

PRIME BANK LIMITED

Head Office,

FMD (Facility Management Division), Prime Tower, Plot No.35 & 8 Nikunja Commercial Area,
Dhaka - 1229

Request for Proposal

Renewal of Microsoft Enterprise Agreement

RFP: PBL/IT/RFP/Microsoft1/2023/495

Date of submission: August 14, 2023

This document briefly describes the functional and business requirements for the Renewal of Microsoft Enterprise Agreement in Prime Bank Limited.

Table of Contents

1.	PREAMBLE.....	4
2.	INTRODUCTION.....	4
2.1	Background.....	4
2.2	Scope.....	4
2.3	Intent of RFP.....	5
3.	EXPERIENCE.....	6
4	ROLL OUT PLAN AND GANTT CHART.....	7
5.	REQUEST FOR PROPOSAL.....	8
5.1	Submission of Proposals.....	8
5.2	Modifications or Withdrawals of Proposals	8
5.3	Preparation of Proposals.....	8
5.4	Award and Contact Information.....	9
6.	GENERAL PROVISION.....	9
6.1	Independent Bidder.....	9
6.2	Bidder's Eligibility Criteria.....	9
6.3	Rules to Follow.....	9
6.4	Assignment/Bidder.....	10
6.5	Accountant Representative.....	10
6.6	Ownership of Documents.....	10
6.7	Submission of Proposals.....	10
7.	GENERAL TERMS AND CONDITION.....	10
8.	SPECIAL PROVISIONS INFORMATION.....	12
8.1	Bank Parties	12
8.2	Content and Procurement Points of Contact.....	13
8.3	Bidder Identification of Authorization to Bid.....	14
8.4	Language of the Bid.....	14
8.5	Cost of Bidding.....	14
8.6	Bid Validity Period.....	14
8.7	Technical Presentation.....	14
8.8	Proposal Response Sequential Order.....	14
8.9	Beginning Work.....	14
8.10	Cost of Preparing Proposals.....	14
8.11	Proposal Evaluation	15
8.12	Addendum to the RFP.....	15
8.13	Use of Sub-bidders.....	15
8.14	Misrepresentation of Information.....	15
8.15	Disposition of Proposals.....	15
8.16	Performance Requirements and Nonperformance Penalties.....	15
8.17	Bidder Relationship with the Bank.....	16
8.18	Dispute Resolution.....	16
8.19	Amendment to the RFP Document	16
8.20	Disqualification of Bids.....	16
9.	IMPLEMENTATION AND POST IMPLEMENTATION SUPPORT.....	18

10.	PROPOSAL SUBMISSION REQUIREMENTS-SEQUENTIAL ORDER.....	19
10.1	Technical Proposal — Format and Contents.....	19
10.2	Financial Proposal — Format and Contents.....	21
11.	EVALUATION METHODODLOGY.....	22
11.1	Technical Proposal — Format and Contents.....	22
11.2	Financial Proposal — Format and Contents.....	22
11.3	Compliance with Mandatory Requirements.....	22
11.4	Technical Scoring and Ranking.....	23
11.5	Financial Scoring and Ranking.....	23
12.	PAYMENT TERMS.....	24
13.	PROPOSAL PRICE SHEET AND SIGNATURE PAGE.....	25
13.1	By Submission of a Proposal, The Bidder Certifies.....	25
13.2	General Information.....	25
13.3	Ownership and Control.....	25
	 List of Annexures	
	ANNEXURE A: TECHNICAL SPECIFICATION.....	28
	ANNEXURE B: PROJECT MANAGEMENT.....	30
	ANNEXURE C: USER TRAINING.....	31
	ANNEXURE D: DOCUMENTATION.....	32
	ANNEXURE E: QUALIFICATION APPLICATION.....	33
	ANNEXURE F: COMMENTS ON TERMS & CONDITIONS & SPECIFICATIONS.....	34
	ANNEXURE G: SUBMISSION FORM.....	35
	ANNEXURE H: NON DISCLOSURE AGREEMENT.....	36

1. PREAMBLE

- PRIME Bank Limited hereinafter called "PBL" or "the Bank" issues this Request for Proposal (RFP) for Renewal of Microsoft Enterprise Agreement for Easier license management for large amounts of licenses and securing Information assets.
- Through this RFP, PBL invites bidders to propose for the Renewal of Microsoft Enterprise Agreement with the Bank.
- This RFP is not an offer by the Bank, but an invitation to receive bidder response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of PBL and the Bidder.
- Proposals may be opened in the presence of the bidder's representatives on the specified date and time. Technically qualified proposals will be taken up for further processing for commercial terms. No further discussion/interface will be granted to bidders whose technical proposals have been disqualified.
- The decision of the Bank would be final and binding on all the bidders to this document. PBL reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

2. INTRODUCTION

2.1 Background

For Dealing with the latest security vulnerabilities & threats regarding Microsoft Solutions; Licensing, Regular Patching, improving system consistency and meeting the compliance standard are becoming mandatory. Using non-licensed products may put the bank at risk of non-compliance with regulations. In accordance with the guidelines set by the Bangladesh Bank and the Prime Bank ICT Security Policy, it is mandatory for us to use licensed software. The Bank is seeking a prime bidder to provide a cost-effective Microsoft Enterprise Agreement Partner.

2.2 Scope

Prime Bank has been using some cutting edge Microsoft Solution for smooth and secured operation. The Bank seeking proposals for initiating a new three-year Microsoft Enterprise Agreement (EA) enrollment, which is necessary to keep the software licensing for its technology infrastructure up to date.

The Agreement Partner is responsible for providing License and successful implementation of Microsoft Products. The Solution should be supplied and implemented as outlined in the technical specification section of this RFP.

2.3 Intent of RFP

- The intent of this RFP is to invite potential bidders to bid for Microsoft Enterprise Agreement.
- The bidder submitting the proposal will be responsible for the entire subscription and will be the single point of contact for PBL.
- All the bidders have to accommodate all the necessary requirements as well as any additional one, if required, in the time of supply and implementation.

