as specified in the **PCC** forming part of the Contract.

7. Assignment

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

8. Eligible Services

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

9. Contractual Ethics

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

10. Joint Venture (JV)

10.1 If the IT Service Provider (Firm) is a Joint Venture (JV);

(a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Clienty for performance of the Contract;

(b) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the

partners would have received; provided that if the other partners of the JV subsequently become available before the legal action has been completed, the Client shall have the right to take action against those other partners of that JV as well.

(c) the composition or constitution and legal status of the JV shall not be altered without the prior approval of the Client;

(d) alteration of partners, **except the Leading partner**, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall performance of the Service, whereby the incoming partner shall require to poss qualifications higher than that of the outgoing partner;

(e) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices and, while in case, the **Leading partner** is found incompetent or has been debarred due to the same reasons stated herein, the Contract shall be terminated pursuant to GCC Sub Clause 62.2.

11. Authority of Member in Charge	11.1	In case the IT Service Provider (Firm) is a Joint Venture, the JV partners shall nominate the **Leading Partner** as **REPRESENTATIVE,** as specified in the **PCC**, being entrusted with the Contract administration and management at assignment location, as stated under GCC Sub Clause 14, who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV.
12. Authorized Representatives	12.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the IT Service Provider (Firm) may be taken or executed by the officials as specified in the **PCC**.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the IT Service Provider (Firm). The IT Service Provider (Firm), subject to this Contract, has complete charge of Personnel and Sub-IT Service Provider (Firm)s, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Location	14.1	The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Taxes	15.1	The IT Service Provider (Firm), Sub-IT Service Provider (Firm)s and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, unless otherwise exempted by the Government.

16. Corrupt, Fraudulent, Collusive or Coercive Practices

16.1 The Government requires that the Client, as well as the IT Service Provider (Firm) shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.

16.2 The Government requires that Client, as well as the IT Service Provider (Firm) shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

(a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;

(b) abiding by the code of ethics as mentioned in the Rule127 of the Public Procurement Rules, 2008;

(c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2(b).

16.3 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:

(a) "**corrupt practice**" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Client in connection with a procurement proceeding or Contract execution;

(b) "**fraudulent practice**" means the misrepresentation or omission of facts in order to influence a decision to be taken in a procurement proceeding or Contract execution;

(c) "**collusive practice**" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Proposals submitted or fix Proposal Prices at artificial, non-competitive levels, thereby denying the Client the benefits of competitive price arising from genuine and open competition;

(d) "**coercive practice**" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for procurement proceedings.

16.4 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the IT Service Provider (Firm) to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the IT Service Provider (Firm) concerned. Any communications between the IT Service Provider (Firm) and the

Client related to matters of alleged fraud or corruption shall be in writing.

16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the IT Service Provider (Firm) alleged to have carried out such practices, the Client will:

(a) exclude the IT Service Provider (Firm) from further participation in the particular Procurement proceeding; or

(b) declare, at its discretion, the IT Service Provider (Firm) to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.

16.6 The IT Service Provider (Firm) shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

B. Commencement, Completion and Modification

17. Effectiveness of Contract

17.1 The Contract shall come into force and effect on the date, called the "Effective Date", of the Client's notice to the IT Service Provider (Firm) instructing the IT Service Provider (Firm) to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the **PCC** have been met.

18. Effective Date

18.1 The date the Contract comes into effect shall be as specified in the **PCC**.

18.2 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-eight (**28**) 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.

19. Commencement of Services

19.1 The IT Service Provider (Firm) shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the **PCC**.

20. Expiration of Contract

20.1 Unless terminated earlier pursuant to GCC Clauses 62 to 65, this Contract shall expire at the end of such period after the Effective Date as specified in the **PCC**.

21. Modifications or Variations

21.1 The Client may notify the IT Service Provider (Firm) to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.

21.2 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.

21.3 The IT Service Provider (Firm) shall submit to the Client an estimate for the proposed change in the Services within fifteen (**15**) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 21.2. The estimate shall comprise the following:

(a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;

(b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;

(c) a detail costing covering the total amount of the Variation Orders; and

(d) a proposed revision of the schedule of payments as approved, if required.

21.4 Variation Orders, as stated under GCC Sub Clause 21.2, costing within fifteen (**15**) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (**15**) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof.

21.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Clause 21, the breakdown of the unit prices provided in **Forms 5B3** and **5B4** shall be the basis.

C. IT Service Provider (Firm)'s Personnel and Sub-IT Service Provider (Firm)s

22. General

22.1 The IT Service Provider (Firm) shall employ and provide such qualified and experienced Personnel and Sub-IT Service Provider (Firm)s as are required to carry out the Services under the Contract.

23. Description of Personnel

23.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the IT Service Provider (Firm)'s Key Personnel are described in **Appendix 3**, to the Contract.

23.2 The periods of engagement of Key Personnel set forth in **Appendix 3** may be increased by agreement in writing between the Client and the IT Service Provider (Firm), if additional work is required beyond the Scope of the Services specified in **Appendix 1** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 46.2 of this Contract, this will follow procedures as stated under GCC Clause 21, including prior review where necessary.

24. Approval of Personnel

24.1 The Client approves the Key Personnel and Sub IT Service Provider (Firm)s listed by title as well as by name in **Appendix 3** to the Contract. In respect of other Personnel that the IT Service Provider (Firm) proposes to use in carrying out of the Services, the IT Service

Provider (Firm) shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

25. Working Hours, Overtime, Leave etc.

25.1 Working hours and holidays for Key Personnel are set forth in **Appendix 4** to the contract.

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

26. Removal and/or Replacement of Personnel

26.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the IT Service Provider (Firm), it becomes necessary to replace any of the Personnel, the IT Service Provider (Firm) shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Client, including prior review where necessary.

26.2 If the Client

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

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

then the IT Service Provider (Firm) shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement, a person with qualifications and experience, as stated under GCC Sub Clause 26.1, acceptable to the Client.

26.3 Any of the Personnel provided as a replacement under GCC Sub Clause 26.1 and 26.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the IT Service Provider (Firm) may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree;

(a) the IT Service Provider (Firm) shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

D. Obligations of the IT Service Provider (Firm)

27. Standard of Performance

27.1 The IT Service Provider (Firm) shall 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. The IT Service Provider (Firm) shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub IT Service Provider (Firm)s or Third Parties.

28. Conflict of Interests

28.1 The IT Service Provider (Firm) shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

29. IT Service Provider (Firm) Not to Benefit from Commissions Discounts etc.

29.1 The remuneration of the IT Service Provider (Firm) as stated under GCC Clause 46, 47 and 48 shall constitute the IT Service Provider (Firm)'s sole remuneration in connection with this Contract and, subject to GCC Sub Clause 29.1hereof,the IT Service Provider (Firm) shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the IT Service Provider (Firm) shall use their best efforts to ensure that any Sub-IT Service Provider (Firm)s, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

30. IT Service Provider (Firm) and Affiliates not to Engage in Certain Activities

30.1 The IT Service Provider (Firm) agrees that, during the term of this Contract and after its termination, the IT Service Provider (Firm) and any entity affiliated with the IT Service Provider (Firm), as well as any Sub-IT Service Provider (Firm) and any entity affiliated with such Sub-IT Service Provider (Firm), shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services.

31. Prohibition of Conflicting

31.1 The IT Service Provider (Firm) shall not engage, and shall cause their Personnel as well as their Sub-IT Service Provider (Firm)s and their

| **Activities** | | 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. |

32. Confidentiality

32.1 Except with the prior written consent of the Client, the IT Service Provider (Firm) and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the IT Service Provider (Firm) and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

[For the purposes of this Clause "confidential information" means any information or knowledge acquired by the IT Service Provider (Firm) and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]

33. Liability of the IT Service Provider (Firm)

33.1 The IT Service Provider (Firm), in lieu of or in addition to furnishing any Performance Security (as the case may be), shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 33.2 thru 33.6 inclusive for due performance of the Contract.

