

**Bank of Baroda, Seychelles**

**PO Box 124, Ground Floor,  
Trinity House Albert Street,  
Victoria, Mahe**

**Inviting bids for supply, installation and Maintenance of one nos of through the Wall  
Cash Dispenser.**

**Bank of Baroda invites bids to select a vendor for supply, installation and Maintenance of one nos of through the Wall Cash Dispenser in two bid system.**

#	Particulars	Timeline
1	RFP Reference Number	BOB/SEY/ATM/002
2	RFP Issuance Date	06 July 2024
3	RFP Coordinator Name, Contact details (Bank)	1. Mr. Himanshu Pant, Chief Manager (IT) 2. Contact No. - +248 4673914 3. Email: <a href="mailto:it.seyche@bankofbaroda.com">it.seyche@bankofbaroda.com</a> 4. Postal Address: The Chief Manager (IT), Bank of Baroda, PO Box 124, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
4	Last Date of Written request for Clarifications Before the Pre-bid Meeting	11:00AM on 12 July 2024
5	Pre-bid Meeting	3:30 PM on 12 July 2024 at Bank of Baroda, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
6	Last Date of Submission of RFP Response (Closing Date)	3.00 PM on 26 July 2024 at Bank of Baroda, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
7	Technical Bid Opening Date	3.30 PM on 26 July 2024 at Bank of Baroda, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
8	Commercial Bid	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.

Sealed offers are invited for supply, installation and Maintenance of one nos of through the Wall Cash Dispenser.

## **1. Introduction**

### **1.1. Introduction and Disclaimer**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda Seychelles (“the Bank”) to select a vendor for supply, implementation and Maintenance of Document Management System Solution.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of the selection process and appropriate documentation being agreed upon between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

### **1.2. Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating, or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation, or due diligence exercise in relation to the contents of any part of the RFP document.

### **1.3. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

### **1.4. Costs Borne by Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and

exclusively by the Recipient / Respondent.

### **1.5. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

### **1.6. Recipient Obligation to Inform Itself**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

### **1.7. Evaluation of Offers**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **1.8. Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than the last date of receiving clarifications.

### **1.9. Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

## **RFP Response terms**

### **Lodgment of RFP Response**

#### **RFP Closing Date**

RFP Response should be received by the officials as indicated in “[A] **Important Dates – Last Date of Submission of RFP Response (Closing Date)**” as per the details given in this Section.

#### **Registration of RFP Response**

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

#### **Late RFP Policy**

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

#### **RFP Validity period**

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

#### **Contract period**

The Contract with the selected vendor will be valid for a period of 3 years from the date of go live sign off. The contract will be deemed completed only when all the items contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to

renegotiate these prices at the end of the contract period.

### **Requests for Information**

Recipients are required to direct all communications for any clarification related to this RFP to **RFP Coordinator**.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in “[A] Important Dates – Last Date of Written Request for Clarifications Before the Pre-bid Meeting”

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response. Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

### **Notification**

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent’s RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

### **Language of Tender**

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

### **Formats of Bids**

The vendors should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to

which the vendors have rendered their services for execution of similar projects.

### **Timeframe**

The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

### **RFP Response Submission Details**

Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

- a) **“ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ONE NOS OF THROUGH THE WALL CASH DISPENSER, SUBMITTED BY ..... ON ..... AT VICTORIA, MAHE, SEYCHELLES, DUE DATE .....**

#### **VENDOR DETAILS:**

**NAME ....., EMAIL ADDRESS ....., CONTACT NUMBER .....**” on the top of the sub-envelope containing the eligibility cum technical bid. This sub-envelope should have hard copy of Eligibility and Technical Bid Content. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical Bid.

- b) **“COMMERCIAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ONE NOS OF THROUGH THE WALL CASH DISPENSER - SUBMITTED BY ..... ON ..... AT VICTORIA, MAHE, SEYCHELLES, DUE DATE .....**” on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR BANK OF BARODA – RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ONE NOS OF THROUGH THE WALL CASH DISPENSER - SUBMITTED BY ..... ON ..... AT VICTORIA, MAHE, SEYCHELLES, DUE DATE .....**”

**The RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set**  
**Eligibility Cum Technical Bid**

- ▶ Annexure 05 - Undertaking from the Vendor
- ▶ Annexure 08 - Conformity Letter
- ▶ Technical Proposal: The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot

be removed and separated easily.

- ▶ Copy of the tender document along with the addendum (if any) duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
- ▶ Annexure 09 – Letter of Undertaking from OSD / OEM.
- ▶ Annexure 10 – Undertaking on Information Security.
- ▶ Annexure 16 - Masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Vendor as part of the commercial offer except that the masked price bid **should not contain any financial information**.