3. EXPERIENCE

The bidder should have adequate experience of the bidding product/solution in Bank/Telco/Insurance/Leasing company (Proper evidence needs to be enclosed with bid)

Reference Site

List of major customers of the bidding product/solution in last 02 years and their references:

Sl. No.	Name and complete Address of the Customer where the product/solution provided	Name, Designation, Telephone, Fax, e-mail address of the contact person of the customer in column 2	Brief Scope of work (Project Summary) Bidder can attach separate paper if required.	Brief description of the bidding product/solution	Attach reference Letter/ Commissioning Certificate
1					
2					
3					
4					
5					

(Enclose necessary documentary proof)

Information related to experience

Sl No.	Criteria/Features	Comments	Remarks
1.	Please mention if you will involve any System Integration (SI) Partner		
a.	Number of year Experience (Module wise)		
b.	Total Implementation Experience Worldwide (OEM and SI) (if applicable)		
c.	Total Implementation Experience in BD (OEM and SI with similar solution)		
d.	Total Implementation Experience in this region (OEM and SI)		
e.	Are we going to deploy any dedicated support person from SI Partner for PRIME Bank Ltd for first 1 year after Go live? If yes, remote or onsite?		

Note:

This should be in the letter head pad of the bidder and duly signed as per this format.

I/we solemnly declare that the statements made above are correct. I/We agree that any misstatement made by us, if detected later on, shall render our application unacceptable to the Bank.

(Signature)

(Name & designation of Authorized Signatory)

(Name & Address of the Bidder with Seal)

4. ROLL OUT PLAN& GANTT CHART

1. The bidder will have to provide a roll out plan for each of his working procedures which strictly follow the requirements of the RFP. For instance, a sample format of roll out plan is given below:

Sample format:

Sl. No.	Product/solution Name	Description	Time frame
1.	Microsoft Enterprise Agreement with deployment of licensees in the Bank.	Please Specify in details with working procedure covering the scope.	Please Specify the number of days needed from the date of issuance of the work-order.

2. The bidder needs to provide distinct Gantt chart for this product/solution s/he wants to bid.

Note:

1. Bidder has to mention detailed specifications to implement the solution successfully.
2. Renewing Microsoft enterprise agreement with the bank and deployment of licenses will be the responsibility of the bidder which includes providing license, delivery and installation.
3. The scope of work includes but not limited to design, engineering, installation, commissioning, testing, integration, training etc. of all the products offered in the solution infrastructure.
4. The bidder shall arrange inspection for functional testing as per technical specification and system performance demonstration to the Bank's representative.
5. The bidder shall provide licenses for all the supplied software in the name of the Bank.
6. Installation, commissioning, configuration and integration of all components of the bidding product should be the turnkey responsibility of the respective bidder as per bidding document.
7. Bidder has to provide one-month onsite support after the date of completion of the project. The completion certificate shall be issued by the Bank on successful completion of the project.
8. Any other items (software, licenses, tools etc.) not indicated in this document required to make the system fully operational will also be in the responsibility of the bidder.
9. Proper UAT document has to be shared with the Bank and all these observations and recommendations have to be added in it before doing the final UAT.
10. Hand over documents must be prepared in such a way so that detailed installation procedure and configuration parameters used during and after installation is there. The document should include full screen capture for further reference and operation.

5. REQUEST FOR PROPOSAL

5.1 Submission of Proposals

- a. Sealed Proposals will be received for providing the product/solution by FMD (Facility Management Division), Prime Tower, Plot No.35 & 8 Nikunja Commercial Area, Dhaka - 1229 of PRIME Bank Limited, Dhaka on **August 14, 2023 by 03:00 pm.**
- b. Sealed Proposals must include:
 - i. Technical Proposal: one (1) original hard copy and one (1) electronic copy on a CD/DVD/Flash Drive in MS-Word format.
 - ii. Financial Proposal: one (1) original hard copy and one (1) electronic copy on a CD/DVD/Flash Drive in MS-Word format.
- c. Proposal will not be considered if it is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the bidder. Proposals will not be accepted by FAX or email.
- d. Proposals shall be received in the **FMD (Facility Management Division), Prime Tower, Plot No.35 & 8 Nikunja Commercial Area, Dhaka – 1229** of Prime Bank Limited on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- e. Proposal information is restricted and not publicly available until after the award of the Contract by the Facility Management Division.

5.2 Modifications or Withdrawals of Proposals

- a. A proposal that is in the possession of PBL IT infrastructure & Planning Division may be altered by letter bearing the signature or name of the authorized person, provided it is received prior to the date and time of the opening. FAX, telephone, or verbal alterations will not be accepted.
- b. A proposal that is in the possession of the PBL IT infrastructure & Planning Division may be withdrawn by the bidder up to the time of the opening. Failure of the successful bidder to furnish the product/solution awarded as a result of this advertisement shall eliminate the bidder from the active bidders list for a period of time as determined by the IT infrastructure & Planning Division.

5.3 Preparation of Proposals

- a. No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements of the Request for Proposal.
- b. In case of error in the extension of prices in the proposal, unit prices will govern.
- c. Bidders are expected to examine special provisions, specifications, schedules, and instructions included in this Request. Failure to do so will be at the bidder's risk.
- d. Technical offer should contain the following information required for evaluation and technical rating of the Tenderer: A brief Company Profile along with list of Clients with contact person, Bio-data of technical personnel available, full sets of original catalog / leaflets, brochures, literature, etc. mentioning detailed

technical and any other items the bidder feels necessary to include.

5.4 Award and Contact Information

- a. The bidder expressly warrants to the Bank that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- b. Prime Bank reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Bank to do so. The bank will award this contract to the bidder as the most responsive and responsible offer, based on criteria specified herein.
- c. This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- d. The successful bidder will be required to enter into and sign a formal Contract with the Bank with reasonable adjustments acceptable to the Bank. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.

6. GENERAL PROVISION

6.1 Independent Bidder

The bidder shall function as an independent bidder for the purposes of the Contract, and shall not be considered an employee of the Bank for any purpose. The bidder shall assume sole responsibility for any debts or liabilities that may be incurred by the bidder in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the bidder or its agents and/or employees to act as an agent or representative for or on behalf of the Bank, or to incur any obligation of any kind on behalf of the Bank. The bidder agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to the Bank employees will inure to the benefit of the bidder or the bidder's agents and/or employees as a result of this Contract.

