

Bank of Baroda, Seychelles

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

Inviting bids for supply, implementation and Maintenance of Document Management System Solution

Bank of Baroda invites bids to select a vendor for supply, implementation and Maintenance of Document Management System Solution in two bid system.

#	Particulars	Timeline
1	RFP Issuance Date	18 Oct 2023
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Himanshu Pant, Chief Manager (IT) 2. Contact No. - +248 4673914 3. Email: it.seyche@bankofbaroda.com 4. Postal Address: The Chief Manager (IT), Bank of Baroda, PO Box 124, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 PM on 23 Oct 2023
4	Pre-bid Meeting	3:00 PM on 24 Oct 2023 at Bank of Baroda, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
5	Last Date of Submission of RFP Response (Closing Date)	3.00 PM on 08 Nov 2023 at Bank of Baroda, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
6	Technical Bid Opening Date	3.30 PM on 08 Nov 2023 at Bank of Baroda, Ground Floor, Trinity House, Albert Street, Victoria, Mahe, Seychelles
7	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, implementation and Maintenance of Document Management System Solution at bank's Data Centre and Disaster recovery Site.

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 5 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, IMPLEMENTATION AND MAINTENANCE OF DOCUMENT MANAGEMENT SYSTEM SOLUTION – TENDER REFERENCE NO. 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, IMPLEMENTATION AND MAINTENANCE OF DOCUMENT MANAGEMENT SYSTEM SOLUTION - 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, IMPLEMENTATION AND MAINTENANCE OF DOCUMENT MANAGEMENT SYSTEM SOLUTION - TENDER REFERENCE NO. 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
- ▶ Executive Technical Summary:
- ▶ The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to providing Document Management System Solution ii) A summary of the Vendor's services related to the proposal that will be provided as a part of this procurement iii) Brief description of the unique

qualifications of the Vendor iv) A summary on capabilities such as resources and past experience of providing such solution v) Response to the technical requirements in Annexure 11 explaining the technical specifications wherever required. Information provided in the Executive Summary is to be presented in a clear and concise manner.

- ▶ 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 offer must be made in Indian Rupees only and the offer 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 deployment of Document Management System Solution 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 five 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 prorata 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 Document Management System Solution must be implemented as per project scope within a period of 4 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) Software Licenses

- 80% of the license cost on delivery of Software Licenses plus 100% of applicable taxes at actuals. The required documents to be provided along with original invoice:
- 20% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.

b) Hardware Cost

- c) 100% of the Hardware cost on installation of Hardware. The required documents to be provided along with original invoice:

d) Implementation Cost (OTC)

- 100% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.

e) AMC / ATS – Payable quarterly 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, including at the DRC even 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 largeness of this Project and that it would require tremendous 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 defence 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 and Development, Training, Near DR, Disaster Recovery Site of the Bank.

- B. To Copy. (i) to copy the Software that operates on server 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. 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

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Commercial Bid envelope to contain the following

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

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, Implementation and Maintenance of Document Management System

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.....by20

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:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
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, Implementation and Maintenance of Document Management System

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, Implementation and Maintenance of Document Management System.

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, Implementation and Maintenance of Document Management System

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 implement Document Management System (DMS) solution envisaging an integrated solution for a document archival and retrieval system, using high quality digital imaging in a workflow environment.

Bank through DMS is aiming at making use of the key technologies in Document Imaging, Workflow and Optical Character Recognition (OCR) for the purpose of making the data and the document available in electronic format for the business process optimization and decision support systems.

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

The DMS should have central document repository and distributed scanning locations, so scanning will take place in different locations as identified by the bank but documents will be stored in the repository in a central location.

The bidder shall supply a complete DMS solution to meet the functional and technical requirements. The bidder shall supply the software & licenses for the proposed solution (DMS) required for successfully operationalizing the solution proposed in the bid

Application will be accessed by Bank of Baroda Seychelles with a maximum of 6 concurrent users. Various MIS reports should be available in system.