### **Commercial Bid**

- ▶ Covering letter on submission of Commercial bid
- ▶ Annexure 15 - Commercial Bid
- ▶ Annexure 07 - Conformity with Hardcopy letter

## **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point “[A] Important Dates – RFP Coordinator Name, Contact Details (Bank)”. The Bank has established a RFP coordinator to provide a venue for managing vendor relationship and other requirements through the Bank’s decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.
- b) The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- c) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- d) The proposal should be prepared in English in MS Word / Excel / Powerpoint format.
- e) All letters must be addressed to the following:  
Chief Manager (IT)  
Bank of Baroda, PO Box 124, Trinity House, Albert Street, Victoria, Mahe, Seychelles
- f) Only one submission of response to RFP by each Respondent will be permitted.
- g) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- h) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- i) Unsigned responses would be treated as incomplete and are liable to be rejected.

## **Commercial Bid**

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 15. The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.



## **General Terms**

1. The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
2. The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
3. Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.
4. Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.

## **Rules for Responding to this RFP**

1. All responses received after the due date / time as mentioned in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected.
2. All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids.
3. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor.
4. Either the Seychelles agent on behalf of the principal/ OEM / OSD or Principal/ OEM / OSD itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM / OSD, the same agent cannot submit a bid on behalf of another Principal/ OEM / OSD in this tender for the same solution.
5. The vendor is required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the vendor does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
6. Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. The vendor is expected to provide the best option and quote for the same.
7. Vendor must furnish requirements as per the formats provided in the RFP document.
8. In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor’s and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
9. The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank’s interpretation will be final.
10. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has

not quoted for the same.

11. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
12. The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

## **Price Bids**

1. The date for opening of price bids would be communicated separately to the successful Vendors post the completion of the technical evaluation
2. The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
3. The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes, duties, levies. Though the installation of Cash Dispenser would be at Bank premises, or any location identified by Bank, vendor shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff. Hence the vendor will bear the risk of loss if any, till the ownership has passed to Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
4. In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, service tax and any taxes introduced instead of Service tax, VAT and levies associated to Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies.
5. If any Tax authorities imposes any tax, charge or levy or any cess / charge other than VAT and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate
6. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank

on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor". Vendor should ensure that the project should not suffer for any reason.

7. The Bank will consider the Total Cost of Ownership (TCO) over a three year period. However the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be adjusted on a prorated basis

### **Other RFP Requirements**

1. This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
2. The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
3. The Bank reserves the right to extend the dates for submission of responses to this document.
4. Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates –RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.
5. **Preliminary Scrutiny** – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
6. **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the

proposed project.

7. **No Commitment to Accept Lowest bid or Any Tender** – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
8. **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
9. **Price Discussion** – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
10. **Right to Alter**– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities
11. **Details of Sub-contracts, as applicable** – If required by the Bank, VENDOR’s should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the vendor, the vendor shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
12. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.
13. There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.
14. Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any

laws in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

15. **Letter of Undertaking from OSD / OEM (Annexure 09)** – The Vendor should furnish a letter from OEM / OSD authorizing the Vendor to quote for OEM's / OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required support from the OEM / OSD in respect of the items stipulated in the RFP.
16. **Undertaking on Information Security (Annexure 10)** - The Vendor should furnish a letter both from the OEM / OSD (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both OEM / OSD and the vendor is on Information security as per regulatory requirement.
17. The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
18. The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner

## **Terms of Reference**

### **Delivery**

The Cash Dispenser must be installed as per project scope within a period of 6 months in totality from the date of acceptance of purchase order by final vendor. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above.

In case the deadlines are not met then the vendor will have to pay penalty to Bank of Baroda @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to

cancel the entire order.

Any deliverable that has not been implemented or is not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract

### **Payment Terms**

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

#### **a) Hardware Cost**

- 1) 40% of the cost of Cash Dispenser within 7 days of issuance of purchase order
- 2) 40% of the cost of Cash Dispenser after Delivery at Bank's premises
- 3) 20% of the cost of Cash dispenser after successful installation of the ATM.

#### **b) AMC / ATS – Payable annually in advance against receipt of satisfactory service of previous year from the Bank's Project / Operation Manager**

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by Bank of Baroda, Seychelles per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved

### **Dispute Resolution**

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract

or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

### **Governing Laws**

The subsequent contract shall be governed and construed and enforced in accordance with the laws of Seychelles applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Seychelles shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **Notices and other Communication**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### **Force Majeure**

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of Seychelles in their sovereign capacity, strikes, political disruptions, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such

conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

### **Assignment**

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

### **Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **Confidentiality**

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

- Relates to the Disclosing Party; and
- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials,



reports, specifications or other documents or materials that may be shared by the Bank with the vendor.

- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality. The prior permission of bank is mandatory for any assignment by vendor to any other parties.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to

know the same for the purposes of maintaining and supporting the software provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or

- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
  - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge,

information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

- e) The rights in and to the data / information residing at the Bank's premises in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no

longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank

### **Termination**

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior to notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

The Vendor understands the importance of this Project and that it would require commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavours to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### **Publicity**

Any publicity by the vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### **Solicitation of Employees**

The selected vendor, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

## **Inspection of Records**

All vendor records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities

## **Visitorial Rights**

The Bank and its authorized representatives, including Central bank of Seychelles or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## **Compliance with Laws**

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

## **Order Cancellation**

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.
- Failure of the vendor make good the situation within the remedy period
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 10% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

## **Indemnity**

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of

the Vendor under this RFP; and/or

- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors

The Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Vendor in the defence and settlement of the claims

However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either

- 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or
- 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

### **Corrupt and Fraudulent Practices**

It is expected that Vendors / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:



- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

Vendors responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure 17 which will be also signed by Banks representative

The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **Violation of Terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **Authorized Signatory**

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

### **Service Level Agreement and Non-Disclosure Agreement**

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

## **Right to Reject Bids**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not properly or duly signed.
- It is received through Telex / telegram / fax / Email
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

## **Limitation of Liability**

Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP.

Under no circumstances BOB shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor

## **Ownership, Grant and delivery**

The Vendor shall procure and provide a non-exclusive, non-transferable, enterprise wide perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

- A. The license shall specifically include right To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from

time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test, Development and Training.

- B. To Copy. (i) to copy the Software that operates on Cash recycler systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.
- D. Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.
- E. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person. Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works

thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

- F. Rights: The Vendor shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Vendor is in breach of the Vendor's warranty and obligation.

### **Grievance Redressal**

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to Chief Executive (Bank of Baroda, Seychelles) at [ce.seychelles@bankofbaroda.com](mailto:ce.seychelles@bankofbaroda.com). It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

### **Additional Requirement**

The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the RFP.

**Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers

**Annexure 01 - Bid - Table of Contents**  
**Eligibility Cum Technical Bid to contain the following**

<b>Section #</b>	<b>Section Heading</b>	<b>Proforma Given</b>
1	Undertaking Letter	<b>Annexure 05</b>
2	Conformity Letter	<b>Annexure 08</b>
3	Letter of Undertaking from OSD / OEM	<b>Annexure 09</b>
4	Undertaking of Information Security	<b>Annexure 10</b>
5	Executive Technical Summary	<b>Vendor to provide</b>
6	Copy of the tender document along with the addendum duly sealed and signed on all the pages of the document.	<b>Vendor to provide</b>
7	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <b><u>should not contain any financial information</u></b> )	<b>Annexure 16</b>
8	Integrity Pact	<b>Annexure 17</b>
9	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	<b>Vendor to provide</b>

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

**Commercial Bid envelope to contain the following**

<b>Section #</b>	<b>Section Heading</b>	<b>Proforma Given</b>
1	Covering letter on submission of Commercial Bid	<b>Vendor to provide</b>
2	Commercial Bid	<b>Annexure 15</b>

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

## **Annexure 05 – Undertaking**

To

Chief Executive  
Bank of Baroda, Seychelles

Sir,

**Sub: RFP for supply, installation and Maintenance of one nos of through the Wall Cash Dispenser**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in Seychelles  
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent
  - ii. Amount and Currency in which Commission paid / payable
  - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer



in case the bank is of the opinion that the required information is not provided or is provided in a different format

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

**Annexure 06 - Comments Format**

[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, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects 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.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

<b>Sr. No.</b>	<b>Page #</b>	<b>Point / Section #</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/ Suggestion/ Deviation</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

**Annexure 08 –Conformity Letter**

**(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)**

To  
The Chief Executive  
Bank of Baroda, Seychelles

Sir,

**Sub: RFP for supply, installation and Maintenance of one nos of through the Wall Cash Dispenser**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows

:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**Annexure 09 – Letter of Undertaking from OSD / OEM**

***(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)***

To  
Chief Executive  
Bank of Baroda, Seychelles

**Sub: RFP for supply, installation and Maintenance of one nos of through the Wall Cash Dispenser.**

Sir,

We ..... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ..... having factories at ....., ..... and ..... do hereby authorize M/s ..... (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ..... which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 5 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s ..... not being able to fulfill its obligation as M/s ..... vendor in respect of the terms defined in the RFP, ..... (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.                      Fax                      E\_mail                      )

**Annexure 10–Undertaking of Information Security**

***(This letter should be on the letterhead of the bidder as well as the OSD / OEM duly signed by an authorized signatory on Information security as per regulatory requirement)***

To  
Chief Executive  
Bank of Baroda, Seychelles

Sir,

**Sub: RFP for supply, installation and Maintenance of one number of through the Wall Cash Dispenser**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

## **Annexure 11–Technical Requirement (Project Scope)**

Bank of Baroda, Seychelles desires to purchase one number of **through the Wall Cash Dispenser**.