6.2 Bidder's Eligibility Criteria

- a. Bidder must be a company having National presence engaged in manufacture and/or their authorized partner for supply, integration and maintenance of hardware, software etc. and for setting up for Microsoft Enterprise Solution.
- b. The bidder must have the ability to demonstrate knowledge of IT and Microsoft technology being used in the Bangladesh banking industry. The bidder must have a team of qualified IT professional having good hands-on experience.
- c. The bidder should have experience of providing Microsoft Enterprise Solutions. Detailed information regarding planning and implementation of Microsoft Enterprise Solution with satisfactory report obtained from the clients must be submitted along with the bid.
- d. The bidder must be able to provide on-site support at the Data Center and DRS.

6.3 Rules to Follow

The bidder shall keep fully informed on all local laws, bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work

or which in any way affect the conduct of the work. The bidder shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The bidder shall protect and indemnify the Bank and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

6.4 Assignment/Bidder

The Contract shall not be assigned by the bidder. Third party participation is authorized only as a joint venture which shall be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement. The bidder shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the Bank.

The bidder shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Bank.

6.5 Accountant Representative

The successful bidder(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the product/solution required to insure that the account will be administered in an organized systematic manner.

6.6 Ownership of Documents

It is agreed that all finished or unfinished documents, data, or reports, prepared by bidder under the Contract shall be considered the property of the Bank, and upon completion of the product/solution to be performed, or upon termination of the Contract for cause, or for the convenience of the Bank, will be turned over to the Bank.

6.7 Confidentiality of Information

All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the bidder in the performance of the Contract shall be kept confidential by the bidder unless written permission is granted by the Bank for its release.

7. GENERAL TERMS& CONDITIONS

- a) The participant company must submit the offer in two envelope system. One envelope will contain the technical offer and the other envelope will contain the financial offer. The two envelopes must be covered in a large envelope. All the envelopes will contain the full name and address of the participant company. The envelopes should be sealed & signed properly. All the pages of the tender schedule must be signed by the authorized representative of the bidder and filled in where applicable. The name, address and telephone number of the contact person should be mentioned in the forwarding letter submitted with the technical offer.
- b) The participating vendors must offer all the items mentioned in the RFP. Partial offer of the RFP will not be accepted.
- c) Sealed proposals have to be submitted to the Head of Facility Management Division of the bank on **August 14, 2023**. The offers will be opened at 3:30 p.m. on the same day in presence of bidders, if any. The financial offer may be opened later on. The evaluation of the technical offers will also be made later on.
- d) All the pages of the tender schedule as well as all the offered documents should be duly signed by the authority of the bidder.

- e) Proper documents and data sheet have to be provided for indicating all the specification is present in the offered product/solution which is stated in the required technical specifications.
- f) All quoted price should include delivery, installation, testing and training cost and VAT etc. if any.
- g) Post live support and maintenance should be provided for a period of one year after commissioning. No additional cost will be provided in this period.
- h) Should provide unrestricted license for PBL DC and DR.
- i) In case of any deployment issue, the Bidder should attend the problem within 2 hours and the problem should be resolved by 6-12 hours max.
- j) The successful company must submit original technical and user manuals of the solution at the time of delivery of the solution to the Bank.
- k) Photocopy of all the relevant documents should be submitted with the offer including:
 - Up to date Trade License
 - Up to date TIN certificate
 - Proof of experience as desired in the earlier section of this schedule
- l) The bidder should have its office at Dhaka, Bangladesh for local onsite support.
- m) All the prices should be mentioned in BDT. The payment will be made in BDT as well.
- n) The authority reserves the right to relax, change or drop any of the terms and conditions of the schedule without any further notice.
- o) The Bank shall not be under any obligation to accept the lowest quotation.
- p) The Bank authority reserves the right to accept or reject any or all, in part or full offers without assigning any reason.

q) Payment will be based on phases as detailed in the scope and progress of the Microsoft Enterprise Agreement including consultancy contract. The terms of payment will be as under:

- ❖ Total amount will be paid in three installments at the end of each year.
- ❖ **33% of total payment will be paid** at the end of 1st year.
- ❖ **33% of total payment will be paid** at the end of 2nd year.
- ❖ **34% of total payment will be paid** at the end of 3rd year.

8. SPECIAL PROVISIONS INFORMATION

Proposals must be delivered to the Facility Management Division in a sealed envelope or package within specified date and time.

DELIVER PROPOSAL TO:

Syed Ibne Shariar
VP, Head of Facility Management Division
Prime Bank Limited
Prime Tower, Plot No.35 & 8 Nikunja Commercial Area, Dhaka - 1229, Bangladesh

**** NO PROPOSAL WILL BE ACCEPTED AFTER THE SPECIFIED DATE AND TIME.**

NOTE: Envelope not containing the required number of copies will be rejected. There will be no exception.

8.1 Bank Parties

- This Request for Proposal (RFP) is issued by the IT infrastructure & Planning Division of PRIME Bank Limited.
- Throughout this document and others in connection with this project, various references are made, or will be made to "the Bank". Generally, whenever this reference appears, the term "the Bank" incorporates PRIME Bank Ltd.
- It should be understood that the Bank's Head of Facility Management Division is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the Bank and bidder are concerned.
- The name and address of the Bank parties are:

Syed Ibne Shariar
VP, Head of Facility Management Division
Prime Bank Limited
Prime Tower, Plot No.35 & 8 Nikunja Commercial Area, Dhaka - 1229,
E-mail: syed.shariar@primebank.com.bd

8.2 Content and Procurement Points of Contact

- The Bank's IT infrastructure & Planning Division is the primary point of contact from the date of release of the RFP until the contract is fully executed and signed. Any attempt to contact any employee of the Bank, other than those named below, or their named designee, regarding this procurement may cause rejection of any proposal submitted by that party.
- Questions regarding the content of this RFP as they relate to scope, goals and objectives must be submitted in writing (email preferred) to:

Faysal Ahmed

Manager (SEO) – IT Division I Prime Bank Limited
Prime Tower (1st Floor), Plot No.35 & 8 Nikunja Commercial Area, Dhaka - 1229
Cell: +880 1919-804847
faysal.ahmed@primebank.com.bd

Abu Rashel Nayan

VP (Head of Infra)- IT Division I Prime Bank Limited
Prime Tower (1st Floor), Plot No.35 & 8 Nikunja Commercial Area, Dhaka - 1229
Cell: +880 1717-022287
rashel.nayan@primebank.com.bd

- Written questions related to the procurement process must be submitted to the Bank representative responsible for this RFP:

Syed Ibne Shariar

VP, Head of Facility Management Division
Prime Bank Limited
Prime Tower, Plot No.35 & 8 Nikunja Commercial Area, Dhaka - 1229,
E-mail: syed.shariar@primebank.com.bd

8.2.1 Written questions regarding RFP material or the procurement process shall be submitted by hard copy in the above address.