A. Project Scope

The bidder is required to supply, configure, customize, maintain and support the software solution, server hardware, Network Attached Storage and Manageable L2 network Switch for DMS, which also includes but not limited to:

1. Broad Scope of Work

- 1.1. The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in Seychelles.
- 1.2. The vendor is expected to provide the Solution, including middleware, facility management, training, third party utilities and installation, testing, migration, providing requisite interfaces and provide technical support for a period of four years. The four year period consists of warranty and subsequent AMC/ATS period, from the date of implementation.
- 1.3. The vendor will also supply, install and maintain the server, network switch and storage hardware for the solution.
- 1.4. Implementation of the proposed solution should be completed within 2 months of the acceptance of order.
- 1.5. By means of diagrammatic / pictorial representations, the Vendor should provide complete details of the hardware, software and network architecture of the document management system solution offered, including the project plan for go live. Vendor to also provide security setup proposed in the solution and various layer of risk identification and mitigation measures.

- 1.6. The selected vendor should also support the requisite certifications, integration, and maintenance, compliance, etc.
- 1.7. The selected vendor should host the solution at Bank's premise/ advised premise in High Availability mode, along with DR and a minimum uptime time of 99.50 %
- 1.8. The vendor shall do proactive monitoring and do capacity planning 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 upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. In the event the hardware 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.
- 1.9. The selected vendor should provide a separate Test/ Development /UAT environment.
- 1.10. The solution should have ability to generate various MIS reports as per Bank's Requirement.
- 1.11. Vendor should provide the complete documentation including technical, operations, user manual, etc.
- 1.12. Following documents should be delivered by the Vendor to the Bank for every software including third party software before software / service 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.
- 1.13. The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable. The Vendor should also provide the MIS reports as per requirement of the Bank.
- 1.14. Any level/version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank free of cost in timely manner.
- 1.15. The proposed solution should be web based solution and should support majority of browsers.
- 1.16. The system should support online/ real-time comprehensive and customizable management dashboard.
- 1.17. Provide Open APIs so that bank's different applications can be integrated with the proposed DMS.
- 1.18. In future if API do not compatible with Bank's application, it will be bidder's prime responsibility to develop API which compatible with Bank's Application.

- 1.19. Documents stored should be retrievable on various criteria. The index system should create an organized document filing system and retrieval simple and efficient.
- 1.20. The proposed solution should support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps, Automatic stamping of annotations with user name, date and time of putting annotations, Securing annotations for selective users etc.
- 1.21. The proposed solution should support access control at multiple levels.
- 1.22. The proposed solution should provide web content management capabilities for providing web based access to users.
- 1.23. The proposed solution should support various file formats for storage of softcopy of various files / scanned image like – PDF, TIFF, JPG, JPEG, DOC, DOCX, PNG, XLSX, XLS, PPT, PPTX.
- 1.24. Solution should be capable of scan, index, manage, store and retrieve millions of documents or files. The system should be able to have the ability to scanning and tag the documents directly from web. Support for both Twain and ISIS protocols is required.
- 1.25. The Proposed solution must have the functionality to store the content in their original file format, compress the document, should have the functionality to run de-duplicate check before the storage of documents.
- 1.26. Facility of batch uploads of the data /pushing of the data.
- 1.27. Provide complete testing and required training to identified trainers and core users.
- 1.28. Training the core team & trainers (on Train the Trainer model)
- 1.29. Provide hand-holding support during roll-out.
- 1.30. Design & Size the hardware required at DC & DR and at scanning centres. The bidder is supposed to provide the complete hardware sizing required for the end to end functioning of DMS solution.
- 1.31. Provide DMS Services to enrich/enhance each document with additional meta-data fields to ensure end-to-end audit trail and tracking.
- 1.32. The successful bidder should provide comprehensive warranty and ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The period of warranty shall be of 1 year for the proposed software and application licenses provided by the bidder. The warranty shall start from the date of go-live of DMS application. The ATS for entire contract duration shall start immediately after warranty period is over. ATS of 3 years will be considered for commercial evaluation
- 1.33. The bidder is also required to quote for supporting software (apart from DMS) and the same will be considered for commercial evaluation. However, the Bank reserves the right to procure it from their empanelled vendors and not take the supply from the successful bidder.
- 1.34. The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.