Bank has deployed one ATM connected with Base24 switch at its Data Centre.

The Switch software is supplied by ACI Worldwide India Pvt. Ltd. and managed by Bank of Baroda through the system Integrator M/s Hewlett Packard India Sales Pvt. Ltd. The Base24 switch is connected to VISA. The ATM is connected to Base24 switch through Leased Line.

Bank's ATM provide a number of value added services besides Cash Withdrawal. The major services delivered through Bank's Machines include :

1. Cash on Mobile
2. Green PIN

**Note:** The services mentioned as above are illustrative and not exhaustive. Also, the Bank plans to introduce many more such services to be delivered through its ATM, such as Registering for Mobile Banking Services, Bill Payment, Electronic Funds transfer etc or any other futuristic services possible through these machines.

The Bank proposes to roll out the system which has a partially distributed architecture to enable smooth functioning of various Offices at various levels.

### **A. Project Scope**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to shortlist the bidders for supply, installation and Maintenance of one number of through the Wall Cash Dispenser.

This RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidders as identified by the Bank, after completion of the selection process as detailed in this document

#### **1. Broad Scope of Work**

- 1.1. This Request for Proposal (RFP) has been issued by the Bank for procurement of one number of Cash Dispenser for installation at its branch in Victoria, Mahe, Seychelles.
- 1.2. The vendor is expected to install the ATM within -06- months of PO issuance.
- 1.3. The vendor will also supply, install and maintain Cash Dispenser for a period of three years.
- 1.4. The vendor shall do proactive monitoring and do servicing of Cash Dispenser at regular intervals and advise the Bank on Hardware /Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade during the contract period as the. In the event the Cash Dispenser supplied by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the

vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

- 1.5. Vendor should provide the complete documentation including technical, operations, user manual, etc.
- 1.6. Following documents should be delivered by the Vendor to the Bank for every software including third party software before Cash Dispenser become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system /database administrative documents, debugging/diagnostics documents, test procedures etc.

## **2. Training**

Bidder shall organize for training (familiarization) to the Bank's team as follows:

1. One working days training to Bank's Team is to be imparted before making ATM Live.
2. Module wise Job cards to be provided (both in Hard and soft copies) to all the trainees.
3. Training to the Bank team should cover the system administration viz
  - a. Configuration management
  - b. Cash Loading,
  - c. Generation of EJ reports
  - d. Troubleshooting etc.

## **3. Helpdesk Requirement**

1. 24\*7, 365 days a year, online support facility through phone and email by L1, L2 and L3 remote staff from vendor depending on the criticality of the issue.
2. Escalation process should be in place for unresolved issues.
3. Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees, etc
4. Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.
5. The bidder should have proven experience and expertise in providing 24\*7, 365 days help desk support.

## **4. Monitoring and Audit**

1. Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, network security controls and program change controls. The vendor must provide the Bank access to various monitoring and performance measurement systems. The vendor has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

2. For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.

3. Technical Evaluation will be done as per points below:

Sr No	Feature	SPECIFICATION / CONFIGURATION		Yes/No	Remarks
Make		Model			
1	MODEL	Through the wall model CD			
2	PROCESSOR	Intel i5 6th Generation or equivalent or higher with base frequency 3.00 GHz or more with 6 MB cache or higher			
3	MEMORY (RAM)	8 GB DDR4 RAM or higher with scope to increase capacity whenever required.			
4	HARD DISK DRIVE	One 500 GB/1TB SSD/M2 SSD (Primary and 1 TB SATA/e-SATA HDDs (Secondary) or higher			
5	USB Port/Lan Port	Machine should have Minimum 3 USB ports and 10/100 mbps LAN card.			
6	OPERATING SYSTEM AND CONTROLLING SOFTWARE	<p>Windows 11 or Windows 10 (2019/2021H2 LTSC) or Linux (subject to Platinum Support, Bidder to provide evidence with RFQ bid. ), upgrades and security patches for next 7 years. In case supplied OS is declared end of support by Microsoft, the BIDDER has to replace the same with a supported OS including the supported hardware changes or provide compensating controls without any cost to Bank.</p> <p>Compatible with Base24 Switch Connectivity. V-SAT / Leased Line / ISDN / CDMA technology. Reversal Message of Transactions. Multi-Lingual software for customer display apart from English. Remote retrieval of Journal particulars Electronically. Should support checking transactions for Hot cards, Warm Cards, Expired Cards, Skimmed Cards, Account Type, and service restriction Online or Offline mode. 100Mbps Ethernet controller. OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.</p>			This should be supported till 2031