8.2.2 Written responses will be sent to all parties. Responses will not identify the bidder that submitted the question. All parties should clearly understand that only the written answers issued by the Bank are the official position on an issue, and these answers shall become part of the RFP and, by incorporating any subsequent contact.

8.2.3 Bidder Identification of Authorization to Bid

Responses submitted by the bidders to this RFP including response to functional and technical requirements represent a firm offer to contract on the terms and conditions described in this RFP. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Vendors must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

8.4 Language of the Bid

All bids and supporting documentation must be in English only.

8.5 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of their bids, in any case the Bank will not be responsible or liable for such other costs regardless of the conduct or outcome of the bidding process.

8.6 Bid Validity Period

The bids shall be valid for a period of 1 year and for a further period of 1 month as an exigency for any unforeseen delay in evaluation and award of contract to the successful bidder from the closing date for submission of the bids. On the completion of the validity period (12 months + 1 month) unless the bidder withdraws his/her bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his/her bid.

8.7 Technical Presentation

After submission of the bids, the bidders maybe asked to give comprehensive presentation on the complete solution offered to the Bank at mutually suitable date and time to Bank's IT infrastructure & Planning Division. The presentation shall include the complete technical details of the proposed solution in line with the requirement spelt out in this RFP and the proposed implementation plan. The presentations will also give Bank an opportunity to clarify issues arising out of the review of the vendors, response to this RFP. Bank shall not be under any obligation to bear any expenses incurred by the vendors for the presentations. Reference responsibilities to their own costs and expenses.

8.8 Proposal Response Sequential Order

Bidders are required to keep their proposal response in the same sequential order that is referenced in this RFP.

8.9 Beginning Work

The successful bidder must not commence any work that could be billed until a valid contract has been executed. The Bank will not pay for any work by the bidder prior to execution of the contract.

8.10 Cost of Preparing Proposals

All costs incurred for the preparation of this proposal and for other procurement- related activities are solely the responsibility of the bidder. The Bank will not provide reimbursement for such costs.

8.11 Proposal Evaluation

All bidders must meet the minimum qualifications set forth in the Proposal Requirements and Review Process in order to be considered and ranked pursuant to the criteria set forth in this RFP.

8.12 Addendum to the RFP

The Bank reserves the right to amend the RFP prior to the date for proposal submission. Addendums will be sent to all bidders that are on the RFP mailing list.

8.13 Use of Sub-bidders

The prime bidder shall be wholly responsible for performance of the entire contract whether or not sub-bidders are used. In any event, whether there are subcontracting or joint venture arrangements proposed or not, a prime bidder shall be designated in the proposal and the prime bidder shall sign any resulting contract award. The Bank reserves the right to reject any named sub-bidder or any proposed sub-bidder relationship. The bidder shall not enter into any subcontracts for any of the work proposed under the contract without prior written acceptance from the Bank.

9.14 Misrepresentation of Information

Misrepresentation of a bidder's status, experience, or capability in the proposal may result in disqualification of that bidder from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the Bank and after consultation with the Procurement Services Section, preclude the bidder from the selection process.

8.15 Disposition of Proposals

All material submitted becomes the property of the Bank, which is under no obligation to return any of the material submitted in response to the RFP. The successful proposal shall be incorporated into the resulting contract and shall be a matter of public record following the award of the contract.

8.16 Performance Requirements and Nonperformance Penalties

It is the normal practice of the Bank to deduct **2.5%** of the contract value per week from the total bill as penalty if the bidder should miss providing the deliverables within the stated deadlines, inability to meet the milestones or performance requirements as stated in the RFP/Work Order, or for not providing acceptable deliverables. However, the penalty could be waived if the bidder can submit proper reason which satisfies the Bank and if the deliverables have been successfully completed and accepted by the Bank.

Payments of invoices will be based upon the bidder meeting the stated deadlines and upon the Bank's written acceptance of the deliverables. Should the bidder fail to comply with the provisions of the contract, payment for portions of the contract will be withheld until such time as the contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Bank will be implemented if it appears that the bidder has breached or defaulted on the contract.

8.17 Bidder Relationship with the Bank

Bidder staff will have an ongoing relationship with the Bank staff that is based on trust, confidentiality, objectivity, and integrity. The bidder will be expected to operate at all times in the Bank's best interests and in a straightforward, trustworthy, and professional manner.

8.18 Dispute Resolution

If any dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the parties shall refer such dispute to the arbitration. Both parties may agree upon a single arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Dhaka. The arbitration shall be held in accordance with the Arbitration and Conciliation Act in Bangladesh. The decision of the arbitrator shall be final and binding upon the parties, provided that each party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

8.19 Amendment to the RFP Document

At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the RFP document. Amendments will be provided in the form of an addendum to the RFP document and will be sent in writing, or fax, or e-mail to all approaching bidders who have received the RFP Document and will be binding on them. It will be assumed that amendments contained in such addendums have been taken into consideration by the bidders in their bids.

