FIRST SECURITY ISLAMI BANK LTD.

REQUEST FOR PROPOSAL (RFP)

CATEGORY 2 (LOT-A)

"Annual Maintenance Support of SafeNet HSM Devices"

Ref: FSIBL/HO/ICT/137/2021

ICT Division, Head Office Plot 12, Block A, Main Road Bahundhara R/A, Dhaka 1229

February 26, 2021

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First Security Islami Bank Limited invites proposals from reputed and experienced companies for Annual Maintenance Support of SafeNet HSM Devices according to the below Scope of Works following the instructions and Terms and Conditions.

Submission of mentioned documents has got direct bearing on the technical scoring of the bidder. Hence utmost care in preparing the bid documents from bidder end is expected.

01. SCOPE OF WORK:

Table 01: HSM model with Serial Number:

S/N	Device Description & Model No	As Per Shipping Serial No.	HSM Serial No for Warranty
1	SafeNet Network Hardware	FB019502	492318
2	Security Module (HSM)	FB021457	500474
3	7000 TSP	FB021454	501283

Support Period:

AMC Start Date:	1 st January, 2021
AMC End Date:	31st December, 2022
AMC Period:	2 Years

Support Type:

Back to Back OEM Enabled Support to be provided & carried out by Local partner of SafeNet.

Severity Level	General Evaluation Criteria	Response Time (24/7/365)	Resolution Time (24/7/365)
High	A problem that critically effects on ability of doing regular business. System functionality is unavailable or down due to hardware or software failure.	By Email/Phone: 01 Hour Onsite: 02 Hours	04 hours
Medium	Any Hardware or software component failure that leads to degradation of system performance.		08 Hours
Low	System is having minor issue. Insignificant error without impacting usual business or system performance.		24 Hours

Table 02: Support Levels and Service Duration

Penalty Clause on Service Failure:

1% of the work order value will be penalized on each failure to meet service level. If resolution time is greater than agreed service level, then 0.25% will be add as penalized value for each hour delay for severity level 'High' and 0.1% will be penalized for each hour delay for severity level 'Medium' and 'Low'.

Scope of AMC Service:

The scope of service is as below but not limited to:

- 1.1. Back to Back OEM enabled support to be maintained.
- 1.2. Complete diagnosis and Part replacement (if needed) will be carried out by bidder local partner of SafeNet.
- 1.3. Install, configure and commission of the HSM as per requirement of the Bank.
- 1.4. Maintain all hardware and software of the HSM by 24/7/365 days without any interruption.
- 1.5. Ensure resource or emergency product support when required for any maintenance from the Bank.
- 1.6. General preventive maintenance (Every 3 months) followed by detail report to be submitted to the Bank.
- 1.7. Provide till date patch, firmware, software up-gradation, Security Enhancement, as required to maintain compliance and standard practice preferably without any service interruption within the AMC period, with shortest time of the component release.
- 1.8. Bridge between OEM and the Bank for knowledge transfer, problem troubleshoot and best use of the product.
- 1.9. Ensure configuration support of the devices and their software's to integrate and maintain their intended services.
- 1.10. To ensure the Bank can use all product facilities as and when required
- 1.11. To ensure single point of contact, backup contact and support contact escalation matrix
- 1.12. To provide a quarterly report of the health status of the HSM along with performance forecast and performance improvement plan.
- 1.13. All services, supplied parts, labor, transport and logistic cost is inclusive in the AMC amount.

2. GENERAL TERMS AND CONDITIONS:

- 2.1. **Bank's Right:** Bank reserves the right to accept/ cancel/ reject any or all offer without assigning any reason. Bank is not obliged to purchase the lowest offer or any offer at all. Bank reserves the right to share Bidder's response with its advisors and Bank's Business Units. Bank reserves the right to conduct negotiations with one or more Bidder and/ or accept the Bid without any negotiations.
- 2.2. Bid Submission/ Closing Date: Bidder must submit the Tenders in original (sealed) in the tender box to be kept at ICT Division, First Security Islami Bank Ltd, Head Office, Plot 12, Block A, Main road, Bashundhara R/A, Dhaka 1229 by 3:00 P.M on or before March 14, 2021. Tenders will be open at 3:30 PM on the same day in presence of the bidders or their representatives, who may remain present. The Purchaser reserves the right to reject any Offer submitted after the Closing Date. The Purchaser reserves the right to change the Time schedule at any time.
- 2.3. **Schedule Price:** Bidders are required to submit a Payment Order of BDTK 2500/- (Taka Two Thousand and Five Hundred Only) (non-refundable) as schedule price and should enclose it with the financial offer.
- 2.4. **Bidder's Eligibility:** OEM Partner with experiences on providing/working with similar product in Telco or Banking sectors in Bangladesh.