33.2 The IT Service Provider (Firm) shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:

(a) infringement or alleged infringement by the IT Service Provider (Firm) of any patent or other protected right; or

(b) plagiarism or alleged plagiarism by the IT Service Provider (Firm).

33.3 The IT Service Provider (Firm) shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the IT Service Provider (Firm) out of funds provided or reimbursed by the Client or used by the IT Service Provider (Firm) in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

33.4 The IT Service Provider (Firm) shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of IT Service Provider (Firm)'s failure to exercise the skill and care required under GCC Clause 27 provided:

(a) that the IT Service Provider (Firm) is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the **PCC**;

(b) that the ceiling on the IT Service Provider (Firm)'s liability under GCC Clause 27 shall be limited to the amount as specified in the **PCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by IT Service

Provider (Firm)'s gross negligence or reckless conduct; and

(c)   that the IT Service Provider (Firm)'s liability under GCC Clause 27 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.

33.5   In addition to any liability the IT Service Provider (Firm) may have under GCC Clause 27, the IT Service Provider (Firm), at their own cost and expense, upon request of Client; shall re-perform the Services in the event of IT Service Provider (Firm)'s failure to exercise the skill and care required under GCC Clause 27.

33.6   Notwithstanding the provisions of GCC Sub Clause 33.4(a), the IT Service Provider (Firm) shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

(a)   Client's overriding a decision or recommendation of the IT Service Provider (Firm) or requiring the IT Service Provider (Firm) to implement a decision or recommendation with which IT Service Provider (Firm) do not agree; or

(b)   the improper execution of the IT Service Provider (Firm)'s instructions by agents, employees or independent contractors of the Client.

34. Insurance to be taken out by the IT Service Provider (Firm)

34.1   The IT Service Provider (Firm)

(a)   shall take out and maintain, and shall cause any Sub-IT Service Provider (Firm)s to take out and maintain, at their (or the Sub-IT Service Provider (Firm)s, as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the **PCC**; and

(b)   at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

35. Accounting, Inspection and Auditing

35.1   The IT Service Provider (Firm) shall

(a)   keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;

and

(b)   periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (**5**) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

35.2 The IT Service Provider (Firm) shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

36. IT Service Provider (Firm)'s Actions Requiring Client's Prior Approval

36.1 The IT Service Provider (Firm) shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;

(b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and

(c) any other action that may be specified in the **PCC**.

36.2 Notwithstanding any approval under GCC Sub Clause 36.1(b), the IT Service Provider (Firm) shall remain fully liable for the performance of Services by the Sub-IT Service Provider (Firm) and its Personnel and retain full responsibility for the Services.

37. Reporting Obligations

37.1 The IT Service Provider (Firm) shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix.**

38. Proprietary Rights on Documents Prepared by the IT Service Provider (Firm)

38.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the IT Service Provider (Firm) for the Client under this Contract shall become and remain the absolute property of the Client, and the IT Service Provider (Firm) shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.

38.2 The IT Service Provider (Firm) may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.

38.3 Other restrictions, if any, about the future use of these documents and software, if any, shall be as specified in the **PCC**.

39. Proprietary Rights on Equipment and Materials Furnished by the Client.

39.1 Equipment, tools and materials made available to the IT Service Provider (Firm) by the Client, or purchased by the IT Service Provider (Firm) wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

39.2 Upon termination or expiration of this Contract, the IT Service Provider (Firm) shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

39.3 During the possession of such equipment and materials, the IT Service Provider (Firm), unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

E. Obligations of the Client

40. Assistance and Exemptions

40.1 The Client shall use its best efforts to ensure that the Government shall:

(a) provide the IT Service Provider (Firm), Sub-IT Service Provider (Firm)s and Personnel with documents as shall be necessary to enable the IT Service Provider (Firm), Sub-IT Service Provider (Firm)s or Personnel to perform the Services;

(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(c) assist the IT Service Provider (Firm) in obtaining necessary licenses and permits needed to carry out the Services; and

(d) provide to the IT Service Provider (Firm), Sub-IT Service Provider (Firm)s and Personnel any such other assistance as may be specified in the **PCC**.

41. Access to Land

41.1 The Client warrants that the IT Service Provider (Firm) shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The IT Service Provider (Firm) shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the IT Service Provider (Firm) and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the IT Service Provider (Firm) or any Sub-IT Service Provider (Firm) or the Personnel of either of them.

42. 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 IT Service Provider (Firm) in performing the Services, then the amounts otherwise payable to the IT Service Provider (Firm) under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 46.2.

43. Services and Facilities

43.1 The Client shall make available to the IT Service Provider (Firm), for the purposes of the Services, free of any charge, the services and facilities described in **Appendix 5** to the Contract at the times and in the manner specified.

43.2 In case that such services and facilities shall not be made available to the IT Service Provider (Firm) as specified in **Appendix 5**, the Parties shall agree on:

(a) any time extension that may be appropriate to grant to the IT Service Provider (Firm) for the performance of the Services;

(b) the manner in which the IT Service Provider (Firm) shall procure any such services and facilities from other sources, and

(c) the additional payments, if any, to be made to the IT Service

Provider (Firm) as a result thereof pursuant to GCC Sub Clause 46.3.

44. Counterpart Personnel

44.1 The Client shall make available to the IT Service Provider (Firm) free of charge such professional and support counterpart personnel, to be nominated by the Client with the IT Service Provider (Firm)'s advice, if specified in **Appendix 5B** to the contract.

44.2 If counterpart personnel are not provided by the Client to the IT Service Provider (Firm) as and when specified in **Appendix 5B**, the Client and the IT Service Provider (Firm) shall agree on;

(a)   how the affected part of the Services shall be carried out, and

(b)   the additional payments, if any, to be made by the Client to the IT Service Provider (Firm) as a result thereof pursuant to GCC Sub Clause 46.3.

44.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the IT Service Provider (Firm). If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the IT Service Provider (Firm) that is consistent with the position occupied by such member, the IT Service Provider (Firm) may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

F. Payments to the IT Service Provider (Firm)s

45. Payment

45.1 In consideration of the Services performed by the IT Service Provider (Firm) under this Contract, the Client shall make to the IT Service Provider (Firm) such payments and in such manner as stated under GCC Clauses 44 to 53.

46. Cost Estimate of Services: Ceiling Amount

46.1 An estimate of the cost of the Services is set forth in **Appendix 6** to the contract.

46.2 Except as may be otherwise agreed under GCC Clause 21 and subject to GCC Sub Clause 46.3, payments under this Contract shall not exceed the ceiling as specified in the GCC Sub Clause 49.1.

46.3 Notwithstanding GCC Sub Clause 46.2, if pursuant to any of the GCC Clauses 42, 43 or 44, the Parties shall agree that additional payments as the case may be, shall be made to the IT Service Provider (Firm) in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 46.1 above, the ceiling set forth in GCC Sub Clause 46.2 above shall be increased by the amount of any such additional payments.

47. Payments: General

47.1 Payments due to the IT Service Provider (Firm) in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the IT Service Provider (Firm) specified in the **PCC**, nominated by the IT Service Provider (Firm) in the currency specified in the Contract.

47.2 With the exception of the final payment as stated under GCC Clause 55, payments do not constitute acceptance of the Services nor relieve the IT Service Provider (Firm) of any obligations hereunder.

48. Remuneration and Reimbursable Expenses

48.1 Subject to the ceiling specified in GCC Sub Clause 46.2, the Client shall pay to the IT Service Provider (Firm)

(a) Remuneration as set forth in GCC Sub Clause 48.2; and

(b) Reimbursable Expenses as set forth in GCC Sub Clause 48.5.

48.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined, pursuant to GCC Sub Clause 19.1, or such other date as the Parties shall agree in writing.

48.3 The remuneration rates referred to under Clause 48.1(a) above shall cover:

(a) such salaries and allowances as the IT Service Provider (Firm) shall have agreed to pay to the Personnel; as well as

(b) factors for social charges and overhead, and

(c) the IT Service Provider (Firm)'s fee.

48.4 Remuneration for periods of less than one (1) month shall be calculated on a calendar-day basis for time spent on the assignment ;one (1) day being equivalent to 1/30th of a month.