8.20 Disqualification of Bids

The bid is liable to be disqualified if set forth in this RFP:

- a. Non-compliance with the eligibility criteria;
- b. The bid is not submitted with the documents as desired through RFP;
- c. Non-acceptance of complete Terms and Conditions of RFP;
- d. During validity of the bid or its extended period, if any, the bidder increases its quoted price;
- e. The bidder qualifies the bids with his own conditions;
- f. The bid is received after last date or time for submission of the bid;
- g. Information submitted in the technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what phase) or during the tenure of the contract including the extension period, if any;
- h. The financial bid is enclosed in the same envelope as the technical bid or vice versa;
- i. If it comes to the Bank's knowledge, expressly or impliedly, that some bidders have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/holding up the processing of the bid, then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the RFPs or tenders floated by the Bank;
- j. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bidders are withdrawn upon notice immediately; and

- k. Any attempt to contact any employee of the Bank, other than those named below, or their named designee, regarding this procurement may cause disqualification of any proposal submitted by that party.

The Bank reserves the right to reject in whole or in part; any or all proposals; to waive any technical deficiencies in the proposals; to request one or more re-submissions or clarifications from one or more bidder; to cancel the process in part or whole: to accept the proposal in part or whole and award the final contract to the responsible bidder determined to be the most advantageous to the Bank. Additionally, the Bank reserves the right to alter the mentioned functional and technical requirements, in part or whole, during the tender evaluation process, and without re-issuing the RFP. All claims for functional/technical delivery made by the bidders in their response to the RFP shall be assumed as deliverable within the quoted price.

9. IMPLEMENTATION & POST IMPLEMENTATION SUPPORT

The bidder needs to install and integrate all the deliverables along with integration with existing system.

Support Stage	Required Support
Installation	Evaluation of existing facilities, deployment of licenses
Training	Technical training in equipment operations and for managing of operations at DC and DRS.
Documentation	Technical manuals concerning operations and configuration
Testing (Acceptance & Performance)	Initial diagnostics, performance benchmarking, and configuration validation
Initial Operations	Enhanced on-site, telephonic, fax and high priority e-mail support

Information related to support

SL	Criteria/Features	Comments	Remarks
1	How the OEM Company will provide support? (module wise)		
2	Prime Bank preferred to have agreement OEM-SI-Local Partner & Prime Bank, where clearly mention regarding L1 support and OEM will provide L4 support. How support for L2 & L3 will cover?		
3	Local Partner Details (in case of Local Partner Provide L1 & L2)		
a.	Support Matrix 24x7		
b.	Share Experience of resource		
c.	How many customer is currently handling		
d.	Number of year Experience to support your particular solution		
e.	Are you going to deploy any dedicated support person for Prime Bank Ltd for first 1 year after Go live? If yes, remote or onsite?		
5	Response Time & Resolution time		
	Level 1	Response Time - Resolution Time -	Major Impact Issue
	Level 2	Response Time - Resolution Time -	Medium Impact Issue
	Level 3	Response Time - Resolution Time -	Minor Impact Issue
	Level 4	Response Time - Resolution Time -	Minor Impact Issue

10. PROPOSAL SUBMISSION REQUIREMENTS-SEQUENTIAL ORDER

Proposals must be submitted in two major sections: The Technical Proposal and the Financial Proposal. The bidder is responsible for submitting a separate section, within the proposal, in response to the following items. Omission of this section or any item within this section may result in the proposal being eliminated.

10.1 Technical Proposal - Format and Contents

- Appropriate Copies:
 - Technical Proposal: one (1) original hard copy, one (1) electronic copy on a CD/DVD/Flash Drive in MS-Word format.
- The bidder shall, at a minimum, address the following points:
 - Table of Contents: The Table of Contents must include all items listed in this section.
 - Executive Summary: The Executive Summary will condense and highlight the contents of the technical proposal in such a way as to provide the Bank with a broad understanding of the bidder's qualifications and approach to meeting the requirements of the RFP.
 - Bidder's Background and Experience: Company overview - the bidder must include a company summary including:
 - a) Corporate profile of the bidder with description of its competitive strength, functions and services of the bidder, size of customer base etc.
 - b) Company history,
 - c) Office location (s),
 - d) Company size,
 - e) Audited financial statements, and
 - f) Statement of technical areas of expertise.

The bidder must be able to substantiate to the satisfaction of the IT infrastructure & Planning Division that the bidder has sufficient resources to complete the project successfully within the time requirements.

- Resumes: The bidder must include brief resumes for personnel that will be working on the project, if awarded the contract. The resumes must clearly identify expertise in the functional areas listed in Annexure-A: Technical Specification. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be means of substantiating expertise.
- Single Point of Contact: The bidder must identify a single point of contact for all contract management activities. The bidder's Project Manager's name and resume must be submitted with the proposal. The successful bidder must not change the Project Manager without written consent of the Bank.
- Compliance statement of scope of work;

- Compliance statement of functional and technical requirements as per mentioned format;
- Detailed information about successful implementation of such type of Microsoft Enterprise Agreement. Satisfactory reports obtained from clients must be submitted;
- Bidder's Project Work Plan: The bidder must submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of the work as outlined in Section 2 of this RFP. The bidder must identify pragmatic man hours of effort and responsibilities for the deliverable and each work activity in a Gantt chart format.
- Detail Project Plan and Schedule for procurement of solution and setting up of solution; must include detailed diagrams indicating logical/physical systems, then functions, work/data flow across them, etc. Hardware specifications should indicate their standard performance ratings. Details of sizing should be provided.
- Project Management Plan: The proposal must contain a comprehensive and practical description of the bidder's plans for project management and control mechanisms, including staff organizational structure, progress reporting, major decision-making, sign-off procedures, and internal control procedures. The bidder must also indicate flexibility in meeting changes in program requirements and coping with problems.
- Bill of Material & Services without pricing information;
- Last 2 years audited Balance Sheet & Profit and Loss Account.
- A copy of the draft for Service Level Agreement (SLA).
- Authorized letter from Principle for this project of prime Bank Limited.
- Project Delays: Bidder must also describe how project delays will be addressed, if occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet any of the project schedules.
- Acceptance of terms and conditions as contained in this RFP. Specific acceptance of each term and condition should be given by the bidder. The Bank may not accept any variation in the terms and conditions in the RFP. It is, therefore, reiterated that bidder must submit compliance to all the terms and conditions without any qualification.
- Contract Exceptions: Bidder must state agreement with all general provisions. Bidder must furnish any exceptions to the provisions included in the Contract Terms and Conditions be noted in the Executive Summary. Identifying exceptions to the Contract Terms and Conditions does not bind the Bank in any way to accept such changes, but only ensures that discussion and resolution of their acceptance may be deferred until after tentative award is made.
- Staffing and Project Organization: An Organization Chart must be included with all proposed personnel,

including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project.