		<p>Trace features (provide log file for all messages received and sent by ATM. Especially in networked conditions, log should provide information from where the message is received and to which the message sent on their IP addresses.</p> <p>ATM should be preloaded with CEN3.20 or higher compliant XFS software and should be capable of running multi-vendor software without any hardware / operating system changes.</p> <p>Supporting CD driver emulations NDC / Diebold 912</p>		
7	CURRENCY CHEST	<p>CEN 1 or higher safes or UL safe (UL 291 Level 1 and above standard) and certificate should be in force.</p> <p>S&amp;G / KABA (or an equivalent make, of high international repute), Centrally / Remote controlled dual electronic combination lock of 6 + 6 digits with capability for one-time combination (OTC) and audit trail without any hardware change S&amp;G/Kaba or lock of any equivalent lock of international repute can be used".</p> <p>Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre</p> <p>Machine would support integration of sensors if required by Bank at future date.</p>		
8	CURRENCY CHEST LOCKING SYSTEM	Dual Combination S&G or equivalent Electronic Lock of 6+6 digits with one-time combination (OTC) and code generation and audit trail capabilities		
9	DISPENSER	<p>Vacuum/Friction Pick technology presenting mechanism Mode: (Stack and Present/Bunch) Can dispense old / new / mixed notes. Delivery speed: not less than 5 per second. Delivery notes it dispenses at a time: (should not be less than 40 notes at a time) Retract and purge capability however cash retraction should be disabled as of now. However, the CDs should be capable to be enabled for cash retraction if so desired by the Bank in future. Bidder shall supply ATMs with inbuilt solution to avoid fixing of false plate or avoid any other type of tampering by fraudster at dispenser/cash slot which result in financial loss to bank. Bidder to supply required hardware/software solution to stop such fraud.</p>		
10	CURRENCY CASSETTE	<p><i>Double Pick module with four currency Cassettes with Latch</i> Can dispense any denomination of Indian</p>		

		<p>currency Rupees 50 / 100 / 200/ 500 / 2000.  Each cassette should hold minimum of 2500 notes  Removable Divert bin with Latch (Purge bin)  Capable of Multi currency dispensing  Indication of proper insertion of cassette.</p>		
		<p>Capacity: Not less than 2,500 places per cassette.  Compatibility: Old/New/Mixed notes.  Capable of dispensing used/old notes  Latching facility is required.  The Cassette shall be compatible for cassette-swap implementation.  Sensor to send low-cash supply message to the Switch centre.  Reject BIN or Divert cassette bin with lock and key with capacity to hold at least 200 notes.</p>		
11	PRINTERS	<p>No journal printer  <i>However, there is capability of Electronic data capture Journal.</i>  Customer/Journal Printer rolls has a sensor to indicate low supply to the Switch centre.  Should cut and present the Transaction slip to the card holder through the customer receipt slot.  Graphic image print should be supported.  Support for receipt printing in English, Hindi and local languages</p>		
12	KEY PAD	<p>16 keys and above  Type:  Privacy in operation if key board with key guard.  The CD should have PIN Pad Shield covering all three sides to avoid shoulder surfing or capture by the external camera.  Metallic stainless-steel/poly carbonate PIN Pad.  The CD should have Recessed PIN Pad or PIN Pad Shield covering all three sides to avoid shoulder surfing or capture by the external camera.  All CDs must have PCI compliant Encrypting PIN Pad (EPP) and 3DES double length keys for protecting the PIN data with PIN pad shield.  Rear view mirrors will allow CD users to see what is happening behind him/her when he/she enters the PIN (shoulder surfing). All CDs would have rear view mirrors covering majority area of CD site.</p>		
13	OPERATIONAL KEYS	<p>Touch Screen and/or Eight keys FDK- <i>Both Touch screen as well as eight keys FDK is desirable. However, Touch Screen is mandatory.</i></p>		

14	CARD READER with EMV/PCIDSS COMPLAINT	<p>Smart Card, Chip Card EMVCo Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced/upgraded with valid and latest certificate at no additional cost to the Bank.</p> <p>Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM (IFM) certificates. On expiry of certificate, it should be replaced with valid certificate. at no additional cost to the Bank.</p> <p>Should be a Hybrid card reader technology having capability to read both Smart Card and Magnetic Card magnetic tracks 1 &amp; 2 (with latest version (4.0 or later) EMV-compliant) Dip Smart Card Reader with anti-skimming device and anti-shimming device installed and integrated with the card reader of the CD. Should be equipped with solution/device for protecting from Deep insert skimming and shimming. Card reader should be capable of disabling reading the magstrip as and when required by the Bank. If physical visit is required for disablement, vendor to arrange the same at no additional cost to the Bank BIDDER will also ensure that ATM machine are having Dip Smart Card Reader with anti-skimming and anti-shimming device installed and integrated with the card reader. Further, it should be equipped with inbuilt dip protection plate or equivalent solution / device for protecting from Deep insert skimming and shimming attack on ATMs</p>		Bidder to provide L1 and L2 certificate
15	DES CHIP	<p>Triple DES encryption, validation and verification enabled. Rugged spill proof Triple DES compliant 16 key Alphanumeric keypad with secured Encrypting PIN Pad with stainless steel (EPP pin pads) keys PCI Compliance (should comply to latest standards, PCI 3.0 or above) (3 DES Chip with encryption and validation software. Should hold all the hardware and software to enable at any time). Capable of supporting Remote Key management DES / RES.</p>		
16	DISPLAY MONITOR TO CUSTOMER	<p>15" and above LCD Colour Display with Privacy filter screens and Touch Screens. Trilingual screen support (message display in multi-lingual, local language, Hindi &amp; English). Ability to add / flash messages on welcome loop screens and all screens as requested by Bank. The CDs should have privacy screen filter to enable the view of the CD screen only to the customer standing in front of the CD.</p>		