48.5 Reimbursable expenses actually and reasonably incurred by the IT Service Provider (Firm) in the performance of the Services, as provided under the Contract.

49. Contract Price

49.1 The Contract Price is set forth in the **PCC**.

50. Payment for Additional Services

50.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 21.

51. Modes of Payment

51.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 52, 53 and 55.

52. Advance Payment

52.1 If so specified in the **PCC**, an Advance Payment shall be made to the IT Service Provider (Firm), of the amount and within the number of days after the Effective Date as specified in the **PCC**. The Advance Payment shall be made against the provision of a Bank Guarantee by the IT Service Provider (Firm) which shall:

(a) remain effective until the Advance Payment has been fully amortized as specified in the **PCC**; and

(b) be in the format, without any alteration, as shown in **Appendix 7**.

	52.2	Advance Payments shall be amortized by the Client in the manner as specified in the **PCC** until fully offset.
53. Interim Payments	53.1	Subject to the provision of Advance Payment stated in GCC Clause 52, as soon as practicable and not later than fifteen (**15**) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the **PCC**, the IT Service Provider (Firm) shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 48 to 55 for such month, or any other period indicated in the **PCC**. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

53.2 The Client shall pay the IT Service Provider (Firm) within thirty (**30**) days after the receipt by the Client, of the invoices.

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

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

54. Amendment to Contract

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

54.2 The Client shall amend the Contract, incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and, introduced to the original terms and conditions of the Contract, including prior review where necessary.

55. Final Payment

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

56. Suspension of

56.1 The Client may, by written notice of suspension to the IT Service

Payments

Provider (Firm), suspend all or part of the payments to the IT Service Provider (Firm) hereunder if the IT Service Provider (Firm) fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a)   shall specify the nature of the failure, and

(b)   shall request the IT Service Provider (Firm) to remedy such failure within a period not exceeding thirty (**30**) days after receipt by the IT Service Provider (Firm) of such notice of suspension.

G. Time Control

57. Performance Security

57.1   The Client shall notify the IT Service Provider (Firm) of any claim made against the bank issuing the Performance Security.

57.2   The Client may claim against the Performance Security if any of the following events occurs for fourteen (14) days or more.

(a) The IT Service Provider (Firm) is in breach of the terms and conditions of Contract and the Client has duly notified him or her; and

(b) The IT Service Provider (Firm) has not paid an amount due to the Client and the Client has duly notified him or her.

57.3 In the event as stated under GCC Sub Clause 57.2, the Client shall assess the estimated compensation payable by the IT Service Provider (Firm) and the Client shall call for the amount of such compensation from the PS. If it is found that the compensation is to the full value or more of the PS, the IT Service Provider (Firm) is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more.

57.4 If there is no reason to call the Security, the Security shall be discharged by the Client to the IT Service Provider (Firm) not later than twenty-eight (28) days following the date of Completion of the IT Service Provider (Firm)'s performance obligations under the Contract.

58. Completion of Services

58.1   The IT Service Provider (Firm) shall carry out the Services in accordance with the Programme submitted by the IT Service Provider (Firm) and, as updated with the approval of the Client, and complete them in all respects by the Intended Completion Date, as specified in the GCC Sub Clause 20.1.

59. Early Warning

59.1   If at any time during performance of the Contract, the IT Service Provider (Firm) or its Sub-IT Service Provider (Firm)s should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the IT Service Provider (Firm) shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the IT Service Provider (Firm)'s notice, the Client shall evaluate the situation, and the IT Service Provider (Firm) shall cooperate with the Client in making and considering proposals for how the effect of such an

event or circumstance can be avoided or reduced.

60. Extension of the Intended Completion Date

60.1 In the event the IT Service Provider (Firm) is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the IT Service Provider (Firm), including prior review where necessary, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.

61. Progress Meetings

61.1 The Client and the IT Service Provider (Firm) shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.

61.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the IT Service Provider (Firm) for action.

H. Good Faith and Fairness

62. Good Faith and Fairness

62.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

62.2 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 Sub Clause 74.2.

I. Termination and Settlement of Disputes

63. Termination for Default

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

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

    (a) If the IT Service Provider (Firm) fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (**30**) days of receipt of such notice of suspension or within such further period as the Client may have

subsequently approved in writing;

(b) If the IT Service Provider (Firm) submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the IT Service Provider (Firm) knows to be false;

(c) If the IT Service Provider (Firm), in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;

(d) If the IT Service Provider (Firm) or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 74.2;

(e) If the Client fails to pay any money due to the IT Service Provider (Firm) pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 74.2 within forty-five (**45**) days after receiving written notice from the IT Service Provider (Firm) that such payment is overdue; or

(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (**45**) days (or such longer period as the IT Service Provider (Firm) may have subsequently approved in writing) following the receipt by the Client of the IT Service Provider (Firm)'s notice specifying such breach.

64. Termination for Insolvency

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

(a) the Client becomes bankrupt or otherwise insolvent;

(b) the IT Service Provider (Firm) becomes (or, if the IT Service Provider (Firm) consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

65. Termination for Convenience

65.1 The Client, by notice sent to the IT Service Provider (Firm), may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the IT Service Provider (Firm) under the Contract is terminated, and the date upon which such termination becomes effective.

66. Termination because of Force Majeure

66.1 The Client and the IT Service Provider (Firm) may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the IT Service Provider (Firm) is unable to perform a material portion of the Services for a period of not less than sixty (**60**) days.

67. Force Majeure

67.1 For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

67.2 Force Majeure shall not include any:

(a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-IT Service Provider (Firm)s or agents or employees, or

(b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

67.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

67.4 The Head of the Procuring Entity decides the existence of a Force Majeure that will be the basis for measures to be taken by either Party, as stated under GCC Sub Clause 69.1.

68. No Breach of Contract

68.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

69. Measures to be Taken on Force Majeure

69.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

69.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (**14**) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

69.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such

action as a result of Force Majeure.

69.4   During the period of their inability to perform the Services as a result of an event of Force Majeure, the IT Service Provider (Firm), upon instructions by the Client, shall either:

(a)   demobilize, in which case the IT Service Provider (Firm) shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b)   continue with the Services to the extent possible, in which case the IT Service Provider (Firm) shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

70. Cessation of Rights and Obligations

70.1   Upon termination of the Contract pursuant to GCC Clause 62 to 65, or upon expiration of this Contract pursuant to GCC Clause 20, 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 32;

(c)   the IT Service Provider (Firm)'s obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 35; and

(d)   any right which a Party may have under the Applicable Law.

71. Cessation of Services

71.1   Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, the IT Service Provider (Firm) shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the IT Service Provider (Firm) and equipment and materials furnished by the Client, the IT Service Provider (Firm) shall proceed as provided, respectively, by GCC Clause 38 and or 39.

72. Payment upon Termination

72.1   Upon termination of this Contract pursuant to GCC Clause to 63 to 66, the Client shall make the following payments to the IT Service Provider (Firm):

(a) payment pursuant to GCC Clause 46 to 55 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), & (c) and GCC Sub Clause 64.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

73. Disputes about Events of Termination

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

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

74. Settlement of Disputes

74.1 Amicable Settlement

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

74.2 Arbitration

(a)   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.

(b)   (b) 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**.

(c)   Notwithstanding any reference to arbitration herein

(i)   the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(ii)   the Client shall pay the IT Service Provider (Firm) any monies due the IT Service Provider (Firm)

74.3   The expiration of the Intended Completion Date under GCC Sub Clause 60.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Sub Clause 74.1 and 74.2 shall not be deemed a termination of the Contract.

Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO: 35.02.0000.008.35.030.22-421,422,423,424,425
1.1 (b) 1.1 (e)	The Client is **Dhaka Transport Co-ordination Authority (DTCA)** **12th – 13th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.** Authorized Representative is: **Executive Director** **Dhaka Transport Co-ordination Authority (DTCA)** **12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.** The IT Service Provider (Firm) is [insert name, address and name of authorized representative]
GCC 2.1	The assignment is to be completed in the following phases: **1. Operation and Maintenance Service of DTCA Clearing House;**
GCC 3.1	The **Client's** addresses for the purpose of Communications and Notices under this Contract is : **Contact Person: Mukul Chandra Mahanta** Address : **Programmer (Database), Dhaka Transport Coordination Authority (DTCA), Ministry of Road Transport and Bridges, Room No-1317, 12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.** Tel: **+880-1717-489447** Fax: **Not Applicable** E-mail address: **mukul.oracle@gmail.com**
	The **IT Service Provider (Firm)'s** addresses for the purpose of Communications and Notices under this Contract is: **Contact Person:** Address : Tel : Fax : e-mail address:

	[If the IT Service Provider (Firm) is a Joint Venture the Contact Person shall be designated from the Leading Partner]

GCC 6.1(e)	The following documents shall form the part of the Contract:
	
	Appendix 1: Description of the Services *(ToR)*
	Appendix 2: Reporting Requirements
	Appendix 3: Key Personnel and Sub IT Service Provider (Firm)s
	Appendix 4: Hours of Work for Key Personnel
	Appendix 5: Services and Facilities to be provided by the Client
	Appendix 6: Cost Estimates
	Appendix 7: Form of Bank Guarantee for Advance Payment *(Not Applicable)*
	Appendix 8: Form of Bank Guarantee for Performance Security
	Additional:
	    • *Notification of Award (NoA)*
	    • *Request of Expression of Interest (REoI)*

GCC 8.1	Non-eligible countries are *Israel.*
GCC 11.1	The Member-in-Charge is: **Not Applicable.**
GCC 12.1	The Authorized Representatives are: **For the Client** *Executive Director* *Dhaka Transport Co-ordination Authority (DTCA)* *12th Floor, Nagar Bhaban, 5, Phoenix Road, Fulbaria, Dhaka-1000.* **For the IT Service Provider (Firm):** *[insert name with designation as in GCC Sub Clause 3.1]*
GCC 17.1	The conditions for effectiveness of the Contract are the following: ***The IT Service Provider (Firm) receives at least 15-days of hands-on training provided by the client or its representative in this case.***
GCC 18.1	***The services will be commenced on the same day the contract becomes effective.***
GCC 19.1	The Contract period shall be *365 days* after the Effective Date of the Contract. ***But, it may be extended based on the requirements of the client and performance of the IT Service Provider (Firm).***
GCC 20.1	The Contract shall expire at the end of *365* days after the Effective Date of the Contract. ***But, if the performance of the firm is not satisfactory to the client, it may lead to premature termination of the contract agreement.***
GCC 33.4(a)	The IT Service Provider (Firm) is notified of such actions, claims, losses or damages as mentioned in GCC 33.4(b) of this section, not later than *12 (Twelve*

	months after conclusion of the Services.
GCC 33.4(b)	(i) The liability of IT Service Provider (Firm)'s shall be *'150% (One Hundred and Fifty Percent) of contract value OR any loss, manipulation and actual damage of clearing house system (server, software, program code, hardware, data, transaction, documentation, system specification, system password, theft of data due to malware/virus/ransomware execution) caused by the IT Service Provider (Firm) while rendering operation and maintenance service, whichsoever is higher.* (ii) *Legal actions and punitive measures will be taken as per applicable laws of Bangladesh;*
GCC 34.1(a)	The risks and the coverage shall be as follows: **Not Applicable**
GCC 36.1(c)	The other actions that shall require Client's approval are: 1. Replacement of Key Personnel. 2. Violation of Non-Disclosure Agreement. 3. Breach of any kind of System Integrity or System Security. 4. Any Change in daily shift. 5. Any other issues deemed to be necessary.
GCC 38.3	The other restrictions about future use of documents and software are; *"The IT Service Provider (Firm) shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".*
GCC 40.1(d)	Assistance for carrying out the Services to be provided by the Client are; 1. *All required existing user manuals and system specification documents upon signing an NDA (Non-Disclosure Agreement) with Procuring Entity.* 2. *Work space, chair, table, network connectivity, electricity.* 3. *Procuring Entity may impose a penalty in case of any sort of Service failure/abruption while rendering clearing house operation and maintenance service.*
GCC 47.1	The particulars of the Bank Account nominated are as follows: Title of the Account : *[insert title to whom the Contract awarded]* Name of the Bank : *[insert name with code, if any]* Name of the Branch : *[insert branch name with code ,if any]* Account Number : *[insert number]* Address : *[insert location with district]* Tel :

	Fax : e-mail address : *[information furnished by the IT Service Provider (Firm) shall be substantiated by the concerned Bank and authenticated by the Client]*
GCC 49.1	The Contract Price is *[insert amount]*
GCC 52.1	**Advance Payment: *Not Applicable***
GCC 52.2	**Advance Payment** will be amortized by the Client in the following manner: ***Not Applicable.***
GCC 53.1	The IT Service Provider (Firm) shall submit to the Client itemized statements at time intervals of *1 Month*. The **Performance Security** shall be released when the total payments reach Hundred (**100**) percent of the Final Contract Price and *12 (Twelve)* months after conclusion of the Services.
GCC 53.3	The IT Service Provider (Firm) shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate; **Not Applicable**
GCC 54.1	*The Scope of the operation and maintenance services of the DTCA Clearing House may be expanded in future if required by the client.*
GCC 73.2(b)	The place of Arbitration is: *Road Transport & Highways Division (RTHD)* *Ministry of Road Transport & Bridges*

Section 5. Proposal & Contract Forms

5A. Technical Proposal - Standard Forms

[Comments in brackets provide guidance to the short-listed IT Service Provider (Firm)s for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

[Forms 5A1 to 5A8 are to be used for the preparation of the Technical Proposal according to the instructions as stated under ITC Sub Clause 23.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]

5A1 Technical Proposal Submission Form

5A2 IT Service Provider (Firm)'s Organization and Experience
   a. IT Service Provider (Firm)'s Organization
   b. IT Service Provider (Firm)'s Experience

5A3 Comments or Suggestions on the Terms of Reference and, on Services and Facilities to be provided by the Client

   a. On the Terms of Reference
   b. On the Client's Services 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 Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[insert title of assignment]* in accordance with your Request for Proposal dated *[dd/mm/yy]* 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 IT Service Provider (Firm), also specify, whether they are in Joint Venture or as Sub-IT Service Provider (Firm)s]*.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC Sub Clause 30.1 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence the consulting services related to the assignment not later than the date indicated in ITC Sub Clause 56.1of the Proposal Data Sheet.

We also confirm that the Government of Bangladesh has not declared us, or any Sub -IT Service Provider (Firm)s 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 as stated under ITC Clause 4.

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

We remain,

Yours sincerely,

Authorized Signature *[in full and initials]*	
Name and designation of Signatory	
Name of Firm	
Address	

Form 5A2   IT Service Provider (Firm)'s Organization and Experience

IT Service Provider (Firm)'s Organisation

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

IT Service Provider (Firm)'s Experience

Major Works 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:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organization: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Staff-Months
Name of Joint Venture IT Service Provider (Firm)s, if any:		No of Staff-Months of Professional Staff provided by Joint Venture IT Service Provider (Firm)s:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Staff:		

Firm's Name:	
Authorized Signature:	

Form 5A3   Comments and Suggestions on the Terms of Reference and, on Services and Facilities to be provided by the Client

On the Terms of Reference

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

On Services and Facilities

[*Comment here on services and facilities to be provided by the Client as stated under ITC Sub Clause 28.1. 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 divided into the following three chapters:

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.]*

a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This Chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the IT Service Provider (Firm) to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this Chapter of the Technical Proposal.

b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule of **Form 5A5**.

c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this Chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of **Form 5A6**, and the Staffing schedule of **Form 5A7**. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.

Form 5A5 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
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 Client 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

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	Total
1																	
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 commencement of the services. For each staff indicate separately staff-month input for home and field work.