- Bidder Check List: The bidder shall submit a checklist in which the bidder shall evaluate their existing offering compared with the RFP mandatory and optional requirements.

10.2 Financial Proposal - Format and Content

Important: All financial proposals must be submitted under separate cover in a sealed envelope.

- **Proposal Price Sheet**

Financial Proposal: one (1) original hard copy, one (1) electronic copy on a CD/ DVD/Flash Drive in MS-Word format.

Financial bid should contain Bill of Material & Services with pricing information.

11. EVALUATION METHODOLOGY

11.1 Overview

Evaluation Committees:

- Bank will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. Proposals will be evaluated by the Technical Committee. The Technical Committee is made up of members representing the project subject expertise from the Bank. The Purchase Committee is made up of members representing the Bank. The Technical Committee will review and score (if needed) all proposals and will make the final recommendation to the Purchase Committee.
- The Board of Directors of the Bank will receive recommendations from the purchase committee and make the final decision.

11.2 Compliance with Mandatory Requirements

To be considered responsive, a submitted proposal must meet the minimum and mandatory requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Bidder agrees to perform all responsibilities within the RFP and the Contract Terms and Conditions.

11.3 Technical Evaluation

The Bank's approach to contract performance will be based upon the bidder's response to the following:

- Approach to meeting the mandatory requirements and specifications, as described in the RFP.
- Technical completeness in terms of complete requirement for enhanced setup, quality, supply, installation, support & maintenance of the solution sought;
- The benchmark results on the proposed systems.
- Bidder's compliance with scope of work and clear acceptance of terms and conditions of RFP.
- Experience of installation and service of similar system.
- Compliance of Bank's requirements, terms and conditions.
- Approach in addressing the goals and objectives specified in this RFP.
- Approach to a comprehensive and practical plan for project management and control mechanisms, including progress reporting, major decision-making, sign-off procedures and internal control procedures.
- Approach to how project delays will be addressed, should they occur.
- Approach of assuring sufficient resources and knowledgeable or experienced staff for meeting deadlines and compensating delays.
- Approach to contract responsibilities.
- Approach to resolving disputes or disagreements in contract or work requirements.
- Approach to meeting deliverables and milestones deadlines.

- Approach to change orders or modifications to work in progress.
- Approach to oral presentation, if required. The evaluation team will determine, after receipt of the written proposals, whether selected bidders will be requested to make any oral presentation based on their proposal. However, the evaluation team reserves the right to make an award without requesting an Oral Presentation from any bidder. All oral presentation costs will be the responsibility of the bidder.

11.4 Financial Scoring and Ranking

Financial Proposal shall be in a sealed envelope. The cost will be presented as key deliverables in the form of individual cost and a project total (sum of the deliverables). The total project cost must include all the required components listed in Annexure-A. All references in the Technical Proposal should be included within the cost quoted in the Financial Proposal - unless otherwise specifically stated.

11.5 Final Rankings of Proposals

The Bank will be the sole authority with respect to the evaluation of proposals. The bidder which best meets the conditions of each of the individual criterion will be awarded the highest preference for that specific criterion. Proposals that provide a complete solution meeting all mandatory requirements and include optional items will be given preference during evaluations. The balance of the bidders will be rated based on their evaluated preference.

The Bank reserves the right to accept an entire proposal, a partial proposal, and a single component of a proposal or no proposal at all.

12. PAYMENT TERMS

- Total amount will be paid in three installments at the end of each year.
- **33% of total payment will be paid** at the end of 1st year.
- **33% of total payment will be paid** at the end of 2nd year.
- **34% of total payment will be paid** at the end of 3rd year.

- In case of failure to deliver the necessary licenses in specific time or failure to meet a given deadline, 2.5% of the quoted price will be deducted for each week from the payment until all the deliverables are handed over to the Bank representative or the deadline is met. However, this penalty can be waived upon receiving satisfactory explanation to the Bank representatives.
- The vendor is required to submit weekly status reports outlining the project's progress and compliance with milestones and delivery dates. Each report will be verified by the Bank's representative that each of milestones and delivery dates are in line with the RFP and contract requirements have been met to date.
- Tenderers shall submit their proposal for having the works under the schedule in Offer to be filled in completely with all rates and amount in Bangladesh currency.

Taxes and Duties

It is reiterated that all bidder must quote the total price inclusive of all VAT, taxes and duties as applicable up to the payment. Suppliers may add VAT only (May be borne by bank) as per VAT act 1991, Tax to be deducted from their bills (as it is direct tax) as per ITO 1984.

13. PROPOSAL PRICE SHEET& SIGNATURE PAGE

FINANCIALSTATEMENT

(Tobe submitted on the pad of the bidder)

The undersigned agrees to provide a complete solution and service to the PRIME Bank Limited in accordance with this Request for Proposal's General Provisions, General Terms and Conditions and Financial Offer (Proposal Price Sheet).

13.1 By Submission of a Proposal, the Bidder Certifies

- 13.1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 13.1.2 No attempt has been made nor will be by the bidder to induce any other person or bidder to submit a proposal for the purpose of restricting competition.
- 13.1.3 The person signing this proposal certifies that s/he is authorized to represent the bidder company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 13.1.4 Bidder will comply with all Government regulations, policies, guidelines, and requirements.
- 13.1.5 Prices in this proposal have not been knowingly disclosed by the bidder and will not be prior to award to any other bidder.