1.35. The Bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities, wherever required to be provided by the vendor
- Physical and logical separation from other customers of the Vendor, wherever required to be provided by the vendor
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank

Security requirement of the Bank will be shared with the successful bidder

1.36. Vendor need to troubleshoot any problems occurring in the system for the contract period. First-point-of-contact for all service issues (Web, Email and Telephone support) should be available for the BOB team to contact. If the issue is not resolved in three working days, then on site support should be provided and issue to be resolved within two working days. Escalation matrix has to be provided for escalation of issues which are not resolved within the stipulated time.

1.37. All the patches/fixes, version upgrades of all the software components released by the Principal OEM during the contract period should be provided. The Bidder should ensure to implement all the patches/ fixes and version upgrades in the production environment to latest version during the contract period.

1.38. The vendor should provide for onsite comprehensive warranty for the software solution & produce documentary evidence from software OEM \ OSD of having agreed to provide back-to-back warranty and Technical Support for its supplied products and related services on the terms agreed between the parties.

1.39. The ATS support for DMS should include the following:

- All minor and major version upgrades during the period of contract at no extra cost.
- Program updates, patches, fixes and critical security alerts as required.
- Documentation updates.
- 24*7 support for DMS application related malfunctions as defined in SLAs and ability to log requests online

2. Training

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

1. Two working days training to Bank's IT Team is to be imparted before UAT.
2. Training of IT team and Front Office Users to be provided separately in different batches in Modular form. At least 1 full day training is to be given to the users.
3. Module wise Job cards to be provided (both in Hard and soft copies) to all the trainees.

4. Training to the IT team should cover the system administration viz
 - a. User management
 - b. Configuration of Database,
 - c. Management of Application software
 - d. Report writing
 - e. Security & Network management;
 - f. Backup & Disaster Recovery Operations
 - g. Troubleshooting etc.
5. Training to the User Groups of around 10 engaged with various domains of bank's operations about :
 - a. Functionality available in the Module
 - b. Parameterization
 - c. Auditing Techniques
 - d. Report Generation etc

3. Hardware Sizing and Performance Required

The Vendor has to provide necessary hardware (Servers / OS / Database / Middleware etc. which are required for the system)

The vendor must provide optimal size of the Hardware, Operating System, Database, Middleware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 4 years). Some of the basic parameters (indicative) for sizing are given herein under.

- Number of transactions (documents) per day → 20 with 5-7 pages per document.
- Concurrent users – approx. 6.
- Projected Growth per year - 10%
- System Uptime per day – 99.80 %

Expected DMS Application Response Time:

- Static Page loading like login page - <2 Seconds
- Executing search on the DMS and rendering search result on application user interface - <5 Seconds
- Viewing of documents / images of size <500KB – 5 Seconds.
- Making transaction on the system like edit, delete and report generation - <6 Seconds

The system should be capable of keeping online data of at least 7 years. Thereafter the system should provide purging & archival of data. The response time at server end should be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.8% and response time < 3 second) the bidder shall have to provide additional hardware, software without any additional cost to the Bank. The hardware supplied for the solution as part of this RFP should not exceed 80% of CPU(s), Memory(s), Hard Disk(s)

utilization levels at any given point in time during the TCO Period.

4. Helpdesk Requirement

1. 24*7, 365 days a year, online support facility through phone and email by L1, L2 and L3 remote staff from Systems integrator/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. Bidder should provide cost of above mentioned Support exclusive of Software License cost
6. The bidder should have proven experience and expertise in providing 24*7, 365 days help desk support.

5. 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, backup and recovery 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. Functional scoring as part of technical Evaluation will be done based on below mentioned points:

SN	Requirement Specification	RA	CU	UA	Comments/Remarks
	Support and Updates				
1	Overall 24h support of the solution by the vendor (email, phone, chat)				
2	Vendor should have a support team available during xxxx working hours (either located in xxxx or in a country with the same time zone as xxxx .)				
	Access & Security				
3	The system should be Windows/Linux based and compatible with MS SQL/Oracle DB SQL 2016 SP1 or higher.				
4	The system should be browser based and compatible with the following browsers: Microsoft Edge, Google Chrome, Firefox, Safari.				
5	The system should allow the administrator to customize the Theme (change of interface color to match company color, change of logo) at no additional cost and without any development.				