17	SUPPORT TO PHYSICALLY / VISUALLY CHALLENGED	Suitability for visually challenged (with audio support). Braille stickers on all devices as per requirement to support visually challenged. ATM must have Braille Decals on Customer interface modules like card entry slot, Cash exit slot, receipt slot in order to ensure ease of access for visually challenge person. ATM should have Voice guidance support with internal speakers & headphone & jack. Suitable for wheel-chair-based operation for physically challenged. ADA and AFA compliant and suitable for wheel-chair base operation for physically challenged.		Bidder to provide self-declaration on letter head
18	EDJC	Compatible for remote Electronic Data Capture of Journal.		
19	PROTOCOLS	Should support TCP/IP or any other protocol introduced in future. Should support IPv6 also. ATMs should be able to connect through Leased Line, V-SAT, GSM & CDMA etc		
20	CD Cabinet	Should hold all the hardware for making above specified activities Like processors / ports / network interface cards, etc.		
21	ATM FUNCTIONALITY	Should be mechanically and electrically capable of functioning 24 X 365 basis. Should enable voice using software of Bank's choice and should support for audio.		
22	POWER	Power and telecommunications cabling carrying data or supporting ATM services should be protected from interception or damage. BIDDER should follow stringent guidelines and best industry practices to protect the system from unauthorized access and wire-tapping. Power consumption of the ATM for average 300 transaction should not be more than 200 Wats		Bidder to provide self-declaration of same on letter head.
23	CD SOFTWARE	All CDs shall be adequately hardened. No malware including viruses, worms & Trojans enter the machine and affect the CD and the network. All CDs should be PA-DSS Compliant Vendor to provide hardened Operating system blocking all unwanted ports and applications Application should be PCI PA-DSS compliant as on date of supply of CD.		
24	OTHERS			
A		Should be capable of Audio guidance ATM to be enabled with Voice guidance with Text to Speech full-fledged voice guidance solution for visually impaired persons with necessary software, customized screens and voice files and hardware. Successful Bidder to ensure that all ATM's provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like ear phone jack etc; which should be able to guide the visually impaired		

		<p>cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA guidelines for enabling visually impaired persons to transact at ATMs.</p> <p>The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount using EPP only.</p>		
B		The software required for connecting the CD to the existing BASE24 Switch to be provided.		
C		BIDDER shall provide required mesh to cover the holes available in the CD to prevent the dust/ insects/ rat/ lizards entering into the CD.		
D		<p>Must be capable of performing under extreme conditions. Temperature: Minus (-) 5 degree Celsius to +50 degree Celsius (Without Air Conditioner) Humidity: 5% to 95 % (Without Air Conditioner)</p> <p>ATMs shall be energy efficient. ATMs have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc.) as per industry standard.</p>		
25	Protected CD/USB Slots	<p>ATM should have <b>protected USB ports</b> under operating system log-on.</p> <ol style="list-style-type: none"> <li>1. ATM USB Ports should be configured to work in a locked down / restricted mode (with non admin rights).</li> <li>2. When the user is logged in as an Administrator, USB drive (Pen Drive, USB HDD) should ask for a password and only upon a valid password it should allow the user to activate the USB Drive.</li> <li>3. Such password should be generated dynamically and not a default password</li> <li>4. The authorized personnel should retrieve the password from a central helpdesk via email or telephone or SMS through a registered email / mobile number.</li> <li>5. There should be a tracking / database maintained for the Password issued to every ATM and retained for audit purpose</li> </ol> <p>This is required to protect the ATMs from malware.</p>		
26	BIOS Password	CD should have the provision to change the default BIOS password to Banks own Password.		
27	ATM Communication Security	<p>Bank wishes to adopt high software security with use of application <b>ATM Communication Security</b></p> <p>Solution Should comply to PCI DSS Standards</p> <p>The solution should comply with the following</p>		