13.2 General Information

Bidder Name_____

Phone()_____FAX()_____

Mailing Address_____

City_____Division_____Zip _____

TAX Identification Number _____

NID_____

Trade License_____

13.3 Ownership and Control

Bidder's Legal Structure:

_____Sole Proprietorship	_____General
_____Partnership	_____Corporation
_____Limited Partnership	_____Limited Liability
_____Other _____	

If bidder isa sole proprietorship,list:

Bidder Name _____
 Phone () _____ FAX () _____
 Mailing Address _____
 City _____ Division _____ Zip _____
 TAX Identification Number _____ Beginning date as owner of sole
 proprietorship _____

Provide the name so fall individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

VERIFICATION

I/We certify under penalty of perjury, that I/We am/are responsible official(s) (as identified above) for the business entity described above as bidder, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine.

(Signature)

(Date)

(Name and Title)(Typed or Printed)

Financial Offer

1. Name of the Company

2. Project Name:

S.N	Particular	Part No.	Quantity	Unit Price	Total Price for 3 Years
1	CoreCAL ALNG SA MVL DvcCAL	W06-00021	200		
2	SharePoint P1 Sub Per User	TVA-00020	1		
3	Exchange Server Ent ALng SA	395-02504	3		
4	M365 E3 Unified Sub Per User	AAD-33204	175		
5	M365 Apps Enterprise Sub Per User	3JJ-00003	100		
6	Win Server DC Core ALng SA 16L	9EA-00273	3		
7	SQL Server Standard Core ALng LSA 2L	7NQ-00302	4		
8	M365 E5 Unified w/o Audio Conferencing Sub Per User	AAD-33226	25		
9	GitHub Enterprise	997331	20		
10.	Implementation Cost (If Any)				
11.	Applicable VAT rate (.... %) and VAT/TAX amount on total price in BDT				
Total Price (Incl. of VAT and TAX)					

Please add if any other cost is related with the implementation of the project

(Signature)

(Date)

(Name and Title) (Typed or Printed)

ANNEXURE A: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

The detailed technical specifications for the Microsoft Enterprise Agreement of the Bank's environment are providing hereunder. All the requirements are mandatory. Bidder shall indicate the availability of each requirement as a standard product/solution in the respective column. The product/solution offered by the bidder must have reasonable warranty & guaranty, durable and fit for purpose.

All the functionalities are mandatory and should be available in the offered product/solution as standard product/solution. In case, any of these are not offered as standard product/solution, the bid may be made non-responsive

Microsoft Enterprise Agreement:

SLNo.	Requirement Category	Description	Bidders Response
1.	Microsoft Software Licenses:		
i.	CoreCAL ALNG SA MVL DvcCAL	200 Licenses with minimum 3 years SA	
ii.	SharePoint P1 Sub Per User	01 Licenses with minimum 3 years SA	
iii.	Exchange Server Ent ALng SA	03 Licenses with minimum 3 years SA	
iv.	M365 E3 Unified Sub Per User	175 Subscription with minimum 3 years SA	
v.	M365 Apps Enterprise Sub Per User	100 Subscription with minimum 3 years SA	

vi.	Win Server DC Core ALng SA 16L	03 Licenses with minimum 3 years SA	
vii.	SQL Server Standard Core ALng LSA 2L	04 Licenses with minimum 3 years SA	
viii.	M365 E5 Unified w/o Audio Conferencing	25 Subscription with minimum 3 years SA	
ix	GitHub Enterprise	20 Subscription with minimum 3 years SA	
2.	Implementation		
i.	Implementation	Implementations of license have to be done by partner or OEM. The resource persons who will work in the project from the OEM/SI, their CVs have to be attached with bid document.	
3.	Training		
i.	Training	Hands on learning session for the Microsoft product implemented in Microsoft Technology Centre and Cyber Security Centre in two batches (4 persons in each batch) in order to understand the application of Microsoft software products in Data Centre and Cyber Security Centre.	
4.	Experience		
i.	Experience	The local solution supplier must be a registered company in Bangladesh doing IT solution related business for last three (3) years.	
		Please mention the number of same or relevant product deployment in local industry.	
5.	Bill of Materials (BOM) (Financial & Technical)		
i.	License Details	Please Specify	
ii.	Miscellaneous	Please Specify	

ANNEXURE B: PROJECT MANAGEMENT

PROJECT MANAGEMENT

The Bank will work with the successful bidder at each point of the project.

- 1.1 Any and all work performed under the resulting contract(s) shall be subject to approval and acceptance by the Bank Representative. In no instance shall the Bidder's staff refer any matters to any Director or owners or any other high official in Prime Bank Limited unless initial contact, both verbal and in writing, regarding the matter has first *been* presented to the Bank's Representative.
- 1.2 All correspondence from the Bidder shall be addressed directly to the Bank's project Representative. The Bank's project Representative shall be responsible for corresponding and arranging meetings with Bank personnel and outside Agencies and associations.
- 1.3 The Banks project representative shall document performance of the Bidder as to the satisfaction of any deliverables required to meet the requirements of the contract.

The Bidder will be required to perform their work in compliance with Bank technology standards, policies and procedure.

ANNEXURE C: USER TRAINING

USER TRAINING

Requirements		Quoted Specification	Remarks
1.	A detailed training plan with specifications for training courses, schedules, site and requirements must defined.		
2.	The trainer should have at least two years of expertise and delivered training on the specific domain on which training is being delivered.		
3.	Training documentation has to be provided by the Microsoft.		

ANNEXURE D: DOCUMENTATION

DOCUMENTATION

Requirements		Quoted Specification	Remarks
1.	The vendor/supplier must provide a complete set of the following documentation: <ul style="list-style-type: none">- Users manuals- Technical / Operator's Manual		
2.	The vendor / supplier shall provide / turn- cover all system documentation (Technical and Functional Specifications, etc.), if applicable.		
3.	The vendor / supplier must also provide upgrades to manuals during the warranty period		

ANNEXURE E: QUALIFICATION APPLICATION

Qualification application

(To be submitted on the pad of the bidder)

Name of bidder:

Contact Info (for query):

1. Latest Audited Balance Sheet:

Please attach audited copies of summary of financial statement of last 3 years. **Please do not attach Annual Report Booklet).**

2. Company Profile:

- a) About Company
- b) About Directors
- c) About Senior Management
- d) Profile of employees to be engaged in this Project

3. Net Sales (in respective currency):

- a) Current period
- b) During the last financial year
- c) During the year before last financial year

4. Net Profit before Tax:

- a) Current period
- b) During the last financial year
- c) During the year before last financial year

5. Bidder's financial arrangements:

- a) Own Resources
- b) Bank Credit
- c) Others (specify)

6. Certificate of financial soundness from Bankers of Bidders:

7. Income Tax clearance: Please enclose copies of following documents:

- a) Details of Income Tax registration
- b) Last Income Tax clearance certificate

(Enclose necessary documentary proof)

ANNEXURE F: COMMENTS ON TERMS & CONDITIONS & SPECIFICATIONS

Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below-

SL No.	Page#	Point / Section #	Clarification pointas stated in the tender document	Comment/ Suggestion/Deviation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

ANNEXURE G: SUBMISSION FORM

Submission Form

(To be submitted on the pad of the bidder)

Head of Facility Management Division

Date:

PRIME Bank Ltd.