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

Name of the IT Service Provider (Firm)	
RFP IDENTIFICATION NO:	
Name of the Client	

1	PROPOSED POSITION FOR THIS PROJECT	*[From the Terms of Reference, state the position which the IT Service Provider (Firm) will be engaged. Only one candidate shall be nominated for each position]*
2	NAME OF STAFF	*[state full name]*
3	DATE OF BIRTH	
4	NATIONALITY	
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	*[state rank and name of society and year of attaining that rank]*
6	EDUCATION:	*[list all the colleges/universities which the IT Service Provider (Firm) attended, stating degrees obtained, and dates, and list any other specialised education of the IT Service Provider (Firm)]*
7	OTHER TRAINING	*[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the IT Service Provider (Firm)]*
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u> <u>Speaking</u> <u>Reading</u> <u>Writing</u> *e.g. English* *Fluent* *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 IT Service Provider (Firm) should clearly distinguish whether as an "employee" of the firm or as a "IT Service Provider (Firm)" or "Advisor" of the firm]* *[The IT Service Provider (Firm) should clearly indicate the Position held and give a brief description of the duties in which the IT Service Provider (Firm) was involved]*

		FROM:	TO:
EMPLOYER 1		*[e.g. January 1999]*	*[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]*
12	COMPUTER SKILLS	*[give details of knowledge and skills]*

CERTIFICATION *[do not amend this certification]*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before submission of this Proposal, (ii) I have not offered my CV to be proposed by a Firm other than this IT Service Provider (Firm) for this assignment and, (iii) to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I also understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

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

YES ☐   **NO** ☐

Signature	
Date of Signing	
	Day / Month / Year

Extra: Operation and maintenance plan (required by Client)

A.   Software update and maintenance, if required by the Client

B.   System and database management

C.   Mitigation of technological changes

D.   Technical support plan to the Client / users and the recipient of services defined by the Client

E.   Deliverables required for smooth operation

F.   Data and access control audit

G.   Handover plan to future Special Purpose Company (SPC), if required by the client.

5B.   Financial Proposal - Standard Forms

[Comments in brackets provide guidance to the short-listed IT Service Provider (Firm)s 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 as stated under ITC Sub Clause 25.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]*

5B1   Financial Proposal Submission Form

5B2   Summary of Costs

5B3   Breakdown of Staff Remuneration

5B4   Breakdown of Reimbursable expenses

Form 5B1   Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[insert date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[insert amount in words and figures]*. This amount is exclusive of local taxes, which we have estimated at *[insert amount in words and figures]* and, which shall be discussed during negotiations and shall be added to the above amount for determining the Contract Price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC Sub Clause 30.1 of the Proposal Data Sheet.

Commissions and Gratuities paid or to be paid by us to the agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount	Purpose of Commission or Gratuity

OR

No Commissions or Gratuities have been paid or are to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract.

In accordance with GCC Sub Clause 34, we acknowledge and accept the Client's right to inspect and audit all records relating to our proposal irrespective of whether we enter into a Contract with the Client as result of this Proposal.

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

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

Signed
In the capacity of:
Duly authorized to sign the Proposal on behalf of the IT Service Provider (Firm).
Date:

Form 5B2 Summary of Costs

Cost Component	Costs
Staff Remuneration[1]	
Reimbursable Expenses[1]	
Total	

[1]Staff Remuneration and Reimbursable Expenses must coincide with relevant Total Costs, net of local taxes to be paid by the Client, indicated in **Forms 5B3 and 5B4**.

Form 5B3 Breakdown of Staff Remuneration

[information to be provided in this Form shall only be used to establish payments to the IT Service Provider (Firm) for possible additional services requested by the Client]

Name[1]	Position[2]	Staff-month Rate[3]	Input[3] (Staff-months)	[Indicate Sub Cost for each staff] [4]
Staff				
		Head Office		
		Field		
Total =				

[1]Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g. draftsmen, clerical staff).
[2]Positions must coincide with the ones indicated in Form 5A7.
[3]Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
[4]For each staff indicate the remuneration. *Remuneration = Staff-month Rate x Input.*

Form 5B4   Breakdown of Reimbursable Expenses

[information to be provided in this Form shall only be used to establish payments to the IT Service Provider (Firm) for possible additional services requested by the Client]

N°	Description[1]	Unit	Unit Cost[2]	Quantity	Indicate sub cost for each item[3]		
	Per diem allowances	Day					
	Travel expenses	Trip					
	Communication costs between [insert place] and [insert place]						
	Drafting, reproduction of reports						
	Equipment, instruments, etc.						
	Materials, supplies, etc.						
	Use of computers software						
	Laboratory tests						
	Subcontracts						
	Other transportation costs						
	Office rent, clerical assistance						
	[4]Others (specify)						
	Total Costs						

[1]Delete items that are not applicable or, add other items according to **ITC Sub Clause 25.1** of the   Proposal Data Sheet
[2]Indicate unit cost
[3]Indicate the cost of each reimbursable item. *Cost = Unit Cost x Quantity*
[4] No provision on account of physical contingency shall be kept wherein the scope of work has been precisely defined

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 client]* (hereinafter called the "Client") and, on the other hand, *[insert name of IT Service Provider (Firm)]* (hereinafter called the "IT Service Provider (Firm)").

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

WHEREAS

(a) the Client has requested the IT Service Provider (Firm) to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the IT Service Provider (Firm), having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

(c) the Client has received a credit/ loan/ grant from *[insert name of Development Partner]* towards the cost of the services under this Contract, it being understood (i) that payments by the Development Partner will be made only at the request of the Client and upon approval by the Development Partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client.
[delete this Clause if not applicable].

NOW THEREFORE the parties hereto hereby agree as follows:

1.   The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
(a) The Form of Contract;
(b) The Particular Conditions of Contract (PCC);
(c) The General Conditions of Contract (GCC),
(d) The Appendices (1 to 8).

[*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: Key Personnel and Sub IT Service Provider (Firm)s
        Appendix 4: Hours of Work for Key Personnel
        Appendix 5: Services and Facilities to be provided by the Client
        Appendix 6: Cost Estimates
        Appendix 7: Form of Bank Guarantee for Advance Payment
        Appendix 8: Form of Bank Guarantee for Performance Security

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

(a)   the IT Service Provider (Firm) shall carry out the Services in accordance with the provisions of the Contract; and

(b)   the Client shall make payments to the IT Service Provider (Firm) in accordance with the provisions of the Contract.

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

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

_____

[Authorized Representative]

For and on behalf of *[name of IT Service Provider (Firm)]*

_____

[Authorized Representative]

[*If the IT Service Provider (Firm) constitutes of more than one entity, all these entities should appear as signatories, in the following manner:*]

For and on behalf of each of the Members of the IT Service Provider (Firm)

[name of member]

_____

[Authorized Representative]

[name of member]

_____

[Authorized Representative]

5D. Appendices

Appendix 1 Description of the Services

Include the final Terms of Reference worked out by the Client and the IT Service Provider (Firm) during Technical Proposal negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix 2 Reporting Requirements

List here 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 IT Service Provider (Firm)s

List hereunder:

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 IT Service Provider (Firm)s (if already available); same information with respect to their Personnel as in 3A.

Appendix 4 Hours of Work for Key Personnel

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

Appendix 5 Services and Facilities to be provided by the Client

List under:

5A Services and Facilities to be made available to the IT Service Provider (Firm) by the Client.

5B Professional and support counterpart personnel to be made available to the IT Service Provider (Firm) by the Client.

Appendix 6 Cost Estimates

List hereunder cost estimates:

A. Monthly rates for Personnel (Key Personnel and other Personnel)

B. Reimbursable expenses: *Not Applicable*

Appendix 7   Bank Guarantee for Advance Payments

[Not Applicable]

Contract No: Date:

To:

[Name and address of Client]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of IT Service Provider (Firm)]* (hereinafter called "the IT Service Provider (Firm)") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract") for the delivery of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to GCC Sub Clause 52.1, Advance Payment(s) on Contracts must be supported by a Bank Guarantee.