		<p>processes: -</p> <ol style="list-style-type: none"> <li>1) Server Certificate to ATM for Authentication</li> <li>2) Verification of Server Certificate at the ATM</li> <li>3) New session for every new communication between ATM &amp; Server ATM Application should provide a secure communication TLS 1.2 to the host / ATM switch such that the data flowing between ATM &amp; Switch remain secure).</li> </ol> <p>Necessary and latest TLS 1.2 at the ATM level will be vendor responsibility and at the back-end switch level it will be Banks responsibility. In case of any TLS version upgrade, Bidder will upgrade without any cost to Bank.</p> <p>The dispenser and ATM PC Core should be strong encryption between ATM PC Core &amp; Dispenser. The process of authentication between ATM &amp; PC Core to be controlled through a physical access to safe if there is any change in HDD OS which already connected and authenticated</p>		
28	Unique Hood Key	<p>Top cabinet box should have a capability fit a unique lock. Machine to be equipped with unique key</p>		
29		<p>Bidder should have ISO certification 14001 or 9001 and submit the same with RFP bid</p>		<p>Bidders to provide auditors certificate</p>

## A. OTHER SPECIFICATIONS

1. Graphic Thermal receipt printer
2. EJ to be also written in ATM's hard disk. The solution should include a EJ viewer.
3. Support centralized EJ pulling/remote retrieval of EJ data electronically.
4. Low media warning for all items viz: Bills, Journal Rolls, consumer printer roll etc.
5. Inbuilt SMPS to work on 230 Volts, 50 HZ power supply.
6. Support input voltage of 230 V AC / 50 HZ with +/- 5% variations.
7. ATMs should be Scalable of One to One Marketing. Client when Loaded on CASH DISPENSERS should be able to interact with different CRM sources using open standard messaging standards.
8. ATMs should have rear mirrors covering majority area of site which allow users to see what is happening behind him when he enters the PIN to avoid shoulder surfing. ATMs should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras

## B. OTHER SPECIFICATIONS

1. ATM should be able to dispense Rs. 50, 100, 500 or any other denominations notes introduced by Central Bank of Seychelles during the contract.
2. ATM should dispense at least 40 notes at one go/single bunch.

3. ATM should have Capacity of notes storage up to a minimum of 10,000 notes with four storage cassettes or higher and each cassette should have minimum capacity of 2500 notes for dispensation.
4. ATM should have capabilities of dispensation using any Bank's Debit / Credit cards
5. ATM should be able to perform all the normal and value-added services like balance Inquiry, Pin Change, mini statement printing, transfers etc. without any change or up gradation.
6. All cassettes of the ATM should be configurable for any denomination. Bidder will configure the cassette as per currency availability in branch without any cost to Bank.
7. Cassette Configuration can be assigned individual denomination-wise or can be even configured to have more than one or all denomination per cassette.
8. ATM should have pilfer proof camera at the cash dispensation slots and should able to capture the images at the time of dispensing the cash.
9. BIDDER will ensure before delivery that operating system is hardened to block the services which are not required.
10. BANK proposes to connect these to its Base 24 Switch. BIDDER will take total responsibility for supplying, installation of ATM and making them operational with integration to Base24 switch.
11. BIDDER shall undertake complete end-to-end installation & operationalization of ATM.

### **C. Software/Hardware Support:**

- 1) Any additional regulatory compliance received after the Go Live Date will be discussed and implemented at mutually agreed terms.
- 2) For all existing software provided as on Go Live Date Bidder shall provide all the updates / patches / modifications to enhance the existing/new functionality during the term of the contract without any cost.
- 3) BIDDER has to undertake full responsibility of providing software or computer programs like upgrades, updates, patches, OS, agents, etc or any other as required by Bank during the tenure of agreement from the date of Installation.
- 4) In the event of Microsoft ceasing support to the existing operating system BIDDER shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed for one time with no extra cost to Bank. BIDDER shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank.
- 5) BIDDER has to indemnify Bank against all copy right issue, claims etc. from the software provided by BIDDER. BIDDER has to undertake full responsibility for keeping ATM virus free or any other malicious program free without any extra cost.
- 6) Upgradation of the software, Change of Configuration parameters pertaining to ATM for the purpose of enhancing the existing functionality will be done by BIDDER at no cost to BANK
- 7) All operating system upgrades / proprietary software upgrades / patches / licenses will be provided free of cost and also installed in all the ATM at no cost to BANK for the entire period of support committed. OS Hardening has to be done for the ATM. BIDDER is responsible for ensuring that system does not get affected by virus/malware

- 8) BIDDER will obtain transit insurance cover for ATM from their factory/warehouse to BANK site and such insurance cover should be available till 7 days from date of installation whichever is earlier.
- 9) ATM should be upgradeable to support any additional services that Bank may introduce at a later date at no extra cost to BANK if hardware changes are not required.
- 10) BIDDER will coordinate with Bank's IT team for installation, operationalization and integration of the ATM in Bank's network.
- 11) Any issue for Cash dispenser Hardware / Software will be sorted out by BIDDER without any extra cost to Bank.
- 12) ATMs shall be energy efficient. ATMs have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc) as per industry standard within the country.