6	The system should allow to manage users by roles. There should not be any limitation in the number of roles that can be created in the system.				
7	The license should offer an unlimited number of user accounts. User accounts can be part of 1 or several roles within the system.				
8	The system should offer the following integrations: AD (using LDAP), ADFS (using SAML 2.0), Azure AD (using SAML 2.0). Using SAML 2.0 should allow SSO and MFA.				
9	The system should allow to create temporary user accounts easily. After reaching the expiration date, the account is automatically disabled and the user cannot access the system anymore.				
10	The license should offer no limitation in the number of file cabinets that can be created and configured.				
11	The system should allow for cabinet owners to control their file cabinet and decide access to the files. Overall administrators should not have access to any files.				
12	The system should allow to setup access rights and feature restrictions on a file cabinet, folder and file level.				
13	The system should come with an audit log that records any activity on the system, from administration tasks to actions on documents. A search tool should allow to easily compute reports based on a document, an activity, a user. There should not be any limitation in the number of criteria that can be added to the search. There should be the option to save the search templates on user level to allow a user to easily pull out a report.				
14	The audit log reports should be downloadable in a CSV format.				
15	Overall administrators should have access to the system audit log (administration tasks) but not have access to each file cabinet audit log.				
16	Cabinet owners should have the possibility to grant access to the cabinet audit log to some of the users.				
17	The files should not be stored in the database but in a file repository. The system should offer the option to encrypt the documents in the file repository using AES 256 bits. The configuration to encrypt the files should be allowed on a cabinet basis.				
18	The system should allow the administrator to easily configure the session timeout (automatically logs a user off when the system is not in used).				
19	The system should allow the administrator to have access to a session manager where they can view of all the current active sessions and where they have the ability to end a session if need be.				
20	The SMTP settings should easily be configured from the system itself.				

21	The system should have its own password management tool to allow strong security (minimum number of characters, required character types, renewal of password deadline).				
	Index & Search				
22	The system should allow indexing of the documents. The number of indexes should not be limited and should offer different types (text, number, all characters, select list, date). The indexes should be customizable on a cabinet level.				
23	The system should allow specific index fields to not be editable by users.				
24	The system should allow for a dynamic folder structure based on the index fields. The cabinet owner should be able to choose the format of the default folder structure and select whether users are allowed to modify it. If users are allowed to modify the folder structure, any modifications should be done at an individual level and not be reflected to the rest of the users. Only the default folder structure should be accessible by all users.				
25	The system should allow to add notes to documents, recording the date, time and username for each note added. The notes are not to appear on the documents but as additional information that can be easily used as a search criteria to find the document.				
26	The system should allow for an easy sorting of the documents based on the index fields: it should have some arrows to reorganize documents from A to Z or lowest to highest, and vice versa.				
27	The system should allow to display up to 1,000 documents per page, and should allow easy navigation between the different pages.				
28	The system should allow to view the documents in the selected folder structure, or without the selected folder structure, based on the user preference and need.				
29	The system should have a quick search option from the file explorer itself to easily locate a document based on the following criteria: all fields, all fields + the content of the document, any index field, the original filename.				
30	The system should allow users to mark their favorite documents which would show in a favorites folder.				
31	The system should allow to select documents individually or select all documents on the page in 1 click. Actions such as: add to favorites, email (either link or file attachment), download (either zip or individual files), clone, add notifications and delete should be available easily once the documents are selected (no more than one click).				
32	Documents that are deleted should be sent to the retention bin first. The cabinet owner should be able to restrict access to the retention bin.				