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

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the IT Service Provider (Firm), 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 is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature   Signature

Appendix 8   Bank Guarantee for Performance Security

[this is the format for the format for the Performance Security to be issued by a schedule Bank of Bangladesh, when applicable, in accordance with ITT Clauses 54 and 55 pursuant to Section 62(2) of PPA 2006 and Rule 27(10) and 125(2) of the Public Procurement Rules, 2008.]

Reference No: Date:

To:

[Name and address of Client]

Performance Security No:

We have been informed that *[name of IT Service Provider (Firm)]* (hereinafter called "the IT Service Provider (Firm)") has undertaken, pursuant to Contract for *[insert name of the Contract]* (hereinafter called "the Contract") for the provision of service for *[description of consulting service in brief]* under the Contract.

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

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

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

[Signatures of authorized representatives of the Bank]

Signature   Seal

Section 6.   Terms of Reference (TOR)

Government of the People's Republic of Bangladesh

Ministry of Road Transport & Bridges

Road Transport & Highways Division

Dhaka Transport Co-ordination Authority (DTCA)

Terms of Reference (ToR) of Information Technology (IT) Service Provider

for

Transport Clearing House Operation & Maintenance

Assignment Title	:	DTCA Clearing House operation and maintenance service.
Assignment duration	:	Preliminary 12 (twelve) Months, extendable on the basis of performance and requirement.
Primary assignment location	:	Nagar Bhaban, 12-13th Floor, Fulbaria, Dhaka-1000
Funding source(s)	:	(GoB) Revenue budget of DTCA
Contracting entity	:	Executive Director, Dhaka Transport Coordination Authority (DTCA)

1. Background

DTCA has established a Clearing House (hereinafter "CH") System for fare collection and settlement of Public Transport Operators (MRT, BRT, Buses etc.). An automated fare collection system for the public transport aims to integrate all modes of transportation through an interface known as IC card (Rapid Pass card) and Clearing House (CH) system has been developed by DTCA. Fare collection and settlement of MRT Line-6 will be done through Rapid Pass Card and MRT Pass Card with the integration between Clearing House System and MRT Line-6. To this end, a Revised Memorandum of Understanding (RMoU) was signed among Road Transport & Highways Division (RTHD), Dhaka Transport Coordination Authority (DTCA), Dhaka Mass Transit Company Limited (DMTCL), and Japan International Cooperation Agency (JICA) on 26 October 2019. A Special Purpose Company (SPC) will be formed for the purpose of operation and maintenance of Clearing House System and the Rapid Pass Card Business Expansion. SPC formation is in process. Metrorail Line-6 is expected to start operations in December 2022, within this period the formation of SPC will not be completed. Before formation of SPC, Clearing House will be run by DTCA from revenue budget. Hence, DTCA wants to appoint one national Information Technology (IT) Service Provider (Firm) for Clearing House Operation and Maintenance.

2. Objectives of the Assignment

2.1 The clearing house system must be operated, monitored and maintained 24 hours a day, seven days a week and 3(Three) shifts per day by the IT service provider.

2.2 Ensure the clearing house system runs smoothly.

2.3 Provide hardware and operational support of the clearing house system and resolve troubleshooting.

2.4 Fare settlement for various public transport operators should be completed within specified time.

2.5 Perform daily monitoring and troubleshooting of various server and network systems.

2.6 Report to the authority (DTCA) on the operation and maintenance services of the clearing house system mentioned as per clause 6.

3. Scope of Services

3.1 The Service Provider shall be a national Information Technology (IT) firm (hereinafter referred to as the "Service Provider") that will provide Clearing House operations and maintenance services. In order to provide Clearing House service to Metrorail Line-6, 8(Eight) IT personnel will have to work 24/7 (24 hours, 7 days a week) in 3(Three) shifts per day, including weekly and public holidays. Table 2-1 shows the list of potential manpower by shifts,

Table 2-1 Daily Shift Information

Shift No.	Duration	Responsibilities	No. of Personnel (Shift-wise)
1st Shift	08:00~16:00	Operation Management, Issue Register &Emergency Support	2
2nd Shift	16:00~00:00	Operation and Maintenance	2
3rd Shift	00:00~08:00	Maintenance and Monitoring	2

3.2 The objective of the IT Service Provider is to achieve efficient and proper operation and maintenance of the CH during the assigned period through the following works:

3.2.1 **Hardware support:** The clearing house servers such as IDMS, monitoring server, settlement server, etc. should be checked round the clock, and troubleshooting should be done if necessary. The network functionality of the server needs to be confirmed. Hardware support will be needed in all of the 3 shifts.

3.2.1.1 **Monitoring the following Hardware:**
1. Physical Server (ID Management Server, Settlement Server, Monitoring Server, Storage Server, Document Server, Web Server, etc.)
2. Server Storage (Storage Server, Linear Tape-Open drive, Hard drive, etc.)
3. Networking equipment (Router, Switch, VPN Router, etc.)

3.2.1.2 **Performing the following maintenance tasks:**
1. Hardware Health Check (Temperature, Input/Output summary, Storage capacity, etc.)
2. Hardware Troubleshooting
3. Hardware Repairing or Replacement

3.2.1.3 **Network Maintenance:**
1. Ensure Network communication (maintain a stable connection) and connectivity.

3.2.2 **Operational support:** The most important part of operational support is the settlement of the financial transaction through the software and it must be completed within the stipulated time. Software functionality needs to be checked whether it is working correctly or not and transaction functionality needs to be ensured. Hardware troubleshooting has to be done and transactional records should be managed.

3.2.2.1 **System application Monitoring:**
1. Software Monitoring
2. Server-side Application (Batch Application, Rapidware_IDMS, CH Terminal, etc.)
3. Server-side 3rd party tools (Express Cluster, Acronis, NagiOS, etc.)
4. Database Monitoring
5. Transaction Monitoring

3.2.2.2 **Settlement:**
1. PTO Settlement and Cross check
2. Agent Settlement and Cross check

      3. CHU Settlement and Cross check

      4. DTCA Account(s) Cross check

3.2.2.3 Error Handling and Troubleshooting

3.2.2.4 PTO or Agent Addition

3.2.2.5 System Security Maintenance

3.2.2.6 Reporting

Note: Procuring Entity will provide with detailed task list when required.

4. Qualification Criteria of the IT Service Provider

4.1 Must be a local IT/ITES firm/service provider with minimum 7 years of total experience in development, surveillance/monitoring, operation and maintenance of IT infrastructure/ Financial Service/Banking System. Documentary evidence (Work completion certificate, experience certificate) must be provided.

4.2 Must have minimum 4 years of experience in development, surveillance/monitoring, operation and maintenance of medium/ large-scale IT infrastructure/ Financial Service/Banking System, which processes a huge amount of data in a short period of time and has common functions about error handling and log output. Documentary evidence (Work completion certificate, experience certificate) must be provided.

4.3 Experience in system development, operation and maintenance of Clearing House System/ Transport Ticketing Solution/IC card-based system will be given preference. Documentary evidence (Work completion certificate, experience certificate) must be provided.

4.4 Must have liquid assets as working capital or credit line of minimum BDT. 75 Lakh.

4.5 Must have Yearly turnover of minimum BDT. 60 Lakh. Must submit updated audit report of previous 1(One) year.

4.6 Must have minimum of 30 (Thirty) total employees and of which minimum of 15 (Fifteen) total IT personnel (both for software support and network operation/maintenance related).

4.7 Must have valid Up to Date trade license, Income Tax Payment certificates, VAT Registration certificates, Certificate of Incorporation (if any).

5. Manpower Required for the Service

5.1 Tentative Manpower resources:

The Service Provider's working team shall consist of the following key personnel. The allocation of manpower for different shifts will be as shown in Tables **5-1** and **5-2**.

Table 5-1 Manpower and Designation

Designation	Short Form	No. of Positions
Team Leader / Operation Manager	TL	1
Senior System Engineer	SSE	1
System Engineer	SE	2
Maintenance Engineer	ME	4
Total		**8**

Table 5-2 Detail Shifting Structure (Matrix)

Day of the Week	Work Schedule (Timeframe)		
	08:00~16:00 hrs.	16:00~00:00 hrs.	00:00~08:00 hrs.
Sunday	TL, SE-1	SSE, SE-2	ME-1, ME-2
Monday	SSE, SE-2	TL, SE-1	ME-3, ME-4

Day of the Week	Work Schedule (Timeframe)		
	08:00~16:00 hrs.	16:00~00:00 hrs.	00:00~08:00 hrs.
Tuesday	TL, SE-1	SSE, SE-2	ME-1, ME-2
Wednesday	SSE, SE-2	TL, SE-1	ME-3, ME-4
Thursday	TL, SE-1	SSE, SE-2	ME-1, ME-2
Friday	ME-3	ME-4	ME-1, ME-2
Saturday	ME-1	ME-2	ME-3, ME-4

N.B.: 1. Includes all public and government holidays.

2. Shifting time can be modified later on.

5.2 Detail Qualification of Team Members:

It is desirable for the Service Provider to have sufficient experience in Operation & Maintenance of System management in any large-scale private/government/autonomous IT organizations. Furthermore, the service provider is required to have sufficient knowledge of the Clearing House System. The detailed qualifications of key personnel consisting of Team Members are given in Table **5-3**. Their respective CV's along with relevant academic and professional certificates must be included.

Table 5-3 Detailed Qualifications of the Key Team Members

Designation	Academic qualification, professional experience and other competencies

Team Leader or Operation Manager	**Academic qualifications (Submission of copy of certificate is mandatory):**
	• Bachelor degree in any Science/Engineering discipline from any UGC approved university.
	• Post-Graduation in any IT/Management discipline from any UGC approved university will be given preference.
	N.B.: In case of foreign degree, equivalency certificate from UGC has to be submitted.
	
	Professional Experience (Submission of copy of certificate is mandatory):
	General:
	  • Minimum 10 Years of professional experience in IT related job.
	Specific:
	  • Minimum 5 Years of experience as a Team Leader or Operation Manager or equivalent post in IT field.
	  • Experience in Linux-based system.
	  • Experience and clear understanding of the Clearing House/ Banking system and architecture.
	  • Experience in Operation and Maintenance of IC Card-based System will be given preference.
	Competencies:
	• Excellent understanding of the service goals and objectives.
	• Good communication and interpersonal skills.
	• Capable of maintaining strong relationships.
	• Strong organizational and multi-tasking skills.
	• Excellent analytical and problem-solving abilities.

Designation	Academic qualification, professional experience and other competencies
	• Team-management and leadership skills. • Documentation management and ability to use project management tools. • Attention to detail even under pressure. • Time management skills with the ability to meet deadlines. • Ability to work in night-shift if necessary.

Senior System Engineer	**Academic qualifications (Submission of copy of certificate is mandatory):**
	• Bachelor degree CSE/CS/ICT/IT/Software Engineering/EEE/ETE/ECE or IT relevant field from any UGC approved university.
	N.B.: In case of foreign degree, equivalency certificate from UGC has to be submitted.
	
	Professional Experience (Submission of copy of certificate is mandatory):
	General:
	   • Minimum 8 Years of professional experience in IT related job.
	Specific:
	   • Experience in and clear understanding of Clearing House/ Banking/ Financial/ Ticketing system design, development, and implementation of software systems, applications, and related products.
	   • Experience in Linux-based system
	   • Experience in MySQL Database
	   • Experience in systems planning, security principles, and general software management.
	   • Experience in Operation and Maintenance of IC Card-based System will be given preference.
	
	Competencies:
	• Excellent understanding of the service goals and objectives.
	• Knowledge of applicable data privacy practices and laws.
	• Good project management skills.
	• Excellent written, oral, and interpersonal communication skills.
	• Ability to conduct research into systems issues and products as required.
	• Ability to communicate ideas in both technical and user-friendly language.
	• Highly self-motivated and directed, with keen attention to detail.
	• Analytical and creative problem-solving abilities.
	• Able to prioritize and execute tasks in a high-pressure environment.
	• Strong customer service orientation.
	• Ability to work in a team-oriented and collaborative environment.
	• Ability to work in night shift, if necessary.

Designation	Academic qualification, professional experience and other competencies
Maintenance Engineer	**Academic qualifications (Submission of copy of certificate is mandatory):** • Bachelor degree CSE/CS/ICT/IT/EEE/ETE/ECE or IT relevant field from any UGC approved university. **N.B.:** In case of foreign degree, equivalency certificate from UGC has to be submitted. **Professional Experience (Submission of copy of certificate is mandatory):** General: • Minimum 5 Years of professional experience in IT related job. Specific: • Experience in network and related hardware configuration and maintenance. • Technical knowledge of Linux and Windows server maintenance. • Technical knowledge of VPN Router, Cisco Router, Switch, etc. **Competencies:** • Good verbal and written communication skills. • Ability to work well under pressure. • Ability to work in team. • Ability to work in night-shift.

The above members (Table 5-3) must be permanent employees of the service providing firm. The service provider may propose other experts and supporting staffs required to accomplish the tasks outlined in the ToR. But the payment of the service will be provided based on the manpower mentioned in table **5.1**. It is the service provider's responsibility to select the optimum team and to propose the professionals who it believes best meet the requirements for the Clearing House Operation and Maintenance. In case of any replacement of the assigned key personnel, the Service Provider must inform DTCA at least one week before for consent in written form.

5.3 Scope of work for the respective key personnel:

Detailed information on the major tasks and duties each member of the service-providing team shall perform is provided in Table **5-4**

Table 5-4: Role of Service Providing Professionals

Designation	Responsibilities
Team Leader or Operation Manager	1. Participate in CH operation and maintenance meetings and propose improvements if necessary. 2. Evaluate potential operation and maintenance problems and technical hitches and propose solutions. 3. Plan and design server and security audits, system backup procedures, server maintenance plans, and other recovery

Designation	Responsibilities
	processes in accordance with the DTCA's disaster recovery and business continuity strategies. 4. Plan and manage Service Providing Team goals, service schedules, and new information. 5. Supervise and coordinate all team members to keep work flow on track. 6. Manage O&M Reporting by ensuring all necessary materials are current, properly filed, and stored. 7. Direct service-related correspondences with the service team. 8. Communicate with DTCA to identify and define Service requirements, scope, and objectives. 9. As per requirement or if situation demand, Team Leader will work accordingly to DTCA needs.
Senior System Engineer	1. Ensure stakeholder (PTO, Agent, CHU) settlements with the proper cross-checking method. 2. Ensure the effectiveness and efficiency of Clearing House systems; planning, reporting and implementing strategies for improving or further leveraging. 3. Propose and create system operation model, specifications, diagrams, and charts to provide direction to System Engineers and Maintenance Engineers. 4. Design and perform server and security audits, system backup procedures, server maintenance plans, and other recovery processes in accordance with the DTCA's disaster recovery and business continuity strategies. 5. Ensure system connectivity of all servers, software, and other applications. 6. Create and maintain documentation as it relates to system configuration, mapping, processes, and service records. 7. Ensure compatibility and interoperability of system updates (OS, Bios, etc.). 8. Coordinate and perform in-depth tests, including end-user reviews, updating systems. 9. Monitor and test system performance; prepare and deliver system performance statistics and reports. 10. Provide orientation and training to end-users for all modified and new systems. 11. Provide guidance and assign tasks to System Engineers and Maintenance Engineers
System Engineer	1. Manage and monitor all installed systems and infrastructure for the Clearing House System to be in line with the procuring entity's guidelines or SOP (standard operating procedure). 2. Define procuring entity's needs and functionality in the service-providing cycle. 3. Assist and coordinate with Maintenance Engineers in order to smoothen CH Operation. 4. Install, configure, and test operating systems, application software, and system management tools. 5. Ensure the highest level of systems and infrastructure availability.