2.5. Following documents must be provided with Technical Proposal:

- 2.5.1. Complete Profile
- 2.5.2. Trade License
- 2.5.3. E-Tin Certificate
- 2.5.4. BIN Certificate
- 2.5.5. OEM Partnership / Authorization Letter
- 2.5.6. Bank Solvency Certificate
- 2.5.7. Experiences on working with the products
- 2.5.8. Draft AMC copy
- 2.6. **Required Content and Structure of the Quotation:** Bidder shall submit "Technical Proposal" and "Financial Proposal" in their individual sealed envelope mentioning the subject "Annual Maintenance Support for SafeNet HSM Devices.
- 2.7. **Quotation Validity:** The Quotation shall be valid for One Twenty (120) calendar days from the Quotation submission/ closing date.
- 2.8. **Delivery:** Complete delivery of each item along with the packing list or Bill of Materials (BOM) have to be completed within 2 (Two) weeks from the date of acceptance of Work Order.

2.9. Manipulation or any kind of unusual approach or failure to submit the proposal/offer within stipulated time frame will be treated as "Disqualification" to attend in the bidding.

2.10. Point of Contact:

- 2.5.1. Jobaer Rahman, ICT Division, Email: jobaer@fsiblbd.com, Mobile: +880 1674 518098
- 2.5.2. Kazi Md Arif Ullah, ICT Division, Email: arif@fsiblbd.com, Mobile: +880 1932 832473
- 2.11. Bidder has to submit breakdown of price and there should not be any cutting/erasing/overwriting on any figure and in words. Bank reserves the right to disqualify the vendor if total price differ than the breakdown.
- 2.12. If procurement committee deems that the existing outcome of a particular Open tender is not suitable/viable/feasible/lucrative enough to meet Banks standard and expectation, the particular bid may be floated again as re-tender to allow participation that may ensure submission of better technical and commercial proposals to suit BBL need/expectation the best.

3. COMMERCIAL TERMS AND CONDITIONS:

- **3.1. Price, VAT and Tax:** The quoted price must include applicable withholding Tax and VAT. **Delivery Place:** The Bidder will deliver the product as per instruction of technology division, on the Agreed Date of Delivery.
- **3.2. Liquidated Damages for Delay:** Bidder has to complete the entire work within the stipulated period as mentioned, in failure 1% of total contract value will be deducted for each Week delay but Penalty will be considered pro-rata basis. Bank will not consider any delay in delivery unless due to force majeure or time extension approval from ICT Division of the Bank.
- **3.3.** Penalty Clause on Service Failure: 1% of the work order value will be penalized on each failure to meet service level. If resolution time is greater than agreed service level, then 0.25% will be add as penalized value for each hour delay for severity level 'High' and 0.1% will be penalized for each hour delay for severity level 'Medium' and 'Low'. The penalty will be deducted from performance security. The maximum penalty will be 10% of total contact price, if occurred, the performance security will be completely reimbursed as penalty.
- **3.4. Payment Terms**: Payment will be made by 2 equal yearly instalments, where payments for each year will be made as an upfront payment at the beginning of that particular year. FSIBL will deduct all applicable withholding income Tax and VAT from the invoice at the time of payment as per Government Rules.
- **3.5.** Bank Reserves right to conduct 2^{nd} round of bid if deemed necessary.

4. EVALUATION METHOD:

4.1. Evaluation and Comparison of Tender

Bank will carry out a detailed evaluation of the Tenders according to the information provided by the bidder through its proposal. Bank reserves the rights to arrange a discussion meeting with each Bidder on short notice to understand each and everv aspects of the proposal. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of contract shall not be disclosed to Tenderers or any persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any efforts by a Tenderer to influence the Bank's processing of Tenders or award decision may result in rejection of the Tenderer's Tender.

To assist in the examination, evaluation and comparison of Tenders, the Bank may, at its discretion, ask any Tenderer for clarification of its Tender. This will be done in writing, but no change in substance or price of the Tender will be sought.

In addition to the technical specification and price, evaluation of Tender will also take into account other factors.

4.2. Awarding the Successful Tenderer

The bank may negotiate with the successful Tenderer regarding price reduction / modification if necessary before issuing the award notification.

Prior to the expiry of Tender validity period, the Bank will notify the successful Tenderer by letter that their proposal has been accepted. This letter (herein called the "Notification of Award") shall name the sum, which the Bank will pay the Contractor for the execution of the works as prescribed by the Contract (herein and in the Conditions of Contract called "the contract Price"). This notification of award will constitute the formation of the Contract.

Within 7 days of receiving the Notification of Award, the successful Tenderer shall sign a copy of it and return it to the bank along with furnishing a performance security amounting 10% of Total Contract price in accordance with the conditions of contract in the form of Bank Guarantee.

The performance security will remain enforced during the complete period of project lifetime (AMC Period), which will then be returned back, subject to successful completion of the project and receiving Project Completion Certificate.

4.3. Acceptance and rejection of Tenders

Bank reserves right to accept or reject any Tender, and to terminate the Tendering process and reject all Tenders at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Bank's action