33	The system should allow for easy index cleanup using a find and replace function. The function should allow to add conditions as well.				
34	The system should come with an advanced search function where unlimited search criteria can be added with different conditions and operators. Any information related to the documents should be searchable including: index fields, content, file notes, date of creation, last date of modification, file size, original file name, GUID, file type. It should also allow to search email information like From, To, Cc, Subject, Sent when email files are stored in the system. The system should allow to save the search query templates on a user level.				
35	The system should allow to download each search report as a CSV file.				
	Organization, Viewing, & Sharing				
36	The system should come with an integrated viewer allowing to view online the following file formats: bmp csv dcm doc docx dot dotx dwg emf eml gif jb2 jp2 jpeg jpg jxr mp3 mp4 msg nef odt ogg pbm pcd pcx pdf png pot potx ppt pptx psd rtf tga tif tiff txt wbmp webm wmf xls xlsx xlt xlsx xml xps. The viewing of the files online should not require the native applications to be installed on the user laptop.				
37	The system should allow to view the documents in different tabs (pop up).				
38	The system should come with a user dashboard for easily access of favorites documents, recent documents, recent activity and cabinets. The dashboard should be customizable on a user level.				
39	The system should allow import files with drag and drop or using a browse option. It should also allow for import with metadata (Flat file, XML and CSV) as well as import with a folder structure.				
40	The system should have the option of a watch folder to allow auto import of the documents in the system. This should allow automatic indexing based on the folder structure when importing.				
41	The system should have an option to auto index documents before importing them into the system: the auto index method should include Barcode recognition , QR code recognition, MICR, OCR, ICR, OMR and should also allow the options to use a script (C# or Javascript). The recognition should be done using the ABBYY OCR engine and should allow unlimited processing (no charge per page). This auto indexing should run as a service and should also allow automatically splitting of the documents, and auto blank page removals if need be. There should be the option for someone to manually QC the indexes if need be.				
42	The system should allow export of the documents with metadata (CSV format) at no extra charge.				
43	The system should allow to download documents easily, as a zip file or single file.				

44	The system should allow to email documents easily, as a link or file attachment. The email should be sent from the user email address and not from the system address.				
45	The system should allow to print files easily.				
46	The system should hide any features that have been limited to a user by a cabinet owner.				
47	The system should have watermarks option when files are downloaded, printed and emailed, including the username, date and time.				
48	The system should allow to create relationships between files, with a parent and children approach.				
49	The system should come with a duplicate checker to allow or prevent duplicate files.				
50	The system should have an option to auto number the documents, together with a customizable prefix and suffix.				
	Edit Files				
51	The system should allow to edit documents using the native applications. There should be a system of check in/check out and the user should have the option to overwrite the file, save as a new document, or save as a new version. There should not be any limitations in the number of versions that can be saved. There should be an option to choose minor version or major version in order to differentiate small edits and bigger changes.				
52	The system should allow to edit the following document types directly from the web browser: bmp gif jpeg jpg pdf tif tiff. The following annotations should be available: freehand, line, line connector, rectangle, ellipse, polygon, sticky note, text, highlight. There should be an option to manage the layers: to change the color, font, level of transparency, and to allow the following action: hide an annotation, burn an annotation, lock an annotation and delete an annotation. There should not be any limitation in the number of annotations that can be added.				
53	The system should allow to add stamps as well on the following document types directly from the web browser: bmp gif jpeg jpg pdf tif tiff. The user should have the possibility to create new stamps with the following configuration options: font, color, outline, transparency, default location, username, date and time. There should be an option to add metadata automatically to a stamp when applied, and the option to prompt the user for an input when applying a stamp. There should not be any limitation in the number of stamps that can be created. There should also be the option to create the stamp for all the users (public) or not (private). There should be the option to hide, lock or burn a stamp on the document.				

54	The system should allow to add e-signature. Each user should be able to create their e-signature private to them. There should be the option of adding a password to it to add a layer of security. There should be the option to hide, lock or burn an e-signature on the document.				
55	The system should offer options to clone documents, with or without the same index fields.				
56	The system should allow to merge different file formats together easily (pdf, jpeg, word, excel), with the possibility to reorganize the order of the documents, to edit the index field of the new document and to delete the original files.				
57	The system should allow users to split TIFF/PDF Files, Extract Pages, Delete Pages and Reorganize Pages conveniently from the browser.				
	Integration Tools				
58	The system should come with a free REST API.				
59	The system should integrate with Microsoft Word, Excel and Outlook using Add-ins: users should be able to save documents to the system directly from Word, Excel and Outlook using the Add-ins.				
60	The system should come with a feature that allows to virtually print pdf documents from any applications that have a print function, and save them directly into the system.				
61	The system should integrate with DocuSign.				
	OCR / Notifications				
62	The system should come with an unlimited OCR engine including the following languages: English, French, Spanish, Portuguese, Bahasa Malaysia, Chinese Simplified, Chinese Traditionnal, Arabic, Thai, Vietnamese, Japanase, Bahasa Indonesia				
63	The system should allow for documents to be OCRed automatically upon upload in the system. There should be an option to disregard already OCRed documents.				
64	The system should allow to configure document notifications on a cabinet level or document level. Notifications should be sent either through a dashboard widget within the system, or by email or through a phone notification. The user should be able to receive a notification when a document is printed, downloaded, emailed, edited or deleted. There should not be any liimitation in the number of rules that can be setup.				
65	The dashboard widget should allow to snooze or dismiss notifications easily.				
66	The system should allow to send notifications upon expiry of a document. It should trigger a workflow for the user to review/approve the document.				
	Workflow				