Designation	Responsibilities
	6. Implement warranty and support activities for software and hardware.
	7. Evaluate the existing system and provide the technical direction to Maintenance Engineers.
	8. Take proper measures to ensure system security.
	9. Oversee the customization of software and hardware requirement.
	10. Collaborate with Senior System Engineer to ensure high-quality deliverables within Service guidelines, policies, and procedures.
	11. Deal with work process, optimization methods, and risk management tools for successful accomplishments according to the requirements of the stakeholders.
Maintenance Engineer	1. Planning and undertaking scheduled maintenance.
	2. Responding to breakdowns
	3. Diagnose hardware faults and fixing them.
	4. Repairing equipment.
	5. Obtaining specialist components, fixtures, or fittings.
	6. Maintaining statistical, operational and maintenance records.
	7. Ensuring compliance with health and safety legislation.
	8. Creating maintenance procedures.
	9. Managing stocks of supplies and equipment.

5.4 Payment

Payment will be started after the commencement of assignment after the initial 2 months of training period. Monthly bill should be submitted along with necessary recommendation from the Clearing House unit of DTCA. Payment will be made monthly against each bill submitted by the service provider. Bill of the previous month should be submitted within 15th of the next month. Bill should be submitted to Executive Director's office and will be paid after deduction of Income Tax, VAT etc. As per government rules and regulations through Account Payee Cheques.

6. Reporting

Within the scope of this ToR, the service provider has to prepare and submit different reports and documents for each category of work to DTCA as shown in Table 6-1. Service provider shall provide an electronic copy and hard copy of each of these reports.

Table 6-1 Reports to Be Submitted

Type of Report	Timing
Monthly Maintenance Report	Every month
Daily Sales Report	Daily
Monitoring Report	Daily
PTO Settlement Report	As required by DTCA
Agent Settlement Report	Monthly
Operation and Maintenance related Quality Control Report	weekly and monthly
Origin Destination Report (OD Data)	As required or upon request by DTCA
Other Technical Report	As required or upon request by DTCA

7. Training /Knowledge sharing

After signing the agreement JET will provide training for 2 (two) months to the key personnel (described in Table 5-3) of the service provider prior to the commencement of the assignment. DTCA will not provide any payment during the training period. The Service provider will have to bear the whole cost of the training i.e. administrative cost, remuneration & others.

8. Non-Disclosure Agreement

A Non-Disclosure Agreement shall be signed between DTCA and Service provider for sharing the minimum level of information of Clearing House System for operation and maintenance the Confidential Information. Service Provider should maintain their internal NDA for their individual assigned employees. When Service provider employs a new staff, NDA shall be concluded between Service Provider and new staff. Service Provider may have subsidiary company which is employed in the operation. In that case, Service Provider shall conclude NDA with subsidiary company.

9. Obligations of both parties

9.1 Procuring Entity

Procuring Entity will provide the following to the service-providing company/firm for the facilitation of services:

1. *All required existing user manuals and system specification documents upon signing an NDA (Non-Disclosure Agreement) with Procuring Entity.*
2. *Work space, chair, table, network connectivity, electricity.*
3. *Procuring Entity may impose a penalty in case of any sort of Service failure/abruption while rendering clearing house operation and maintenance service.*

9.2 Service Provider

Obligations of the Service provider will include but not be limited to:

1. The Service Provider will be solely responsible for the Operation and Maintenance of the CH System, shift management, attendance, payroll, etc. of their service personnel deployed on DTCA premises.
2. The Service Provider will deploy personnel according to operational and maintenance schedule of DTCA.
3. The Service Provider will ensure the NDA signing with hired personnel for national security purposes.
4. If any damage or pecuniary loss occur due to service provider or personnel deployed

by the service provider during service (contract) period, service provider will be held responsible and damage and pecuniary loss incurred.

5. The Service provider will be responsible to ensure the security and integrity of the system.

6. The Service Provider will be responsible to share the information of replacement of their Key Personnel to DTCA.

7. Any sort of training's cost will be borne by the service provider.

10. Appendix

Abbreviation	Elaboration
AFC	Automatic Fare Collection (System)
CH	Clearing House
CHCI	Clearing House and Card Issuer
CHS	Clearing House System
CPU	Central Processing Unit
DES	Data Encryption Standard
DTCA	Dhaka Transport Coordination Authority
IC Card	Integrated Circuit Card
ID	The unique number which identifies each card
IDMS	ID Management Server
JET	JICA Expert Team
JICA	Japan International Cooperation Agency
LTO	Linear Tape-One
O&M	Operation and Maintenance
PTO	Public Transport Operator
R/W	Reader / Writer
SS	Settlement Server
TOM	Ticket Office Machine
VPN	Virtual Private Network

FORMAT

LOGO

[Insert Full Contact Details of the Client]

Commencement of Services

Office Memo No: Date:

To:

[Name of the IT Service Provider (Firm)]
[Address]

Contract Reference:

Pursuant to GCC Sub Clause 17.1 of the above mentioned Contract Agreement, this is to notify you that the following precedent conditions have been duly fulfilled:

(i)   The Performance Security has been submitted and accepted by the Client *(delete if not appropriate)*;

(ii) the Contract Agreement has been signed; and

(iii) the advance payment has been made *(delete if not appropriate)*.

You are therefore requested to:

1.   Commence carrying out the Services, in accordance with GCC Sub Clause 19.1, within *(specify date)*;

2.   Take out the insurance against the risks, and for the coverage as specified in the Contract, in accordance with GCC Sub Clause 34.2, within *(specify date)* and maintain.
     (delete if not appropriate)

Signed

Duly authorized to sign for and on behalf of
[name of Client]

Date:

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

Contract No. [*insert number/year*] by and between the [*insert Client's name*] and [*insert IT Service Provider (Firm)'s legal title*] for the contract named [*insert name of the Consulting Service*] is amended as follows:

1. GCC Clause [*insert clause no*], is hereby revised as _____

_____

_____

2. GCC Clause [*insert clause no*], is hereby revised as _____

_____

_____

and so on .

The effective date of this Amendment is [*insert effective date*] or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [*insert number*] page(s) and [*insert number*] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Client and the IT Service Provider (Firm) have signed this Amendment.

[*IT Service Provider (Firm)'s Authorized Signatory*]   [*Client's Authorized Signatory*]

_____   _____
Signature   Signature

_____   _____
Title   Date   Title   Date

LOGO

[Insert Full Contact Details of Issuing Authority]

Office Memo no: _____   Date: _____

COMPLETION CERTIFICATE

01	Client Details		
	(a) Division	:	
	(b) Circle/Directorate	:	
	(c) Zone/Region	:	
	(d) Others (*specify*)	:	
02	Name of Assignment	:	
03	Contract No	:	
04	IT Service Provider (Firm)'s Legal Title	:	
05	IT Service Provider (Firm)'s Contact Details	:	
06	IT Service Provider (Firm)'s Registration Details	:	
07	Reference to LOI to sign Contract with Date	:	
08	Original Contract Price	:	
09	Final Contract Price as Performed	:	
10	Original Contract Period		
	(a) Date of Commencement	:	
	(b) Date of Completion	:	
11	Actual Implementation Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
12	Days/Months Contract Period Extended	:	
13	Special Note (*if any*)	:	

Certified that the Services under the Contract has been performed and completed in all respects in strict compliance with the **"Description of Services"** including all modifications thereof as per satisfaction of the Client.

_____
Name and Signature of the Issuing Authority with Designation

please turn over

Details of Services Performed

No	IT Service Provider (Firm): [insert legal title]	
	Major Components of Assignment	**Total Value** (in Contract Currency)

Joint Venture

[delete, if not appropriate]

No	Leading Partner: [insert legal title]	
	Components/Activities [reference drawn to JV Agreement]	**Value** (in Contract Currency)

No	Co-partner: [insert legal title]	
	Components/Activities [reference drawn to JV Agreement]	**Value** (in Contract Currency)

No	Co-partner: [insert legal title]	
	Components/Activities [reference drawn to JV Agreement]	**Value** (in Contract Currency)

Note: Figures shown must correspond to Total Value

Sub-IT Service Provider (Firm)

[delete, if not appropriate]

No	Sub-IT Service Provider (Firm): [insert legal title] [delete, if not appropriate]	
	Components/Activities [reference drawn to Sub-IT Service Provider (Firm) Information]	**Value** (in Contract Currency)

Name and Signature of the Issuing Authority with Designation