#### **D. GENERAL**

- Deviations from technical specifications must be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ATMs to meet present requirements, the ATM should be upgradable to support any additional services that Bank may introduce at a later date.
- The BIDDER shall provide all other required equipment's and services, whether or not explicitly mentioned in the contract, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.
- The selected BIDDER shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this contract and as committed by the BIDDER either at site or in his works without any extra cost to the Bank.
- Bidder shall maintain all native applications (supplied under this project as on go live date) during the Contract Period so that the System shall, at all times during the Contract Period, meet or exceed the specifications in the Project Documents without any cost to Bank.
- Windows 10 IoT LTSC with official support from Microsoft for all support, upgrades and security patches for next 7 years. In case supplied OS is declared end of support by Microsoft, the BIDDER has to replace the same with a supported OS including the supported hardware changes or provide compensating controls without any cost to Bank.
- To support the existing / new functionality if there is any Hardware Parameter changes required as per Bank's business requirement, charges for the same will not be applicable.
- Any new functionality which enables new transaction (considered as Financial or Non-Financial type) introduced by the bank for which the application is provided by the bank and does not require any Hardware / Software upgrade, NCR to add the application in existing build & push the same remotely / or install it through field visit without any cost to bank
- Compliance of all Regulatory Requirement during the Contract period with respect to ATM to be provided by Bidder. However, Any Compliance issued after go live date of the project and during the contract period will be implemented on mutually agreed cost.



- Any new functionality (Financial or Non-Financial type) introduced by the Bank during the contract that requires Hardware upgrades/Software /Application development, integration, UAT, Pilot testing etc will be supported on mutually agreed applicable terms, conditions & cost.

**Note:**

The bidder should provide a compliance statement for all the above specification of technical requirements against each item.

All relevant product information such as technical specifications sheet etc should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid.

## **Annexure 12 - Service Levels**

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 reporting, escalation and resolution infrastructure.
- Time bound problem addressing for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by CBS/ /Visa/Master Card towards compliance as part of ATS at no extra cost to bank for the entire contract period.

### **Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99%), as measured on a monthly basis.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

## Annexure 15 – Commercial Bid Format

SL.No.	Items	Qty (A)	YEAR 1	YEAR 2	YEAR 3	TOTAL
			AMT	AMT	AMT	AMT
1.	Cost of ATM machine	1	0.00	X	X	0.00
2.	Annual SW Subscription	1	0.00	0.00	0.00	0.00
3.	Installation/Commissioning charges	1	0.00	X	X	0.00
4.	AMC ATM Hardware	1	X	0.00	0.00	0.00
5.	Any Other Charges**	1	0.00	0.00	0.00	0.00
<b>Total</b>						<b>0.00</b>

### Note

- a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b. The amount quoted should be inclusive of all taxes and duties. The detailed Bill of Material to be submitted along with the commercial bid.
- c. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- d. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- e. All Deliverables to be supplied as per RFP requirements provided in the tender
- f. The Service Charges need to include all services and other requirement as mentioned in the RFP
- g. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- h. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc.
8. \*\* Details to be provided for any commercial provided against “Any Other Charges”.

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

## Annexure 16 – Masked Commercial Bid Format

SL.No.	Items	Qty (A)	YEAR 1	YEAR 2	YEAR 3	TOTAL
			AMT	AMT	AMT	AMT
1.	Cost of ATM machine	1	X	X	X	X
2.	Annual SW Subscription	1	X	X	X	X
3.	Installation/Commissioning charges	1	X	X	X	X
4.	AMC ATM Hardware	1	X	X	X	X
5.	Any Other Charges **	1	X	X	X	X
<b>Total</b>						<b>X</b>

### Note

- i. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- j. The amount quoted should be inclusive of all taxes and duties. The detailed Bill of Material to be submitted along with the commercial bid.
- k. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- l. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- m. All Deliverables to be supplied as per RFP requirements provided in the tender
- n. The Service Charges need to include all services and other requirement as mentioned in the RFP
- o. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- p. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc.
9. \*\* Details to be provided for any commercial provided against “Any Other Charges”.

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

## **Annexure 17 – Integrity Pact**

### **PRE CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, between, on one hand, Bank of Baroda, Seychelles (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other bank in Seychelles and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Bank's in Seychelles at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

### **5 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **6 Law and Place of Jurisdiction**

This Pact is subject to Seychelles Law. The place of performance and jurisdiction is the seat

of the BUYER.

## 7 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 8 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

8.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_