67	The system should allow to configure workflows for e-approval and review of documents. There should not be any limitation in the number of workflows that can be built, and the number of steps that can be added in each workflow. The designer should be user friendly and diagram based. Building a workflow should not require any coding or development.				
68	The system should allow the creation of a rule where an email is automatically sent upon trigger of a workflow step. The email should be dynamic based on workflow values, and there should be an option to add a copy of the file as attachment.				
69	The system should allow the creation of a rule where a document can be automatically stamped with a specific stamp upon trigger of a workflow step.				
70	The system should allow the creation of a rule where a document can be automatically cloned upon trigger of a workflow step.				
71	The system should allow the creation of a rule where the index fields of a documents can be modified upon trigger of a workflow step. There should be an option for manual modification (user prompt to fill in the value) or automatic modification with a preset value.				
72	The system should allow a document to be sent from one workflow directly to another workflow upon trigger of a workflow step.				
73	The system should allow a document to be automatically deleted upon trigger of a workflow step.				
74	The system should allow to add to-do-lists to each task and make them compulsory: if a user did not go through the check list, they cannot process the document to the next step. There should not be any limit in the number of items in the to-do-list.				
75	The system should allow to assign specific reviewers to specific tasks.				
76	The system should allow to configure notifications for each step of the workflow: notifications should be dynamic based on the workflow information, and should have the option to add a copy of the file in attachment.				
77	The system should allow to configure reminders for each step of the workflow: notifications should be dynamic based on the workflow information, and should have the option to add a copy of the file in attachment. The system should allow a frequency per minute, hour or day for the reminders to be sent out (for ex: every 5 minutes, every 2 hours, every 30 days).				
78	The system should have the option to force a user to add a comment before a document can be processed to the next step.				
79	The system should allow the configuration of conditions for each routing, using Always, If, Else if and Else as. There should not be a limitation in the number of conditions that can be added.				

80	The process builder should allow for color coding of tasks and routing, as well as to print the diagram, export it as a SVG or PNG.				
81	The system should allow for cloning of existing workflows.				
82	The system should allow for versioning of existing workflows.				
83	The system should allow to publish workflow, and easily unpublish them whenever no documents are being processed.				
84	The system should allow for multiple workflow triggers: on new files and/or on update of an existing index field.				
85	The workflow administrator should be able to add additional users to help them manage the workflow. They should have access to the lists of the active instances in the current workflow and the completed instances at any point of time and easily.				
86	The users should have access to their own workflow inbox where they can see what documents need to be reviewed by them. Their inbox should allow them to sort the documents based on the cabinet, workflow, task and status, and should clearly mark the newest documents. A notification should also show on the inbox when new documents are added to their inbox.				
87	The users should be able to open the document in the integrated viewer to review and process directly from the browser. They should be able to add annotations (pdf,tif) or comments, and have access to the versioning if need be.				
88	Once a document is processed by a user, it should exit their inbox at once.				
89	The users should be able to process documents from the mobile application as well.				
	Retention				
90	The system should allow to setup retention jobs on a file cabinet level. There should not be any limitation on the number of retention jobs that can be created.				
91	The retention date field should be based on the date the document was created OR the date the document was last edited OR any other date field attached to the documents.				
92	The system should allow to add conditions to each retention jobs to only trigger the job on specific documents. The conditions should be based on any information related to the documents including: index fields, content, file notes, date of creation, last date of modification, file size, original file name, GUID, file type. It should also allow to have conditions on email information like From, To, Cc, Subject, Sent when email files are targeted by the retention policy. There should not be any limitations in the number of conditions that can be added for each job.				
93	The system should allow to delete permanently the documents upon reaching the retention date for some of the cases.				

94	The system should allow to automatically update an index field value of the documents upon reaching the retention date for some of the cases.				
95	The system should allow to have the option to send the documents to a retention queue upon reaching the retention date for some of the cases. The retention queue should allow the file cabinet owner to easily decide the next action: download, restore or delete. The options should be available from the retention queue itself.				
96	The file cabinet owner should easily be able to sort the documents based on the file cabinet, the original file name, the date of creation, the date they were last modified and their size. They should be able to select documents one by one or select them all at once in one click.				
97	They should be able to download the report of the retention queue in a CSV format.				
98	The retention jobs should run as a service, and should be easily enabled or disabled by the file cabinet owner.				
	Licensing				
99	The licensing should be based on the number of concurrent users only, and should be easily scalable.				
100	The license should allow us to start with 7 concurrent user, and to top up additional concurrent user 1 by 1 (no minimum package).				
101	The license should be installed on premise.				
102	The license should be for a private cloud solution (single tenancy). The data centre should be located in XXXXX on Windows Azure. There should be a backup (snapshots of the whole VM) done every day and kept for 30 days.				

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the Solution (3 Marks shall be allotted)
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)
Not supported / Unavailable	UA	This feature is neither supported nor available with this Solution. (No Mark shall be allotted)

4. Technical scoring as part of technical Evaluation will be done as per points below:

SI No	Requirement Description	RA	CU	UA	Comments / Remarks
5.	The Bidder should provide detailed configuration for each Hardware item in Excel MS format.				
6.	The backup success rate should be 99.8% at all times for DMS solution				
7.	Should be capable of automating the backup processes for all the applications / databases				
8.	Should Support distributed Document Repositories for document upload and access at local level with encryption, which can be replicated with central repository at scheduled intervals.				
9.	Should be suitable for use by atleast 7 concurrent users, that will upload, access and retrieve documents for business processes in a network environment				
10.	Should be suitable for creation and management of document repositories over millions of pages.				
11.	The system shall support separate Document / Image server for better management of documents and store only metadata information in database.				
12.	The solution should support N-tier architecture.				
13.	The system should have a modular architecture to scale up to meet the growing storage, workflow and performance requirements over time.				
14.	The solution should support clustering active-active, active passive with high availability, failover and load balancing.				
15.	Application Should be Web Based. It should support web access to repository.				
16.	Support for J2EE and XML based Application Server or web services or other messaging standards (like MQ, JMS etc.)				
17.	Should be based on open standards and have API support.				
18.	API toolkit for system integration and application development. API for rapid				

SI No	Requirement Description	RA	CU	UA	Comments / Remarks
	development of custom web interfaces				
19.	System should able to track of the client's IP and Network interface address. Should support TCP/IP or be network protocol independent.				
20.	The solution should have the capability to archive the data on HDD / Peripherals and retrieve from the above for the purpose of processing.				
21.	Archived documents must be accessible from the media without any dependence on another media.				
22.	Should have the ability to bulk transfer the document files to external publishing media (CD, DVD, Pen Drive, External HDD) along with search functionality etc., allow for the transfer / synchronization of the published files to another repository, or support web publishing with view only permissions.				
23.	Organizing documents into folders and subfolders or any other comparable structure for classification of information and hierarchical storage management for large volume of documents				
24.	The solution should support auto roll back using audit file.				
25.	Detailed audit trail system should be available				
26.	System should support access through intranet as well as internet				
27.	Should be compatible with I-pad also				
28.	The solution should support archiving based on user parameters.				
29.	Supports multiple repositories and transparent access to documents across repositories, without knowledge of the users				
30.	Reports to know the number of pages scanned, user-wise, between two given dates				

Demonstration Criteria: Major criteria for demonstration of the solution as part of technical evaluation are as per follows (but not limited to):

SI	Particulars
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No	
1	The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions
2	Ability to support all web browsers like IE 8.0 and onwards, Firefox, Google Chrome etc. The system shall support multiple databases such as Oracle, SQL etc.
3	Support for Viewing Non Image documents like MS Word, Excel, PPT etc. without native application in pdf or HTML format
4	Facility to traverse to next page / previous page or specific page for viewing multi page documents
5	Maker-Checker functionality for user creation, Document Upload and work flow etc.
6	Ability to allow Locking of documents for editing and importing it back into the system through check-in / check-out features
7	Ability to facilitate zoom-in / zoom-out, zoom percentage and zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc
9	Organizing documents into folders and subfolders or any other comparable structure for classification of information and hierarchical storage management for large volume of documents.
10	Ability to provide facility to set particular fields as mandatory or unique
11	Ability to generate extensive Reports and Audit trail like Report on total records scanned along with associated indexes, Records exported or not exported etc.
12	The system shall support facility to export results in excel or any other format.
13	Easy to use GUI for setting the scanning properties like indexing parameters, document and folder nomenclature, zones for data extraction etc
14	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
15	The Document Management System shall support definition of Users, Groups and Roles relation in the system
16	The system shall support system privileges like Create / Delete Users, Define indexes etc
17	Facility to digitally sign the documents at various stages
18	Create annotations on documents including redlining and highlights with annotations stored as files separate from (and potentially secured) from the original documents. Annotations must be able to be viewed and printed.

19	Ability to support searching of text documents based on user-input character strings, keywords, etc
20	Ability to support search queries using Boolean operators (e.g. AND, OR and NOT, wildcard) and fuzzy text search
21	Ability to provide for save and publish common searches for quick access
22	Restrict access to viewing electronic objects that are expunged, or confidential.
23	The system shall support multiple levels of access rights (Delete / Edit / View / Print / Copy or Download)
24	Restrict the ability to add, modify, and delete documents in the repository to authorized users, with proper audit trails for every action on the document.
25	OCR of the documents, usage of electronic forms.
26	Retrieve, view, send (by e-mail), route (workflow if applicable), print, and fax documents from the repository.
27	Maker-Checker functionality for user creation, Document Upload and work flow etc.
28	The system shall be Unicode compliant for supporting different languages and shall also provide localization kits for localizing the User Interface in particular language
29	Easy to use GUI for setting the scanning properties like indexing parameters, document and folder nomenclature, zones for data extraction etc
30	Ability to support for thumbnails on image documents and viewing of the same
31	Ability to Support Auto indexing using CSV (Comma separated values) import from other applications
32	Restrict the ability to add, modify, and delete documents in the repository to authorized users, with proper audit trails for every action on the document.
33	Facility to digitally sign the documents at various stages

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 (99.5%), as measured on a monthly basis.

Annexure 15 – Commercial Bid Format

SL.No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	TOTAL
			AMT	AMT	AMT	AMT
1.	Enterprise License* Cost	0.00	X	X	X	0.00
2.	Implementation Cost	0.00	X	X	X	0.00
3.	ATS (Annual Technical Support for DMS Software Solution)	X	0.00	0.00	0.00	0.00
4.	Server Hardware	0.00	0.00	0.00	0.00	0.00
5.	Network Attached Storage	0.00	0.00	0.00	0.00	0.00
6.	Manageable Network Switch	0.00	0.00	0.00	0.00	0.00
7.	Any Other Charges **	0.00	0.00	0.00	0.00	0.00
Total						0.00

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 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.
- c. 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.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP
- f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- g. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc.
8. *Enterprise License would mean - Unlimited Client License for Bank users with minimum of atleast 6 concurrent users
9. ** 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	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	TOTAL
			AMT	AMT	AMT	AMT
1.	Enterprise License* Cost	X	X	X	X	X
2.	Implementation Cost	X	X	X	X	X
3.	ATS (Annual Technical Support for DMS Software Solution)	X	X	X	X	X
4.	Server Hardware	X	X	X	X	X
5.	Network Attached Storage	X	X	X	X	X
6.	Manageable Network Switch	X	X	X	X	X
7.	Any Other Charges **	X	X	X	X	X
Total						X

Note

- h. 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.
- i. 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.
- j. 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.
- k. All Deliverables to be supplied as per RFP requirements provided in the tender
- l. The Service Charges need to include all services and other requirement as mentioned in the RFP
- m. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- n. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc.
10. *Enterprise License would mean - Unlimited Client License for Bank users with minimum of atleast 7 concurrent users
11. ** 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 Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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 Indian 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. _____