Prime Tower, Plot No.35 & 8 Nikunja Commercial Area,

Dhaka - 1229.

Subject: **Submission of proposal for Renewal of Microsoft Enterprise Agreement in Prime Bank Limited.**

Dear Sir,

With reference to your RFP Notice Dated, I/We, being agreed to the rules/conditions as contained in the relative schedule # **PBL/IT/RFP/Microsoft1/2023/** of PRIME Bank Limited, hereby submitted our proposal for "**Renewal of Microsoft Enterprise Agreement with Prime Bank Limited**" which includes the Technical Proposal and Financial 'Proposal sealed under separate envelopes.

I/we would also like to provide the following the information of our company:

1. Company Name, Address
2. Name of the Proprietor/ Partner/ Director:
3. Date of commencement of Business
4. Nature of the business
5. Total number of permanent employee
6. Particulars of identical projects with other : Bank/ financial Institution (related papers are attached with the Technical Proposal)
7. Relevant papers mentioned in the schedule are enclosed herewith:

a)

b)

c)

d)

e)

I/we solemnly declare that the statements made above are correct. I/We agree that any misstatement made by us, if detected later on, shall render our application unacceptable to the Bank.

(Signature)

(Name & designation of Authorized Signatory)

(Name & Address of the Bidder with Seal)

ANNEXURE H: NON DISCLOSURE AGREEMENT

This AGREEMENT is made and entered into by and between the Prime Bank Limited ("Bank") and _____ ("Company"), and is effective upon execution by both parties.

WHEREAS, the Company requires access to many forms of information and materials considered proprietary and confidential to the Prime Bank Limited; and

WHEREAS, the Company requires access to this information to propose, plan, develop, implement and maintain Bank systems and/or for successful completion of the Scope of Work; and

WHEREAS, information and materials includes, but is not limited to, [revise to fit] access to secure facilities, systems, technologies, information infrastructure, including network architecture; server environment, services and hardware standards. The Company must comply with the Bank, and government regulations in accessing and using Information.

THEREFORE, IT IS AGREED AS FOLLOWS:

The Bank will allow the Company access to all files and records required to perform Company's duties ("Duties") concerning the System.

The Company agrees to limit the use of this Information for the purposes ("Purposes") of developing, implementing and warranty of other Solutions.

The Company agrees that access to Information will be limited to approved employees and subcontracted employees ("Authorized Personnel"). The Company agrees that it will provide the Prime Bank Limited with a list of employees to be authorized for each agreed upon work order. Company agrees that all Authorized Personnel shall be informed of the provisions of this Agreement, and shall first agree to comply with the revisions of this Agreement before Company permits such Authorized Personnel to have access to any Information.

The Company shall obtain written authorization from the Bank prior to permitting any Consultant or sub-consultant employees to have access to Information. The Bank and Company will screen all contracted or subcontracted employees whom the Company requests to have access to Information. Screening may include a criminal record background investigation and others. At the Bank's sole discretion, the Bank may deny authorization to an individual because of criminal record or other pertinent reason. Authorization can be revoked immediately for anyone reasonably believed to be violating access/disclosure regulations.

The Bank agrees to further limit access to Information to Authorized Personnel. No copies of Information shall be made except as clearly necessary to accomplish purposes of this agreement.

Company agrees to destroy copies of such Information when copies of such Information are no longer needed for Purposes of this Agreement. The Company will not disclose any Information in a form which can identify an individual in any report or documentation, except for purposes of this Agreement when working with Department Name, Department personnel, or authorized personnel on the list.

The Company agrees to take all necessary reasonable precautions to protect Information from unauthorized access, alteration, or destruction. Information and programs to access it must be stored in secure, locked containers. Company programs shall employ all current safeguards to prevent unauthorized access to disk and tape files. Company Personnel shall not bypass or override security provisions in existing systems and networks in the course of their work and the programs they develop shall conform to existing security provisions.

In the event that Company deems it necessary, for the purposes of this agreement, to disclose Information to any sub-contractor, the Company shall notify the Bank and secure the written agreement of the sub-contractor to comply with all terms of this Non-Disclosure Agreement as if it were the Company named herein. The Bank shall have the right, at any time, to monitor, audit, and review the activities, policies, records, and documents of the Company and its sub-contractor in implementing this Agreement in order to assure compliance therewith.

Since this Agreement provides access to Information on an ongoing basis, the Bank reserves the right to immediately suspend furnishing Information under this Agreement when it is determined by the Bank that any rule, policy, procedure, or regulation described or referenced herein is violated or appears to be violated. The Company shall not be liable for any deficiencies in the performance of its duties caused by the suspension provided it is later determined by investigation of the Bank that the Company did not violate this agreement. Notice of any such suspension shall be provided to Company in writing by the Bank.

It is hereby understood and acknowledged by the parties that any breach of their obligations detailed in this Agreement may cause the other damage and that monetary relief will not be in every case an adequate remedy for any such breach. Accordingly, in the event of any such breach the damaged party may seek injunctive relief from such breach or threatened breach of this Agreement.

The Company shall immediately return and redeliver to Bank all tangible material embodying any confidential information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any confidential information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request; provided however that the Company may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying confidential information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

Prime Bank Limited Representative:

Company Representative:

Name:
Designation:
Date: Date:

Name:
Designation:

Official Seal:

Official Seal: