

RFP for Implementation of Document Management System at NHB



RFP Reference No.: NHB/ITD/RFP/ Implementation of Document Management System at NHB / 6350 /2021

**Request for Proposal (RFP) for
Implementation of Document Management System at National Housing Bank**

Information Technology Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-39187000; 011-39187113; 011-39187140
E-Mail: susanta.padhi@nhb.org.in; balaji.prabhu@nhb.org.in

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BID SUMMARY		
1.	Date of commencement of sale of Bidding Documents	07-10-2021, Thursday
2.	Pre-Bid meeting with Bidders*	20-10-2021, Wednesday, 1500 Hrs
3.	Last date and time for receipt of Bidding Documents	01-11-2021, Monday, 1800 Hrs
4.	Date and Time of Technical Bid Opening#	02-11-2021, Tuesday, 1500 Hrs
5.	Technical Presentation by the Bidders	Will be intimated later
6.	Cost of RFP	Nil
7.	Earnest Money Deposit (EMD) Amount	Nil
8.	Place of opening of Bids <i>(Will be intimated to bidders over email if conducting through VC)</i>	National Housing Bank, Information Technology Dept., Head Office Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

Note:-

- *Due to ongoing Covid situation, meetings are being conducted online. Interested bidders can send pre-bid queries over email as per **Section 3.2** of this RFP.
- #Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Meeting link will be shared by NHB through email in advance.
- *Notice of any changes will be provided through e-mail from designated contact personnel only or website publishing.*
- Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
DMS	Document Management System
DC	Data Centre Site, Delhi
DR	Disaster Recovery Site, Navi Mumbai
HO	Head Office, Delhi
RO	Regional Office
RRO	Regional Representative Office
RTO	Recovery Time Objective
RPO	Recovery Point Objective
ITD	Information and Technology Department
PSU	Public Sector Unit
PSB	Public Sector Bank
TCO	Total Cost of Ownership
EMD	Earnest Money Deposit
RFP	Request for Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
ATS	Annual Technical Support
LC	Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having offices in all metro cities in India will be considered as Large Corporate Sector for this RFP.
MOP	Manual of Office Procedure
DARPG	Department of Administrative Reforms & Public Grievances

Interpretation: The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

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1. INTRODUCTION

1.1 Purpose

- National Housing Bank (NHB) (hereinafter referred to as the Bank) proposes to invite Request for Proposal (RFP) for Supply, Installation, Implementation, Commissioning and Maintenance of Document Management System (DMS) from reputed vendors for a period of 5 years as described under scope of work. The invitation for RFP document is now being issued to enable vendors to submit their responses to the Bank.
- The scope of work broadly comprises of to achieve project objectives, bidder shall supply, install, configure, customize, integrate & commission an appropriate Document Management System (DMS). All components in scope will carry one year warranty and ATS of all components in scope for five years and extendable as per discretion of NHB. This solution will provide a platform to store organization's paper-based documents & other electronic contents with proper indexing & Meta data for their easy retrieval, as & when required. This solution should also facilitate movement of files digitally from desk to desk, defining workflow, collaboration among users and Dak/Correspondence movement in the automation of day-to-day office activities and processes on the digital platform, eliminating movement of Papers & files in physical form. The solution would also enable automating tasks such as Meeting Management, RTI Management, etc. The solution is required to be implemented at NHB Head Office in Delhi.
- The Bank will enter into a Service Contract for 5 years with successful bidder. The work order will be initially placed for 1 year and the same may be renewed based on satisfactory performance review.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date 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 NHB. Neither NHB nor any of its employees, agents, contractors, or advisers gives any

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representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

1.2 Document Structure

This RFP is broadly organized into 8 sections:

Section Number	Description
Section 1: Introduction	Describes the purpose of the document as well as the details contained in each section.
Section 2: About National Housing Bank	Provides a brief overview of NHB
Section 3: Instruction to Bidders	Provides detailed instructions to bidders
Section 4: Scope of Work	Provides bidders with the scope of work
Section 5: Service Level Agreement & Liquidity Damages	Provides the details on SLA and Penalty
Section 6: Bids and Bid Evaluation	Provides the process and criteria for evaluation of proposal
Section 7: Commercial Terms and Conditions	Provides commercial terms & conditions
Section 8: General Terms and Conditions	Provides general terms & conditions
Annexures	Provides bidders with annexures format

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2. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory institution is a wholly owned by Government of India, established under National Housing Bank Act, 1987 ("the Act")

NHB has been established to achieve, inter alia, the following objectives –

- To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
- To augment resources for the sector and channelize them for housing.
- To make housing credit more affordable.
- To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
- To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
- To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.

The Head Office of NHB is located in New Delhi and it has a Regional Office located at Mumbai, Bengaluru, Hyderabad, Delhi and Kolkata and Representative Offices at Ahmedabad, Lucknow, Bhopal, Chennai and Guwahati.

3. INSTRUCTION TO BIDDERS

3.1 General

- The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and

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identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.

- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Bidder.
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Sh. Susanta Kumar Padhi General Manager Email : susanta.padhi@nhb.org.in Telephone : 011-39187113; 01139187000-Extn 113 Fax : +91 - 11 - 24649432	Sh. B. Prabhu Manager Email: balaji.prabhu@nhb.org.in Telephone : 011-39187140; 01139187000-Extn 140 Fax : +91 - 11 - 24649432
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries/Clarification if any, may be taken up with the contact persons detailed above before the deadline for submission of bids between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).
- Bank may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.

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- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

3.2 Pre-bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold an online Pre-Bid meeting on the date and time as indicated in the RFP. The link for the meeting shall be shared on Bank's website on the day of the meeting. **The queries of all the Bidders, in writing, should reach by e-mail or by post, minimum 2 days before the date of pre-bid meeting, on the email/postal address as mentioned above.** It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, who have purchased the RFP, will be allowed to attend the Pre-Bid meeting.

[Click here to join the meeting](#)

3.3 Soft Copy of Tender/RFP Document

The soft copy of the Tender/RFP document will be made available on NHB's website <https://www.nhb.org.in>.

3.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

3.5 Statement of Confidentiality

This document contains information that is proprietary and confidential to National Housing Bank (NHB), which shall not be disclosed outside the bidder's company, transmitted, or duplicated, used in whole or in part for any purpose other than its intended purpose. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited. The RFP

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document is provided to the Bidder on the basis of the undertaking of confidentiality given by the Bidder to NHB. NHB may update or revise the RFP document or any part of it. The Bidder acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Bidder will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with NHB or any of its customers, suppliers, or agents without the prior written consent of NHB. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited.

3.6 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. 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. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

3.7 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website www.nhb.org.in
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

3.8 Language of Bid

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The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

3.9 Masked Commercial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. This is mandatory. The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

3.10 Right to Alter Location / Quantities

NHB reserves the right to alter the proposed location/s specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in this RFP, from time to time.

3.11 Documents Comprising the Bid

- The bid consists of two proposals viz., technical proposal and commercial proposal.
- Documents comprising the TECHNICAL PROPOSAL should be:
 - Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Minimum Eligibility Criteria as per **Annexure - 'D'**.
 - Technical Bid Covering Letter as per **Annexure - 'E'**
 - Technical Bid as per **Annexure - 'F'**. Any technical Bid containing price information will be rejected.
 - Functional and Technical Specifications as per **Annexure - 'G'**.
 - Soft copy of minimum eligibility criteria along with documentary evidence, technical bid, masked commercial bid.
 - Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price.
- Documents comprising the COMMERCIAL PROPOSAL should be:
 - Complete Commercial bid as per **Annexure - 'I'** with covering letter as per **Annexure 'H'**.
 - Soft copy of commercial bid Price bids containing any deviations or similar clauses may be summarily rejected.

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- Any Other information may be furnished in separate Annexures.

The Other annexures to the RFP are

- a) Bidder's information in the format as prescribed in **Annexure-A**;
- b) Bidder's Experience details in the format as prescribed in **Annexure-B**;
- c) Compliance Statement Declaration along with Deviation in the format as prescribed in **Annexure-C**;
- d) Manufacture Authorization Format as prescribed in **Annexure-J**;
- e) Infrastructure Details as prescribed in **Annexure-K**;
- f) ECS Mandate in the format as prescribed in **Annexure-L**;
- g) Letter of Competency in the format as prescribed in **Annexure-M**;
- h) Format of Bank Guarantee in the format prescribed in **Annexure-N**;
- i) Service Level Agreement in the format in **Annexure-O**;
- j) Confidentiality-cum-Non-Disclosure Agreement in the format in **Annexure-P**;
- k) Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure-Q**
(The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder)
- l) Resolution Matrix in the format in **Annexure-R**;
- m) Undertaking by Bidder in the format in **Annexure-S**;
- n) Bid Security Declaration in the format in **Annexure - T**

3.12 Bid Currency

Bids to be quoted in Indian Rupee only. Bids in currencies other than INR will not be considered.

3.13 Earnest Money Deposit (EMD)

As per Rule 170 of General Financial Rules (GFRs) 2017, Bidders are exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit "Bid Security Declaration", **Annexure-T**, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

3.14 Implementation schedule

- The Bidder shall be responsible for delivery of the services as indicated in the scope of work. The bidder shall commence all services after completion of Transition Period.
- Billing cycle will commence only after execution of SLA as per terms of the

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RFP.

3.15 Performance Bank Guarantee (PBG)

- The selected Bidder will be required to provide a 3% of the total value of contract (**Please refer Total Cost of Ownership 'Y' of Annexure 'I'**) as Performance Guarantee (**Format at Annexure 'N'**), in the form of bank guarantee from a Scheduled Commercial Bank. The performance guarantee should be valid till at least three months period beyond the expiry of contract period i.e., 5 years. The same is required to be extended if the contract period is extended as per terms of RFP. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the bidder results into imposition of Liquidity Damages/Penalty, then NHB reserves the right to invoke the submitted Bank Guarantee.

3.16 Liquidity Damages

Please refer to **Section 5: Service Level Agreement and Liquidity Damages** for detailed Service Level Requirement, Liquidated Damages and Penalty.

Note:

- The liquidated damages as per clause would be deducted from the ATS/AMC payment.

3.17 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 6 months from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

3.18 Format and Signing of Bids

- Each Bid shall be submitted in two parts:

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- Part I: consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as “Technical Proposal”.
- Part II: covering only the Commercial Bid herein referred to as “Commercial Proposal”
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

3.19 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:
The General Manager
Information Technology Department
National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road
New Delhi - 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately superscribed as indicated in **Section 6 of the RFP**.
- If the envelope is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

3.20 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.

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- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.21 Late Bids

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened to the Bidder.

3.22 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- Place of Opening of Technical Bids: Head Office, NHB.
- The Bidder name and presence or absence of requisite RFP cost and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

3.23 Clarification of Bids

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

3.24 Preliminary Examinations

- NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

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- The decision of NHB is final towards evaluation of the Bid documents.

3.25 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

3.26 Instructions to the Bidders

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

3.27 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- Date of implementation of project shall be date of the sign-off. The same date shall be considered for renewal of support services etc., if applicable.

3.28 Timely availability of Support Services

The Bidder should have proper and adequate support mechanism in place at New Delhi, Mumbai and other locations of the Bank to provide all necessary support under this project.

3.29 Manuals/Drawings

The Bidder shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

3.30 Bid Evaluation

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- The Bank may use the services of external consultant for normalization of bids and evaluation of bids
- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- **Detailed bid evaluation methodology and selection of bidder is given in Section 6.**
- Arithmetic errors correction:
 - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
 - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
 - If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
 - Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

3.31 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.
- Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for

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submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

3.32 Revelation of Prices

The prices in any form or by any means should not be disclosed in the technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

3.33 Terms and Conditions of the Bidders

The Bidders are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per Annexure-C, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

3.34 Local conditions

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

3.35 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

3.36 Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

3.37 Banned or Delisted Bidder

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its

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subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

3.38 Compliance with Laws

- a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are 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 NHB indemnified, hold harmless, defend and protect NHB 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.
- b) The Bidder 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/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB 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 therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.
- c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Consultant under this contract.

3.39 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Service Provider: -

- a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other

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intellectual property rights of any nature whatsoever.

- b) It further warrants that the Deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- d) The Bidder acknowledges that business logics, workflows, delegation and decision-making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

3.40 False / Incomplete statement

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a) If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited, and tender/Bid will be summarily rejected.
- b) In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the

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contract including invocation of the PBG.

3.41 Restriction on procurement from a Bidder of a country which shares a land border with India:

- Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

- The Bidder shall also submit a certificate as per the format enclosed as **Annexure 'S'**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
 - a) "Bidder" (including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - b) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary or an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium

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or joint venture falls under any of the above.

- c) The beneficial owner for the purpose of (b) above will be as under.
- i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;
 - ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

4. Scope of Work

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NHB, as an e-governance initiative, intends to implement Document Management System (DMS). The scope of the RFP includes supply, installation, configuration, customization, integration with the existing systems such as SAP, Office365, etc. for implementing the project. The scope also includes migration of existing scanned records and training of end-users. With the implementation, Bank intends to create an integrated platform for performing key business functions, establish a Centralized Document Repository to store and route documents electronically and reduce paper-based work to achieve Paperless Office, improve productivity and provide a unified platform for the users to transact with inter/intra department and existing or upcoming IT systems.

The selected bidder would be required to provide end to end DMS with services including digitization, indexing, metadata entry, DMS, digital storage etc. The details are elaborated below, and the scope can be enhanced as per requirements of the Bank. The solution offered must be scalable to cater to the following indicative objectives:

- To build a robust, user friendly and secured electronic/digitized repository from the current paper-based filing systems & integrate the same with NHB's different applications/processes.
- To ensure security of document by implementing a robust mechanism of multi-level access control and audit trail.
- To monitor history of changes in the document and track use of the documents.
- To store and route documents electronically to reduce paper-based work and achieve green business practice with near paperless office.
- To establish a centralized content / document repository comprising of all the relevant documents of NHB (in soft form).
- To provide business continuity by ensuring availability of important documents through DMS and create a back-up to the paper-based documents to serve as a Disaster Recovery system.
- To enable usage of DMS in bilingual form (English, Hindi).
- To enable easy availability of soft copies of documents received in paper-form from outside/within NHB in the DMS system.

The DMS being supplied, *inter-alia*, must include the following:

1. DMS should include the following modules:
 - a. Correspondence/DAK Management
 - b. Document Management
 - c. File Management
 - d. Workflow Management
 - e. Office Note Management
 - f. Committee & Meeting Management
 - g. RTI Management
2. Database Software
3. Software for Application Server, Middleware (if required) etc.

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4. All the modules as mentioned in RFP and additional modules required to meet the functional and technical requirements of the Paperless Office.
5. Any other software as part of the required solution.

4.1. Present Setup at NHB

NHB has centralized setup with Data Centre [DC] at New Delhi and Disaster Recovery [DR] Site at Navi Mumbai. All applications are hosted at Data Centre, New Delhi and are accessed by all offices/locations over MPLS VPN WAN/Internet. NHB at present has MPLS connectivity between Delhi, Mumbai & Other offices as under:

A. Wide Area Network (MPLS)

Presently NHB has MPLS VPN connectivity between New Delhi, Navi Mumbai & other Regional and Regional Representative offices. MPLS VPN services are in managed mode.

B. Local Area Network

At New Delhi and Mumbai offices the LAN is based on Layer 3 and Layer 2 switches. The switches used at the locations are managed. All switches are property of NHB and are under Warranty/AMC with respective vendors.

- At Delhi and Navi Mumbai Bank has deployed Cisco series switches
- At Delhi has installed Cisco ASA Firewalls.
- Other offices are connected to Head office over MPLS. The offices access Bank's hosted IT services over MPLS VPN. MPLS VPN network as well as the premises MPLS VPN equipment is managed by present MPLS VPN connectivity provider.

C. Applications / Internet / Intranet etc.

- Bank has setup Domain Controller (DC) & ADC for managing its environment.
- Bank has implemented SAP ERP system for most of its business operations.
- Bank has implemented Office365 for mailing solution.
- Internet dedicated bandwidth from two different service providers is available at Delhi and Internet broadband is available at Mumbai. The bandwidths are used for Internet browsing and other web-based services.
- NHB at its Delhi Office has implemented proxy server with web caching, web content filtering integrated with Active Directory at DC for user authentication and controlling user Internet access. Bank has implemented Cisco Next Gen Firewall & routers for end-to-end network management, Antivirus solution, Websense, two factor solution, SSL-VPN etc at its DC.
- Centralized Manage Engine solution is implemented at DC, New Delhi, as EMS and to automate asset management and other infra management modules.
- Bank uses news feed services such as Refinitiv and Cogencis at its treasury department. Further, Bank has implemented eKuber/CBLO and other applications sponsored by RBI/CCIL etc. for treasury operations.
- The Bank's website is hosted with third party. Content management is also

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outsourced.

- The Bank's Data Centre hosts number of applications which are publicly accessible over internet which have been developed and maintained by 3rd party. Similarly, intranet applications are developed and maintained by third party
- D. End Computing Devices
- The Bank has provided its users with desktop computers, laptops, iPads etc. The PC / laptops are installed/configured with office automation software, antivirus, SAP, VPN client and basic utilities (Acrobat Reader etc), etc.
 - The Bank has implemented Authshield's two factor authentication for desktop and laptops.
- E. Video Conferencing
- There are two types of Video Conferencing facilities available in the Bank i.e. (i) Polycom based on-premises VC solution and (ii) CISCO WebEx meeting solution (cloud)
 - The Bank has deployed video conferencing solution at all locations/offices. The solution is a mix of hardware/software based. The core infrastructure installed at Head Office, New Delhi consists of Polycom RPAD, Polycom VBP 5300LF2 Firewall/NAT traversal unit, HDX 7000, HDX 4000 and RMX 2000.
 - The VC equipment are deployed at all Bank's ROs and RROs.
 - The video conferencing is carried over existing WAN (no separate network for VC is implemented) and Internet.
 - The Bank is planning to upgrade the existing VC setup.
- F. Hardware and Licensed Software
- Bank at its Data Centre has Rack and Blade Servers majority of Intel. The Bank uses Hitachi SAN Storage Systems (VSP G400)
 - The Operating System are predominantly Windows based. The versions available are 2012 & above.
 - The Bank uses SQL database for majority of its applications. The versions available are SQL 2012 & above.
 - The Bank is currently using Data Domain backup appliance for backup and restore management.

4.2. Detailed Scope of Work

4.2.1. Requirements

Bidder shall consider following requirements to offer a suitable solution:

- The offered solution shall meet the functional & technical requirements as laid out in the RFP.
- Bidders will independently assess the requirements, customize, and configure the proposed solution to manage all the activities/processes required for

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implementation of electronic office solution.

- The proposed solution shall use enterprise class components which are suitable to scale up to meet large requirements of NHB, as also specified in this RFP.
- The solution shall incorporate industry best practices and be compliant to legal, regulatory, and statutory requirement of working in paperless environment and digital transactions.
- The solution must be scalable to meet the growth in business and document volume for the lifetime of the system, as per requirements given in RFP.
- The solution should be based on multi-tier architecture with following indicative layers:
 - Presentation/ Client / Web
 - Application
 - Middleware
 - Database
- The solution shall be web based and provide interface with ERP and other existing & upcoming core and business IT systems, to push or pull data from respective systems.
- The solution shall provide integration with Office365 applications such as Outlook, SharePoint, etc.
- The infrastructure for DMS shall be designed in High Availability Mode with no single point of failure. Application & Database servers shall be configured in HA (Active-Active) Mode in separate physical servers to enable redundancy.
- The proposed setup shall have separate environments for Development, UAT and Production.
- The solution design shall consider the Primary Data Centre and the Disaster Recovery site implementation and Configuration.
- NHB shall provide Server, Storage, LAN and WAN connectivity for the solution.
- The bidder shall be responsible for operationalizing the proposed DMS in NHB's environment. The bidder is expected to carry out the necessary due diligence to assess the current state of IT environment at NHB before submitting the bid. The bid must clearly mention the requirements to be provided by NHB to operationalize the solution e.g., Server, Compute, Storage, LAN/ WAN, additional Bandwidth etc.
- The bidder should engage requisite technical resource from OEM critical phases during the implementation of the project viz. Functional design finalization, UAT, Go-live.
- The bidder shall provide onsite support for operations and maintenance of the system after roll-out/ go-live as specified in RFP. Backend support from OEM shall also be made available, as & when required.
- The primary data center for the DMS will be in Delhi and the Disaster Recovery Site at Navi Mumbai.
- Bidders have to offer all the required software components to successfully

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implement the DMS.

4.2.2. Broad list of Activities in Scope of Work

Following activities will be in the scope of work for the successful bidder:

- Supply of DMS and associated components, including digitization software (scanning, OCR, etc.), but not limited to applications, database, middleware etc.
- Devise solution architecture to meet the required performance parameters and sustain the growing requirement.
- Planning, design, implementation, installation & commissioning of DMS solution and associated hardware/software configurations at primary data center (with high availability) and replicated DR site.
- Integrate the DMS with Bank's Backup Solution
- The proposed DMS should have capability to create and modify workflows.
- Perform necessary integration with existing IT and operational systems at NHB.
- Operation & maintenance of the DMS
- Enable high speed scanning and digitization of physical files in the proposed DMS.
- Conduct user acceptance test and associated trainings including handholding for hand-over the system to NHB.
- Post-implementation (go-live) and stabilization phase, the successful bidder is expected to carryout operation and maintenance of offered DMS as per the SLA.
- Carry out change management and control for customizations required during the contract period.
- Support transition for exit management after completion of contract period or at pre-mature termination of contract.
- Provide all technical and functional documentation created during implementation of the project and for maintenance and operations.
- The successful bidder is expected to provide an end-to-end integrated DMS which shall include all software, database etc. The bidders are expected to provide complete details of the proposed solution in the bid.

4.2.3. Services to be carried out by Bidder

The Bidder shall, inter-alia, carry out the following services

- Implementation of workflow across all offices of NHB would entail a total user base of approximately 200 users with concurrency of 50 users with underlying DMS having at least 5 Admin users. The solution should be scalable to include more users as and when required by the Bank.
- The successful bidder shall supply all the software licenses required for the proposed DMS including ECM, database and any other related software required for successfully operationalizing the solution proposed in the bid. All the licenses supplied by the successful bidder should be verified and validated by the respective OEM. Compliance Certificate from OEM, in this regard, should be enclosed in the bid.
- All layers of DMS i.e., Application/Middleware/Database should be supplied and

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configured with clustering to prevent single point of failure in production environment.

- Any additional licenses required due to incorrect sizing by the successful bidder shall be supplied by the successful bidder at no extra cost to NHB
- The proposed software/licenses should meet the requirement of NHB, as indicated in the RFP.
- The DMS supplied must, primarily, include the following modules:
 - ❖ Correspondence/DAK Management
 - ❖ Document Management
 - ❖ File Management
 - ❖ Workflow Management
 - ❖ Office Note Management
 - ❖ Committee & Meeting Management
 - ❖ RTI
- The DMS supplied should also have provisions for modules like Parliament Query Management, etc.
- The bidder shall carry out the Hardware Sizing. Hardware viz. Servers & Storage will be provided by the Bank.
- The bidder shall provide all the modules as mentioned in RFP and additional modules required to meet the functional and technical requirements of the DMS.
- The bidder is required to implement the solution through standard product and limit the customization to the extent possible.
- Successful bidder may setup a Helpdesk tool to meet the requirements captured in RFP. The bidder must provide access to Helpdesk tool and data (pertaining to NHB) to NHB.

4.2.4. Supply of Software Components

- Following considerations must be taken for supply of software components:
- All the software components proposed are required to be on-premises software licensed to “National Housing Bank”.
- The software supplied must be the latest version of the software available with the OEM at the time of supply.
- Beta versions of any software shall not be accepted.
- The bidder shall ensure that the software licenses supplied in their bid shall adequately cover the needs of NHB as per the requirements in the RFP. The bidder may refer to the below information provided in the RFP.
 - a. Modules specified in the RFP
 - b. Functional requirements specified in the RFP
 - c. User base of approx. 200 users with concurrency of 50 users and at least 5 Admin users
- The successful bidder shall offer & provide any additional software licenses required for the successful implementation of the DMS.

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- The successful bidder shall provide complete documentation (including legal documentation) of all subsystems, licensed system software, licensed utility software and other licensed software. The documents at a minimum should include hard copies and soft copies (two sets each) to be supplied along with DMS licenses and associated solution software of the following:
 - a. Technical manuals
 - b. Installation guides
 - c. User manuals
 - d. System administrator manuals
 - e. Toolkit guides and Troubleshooting guides
- The successful bidder shall supply all customization scripts to NHB for all custom developments made during the implementation. NHB shall possess all rights including changes to the script, if any, as and when required.
- The AMC & ATS Support for the DMS shall include Software support from OEMs and all related components. Same shall start from the date of signoff for a period of maximum 5 years and extendable at discretion of NHB.
- The AMC & ATS support from OEM (Software Support) would include all version upgrades, patches/fixes, upgrades, 24 X 7 support for DMS solution within agreed SLAs, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities etc.), performance fine tuning, problem resolution for the database, middleware and the application software for total solution etc.

4.3. Project Implementation

4.3.1. Project Deliverables

- The selected bidder has to submit a detailed project plan before execution of the contract for implementation of the project. Plan should include at least following milestones.
 - a) Delivery of required Software licenses for the implementation of DMS.
 - b) Requirement study and Submission of System Requirement Study (SRS) document.
 - c) Configuration and Implementation at UAT/Development environment at DC.
 - d) UAT and Roll-out in Production & DR, as applicable.
 - e) Training.
 - f) On-boarding of DMS at 2 Departments of the Bank on Pilot basis.
- The DMS implementation will be carried out in Phases. The phases and the proposed timeline for the same are as under:

Implementation	Phase	Proposed Timeline
DAK/Correspondence management and Office Note Management	I	4-7 Weeks

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Implementation of Meeting and RTI Management	II	5-8 Weeks
On-boarding of 2 Departments for DMS (including migration of existing data, if any)	III	8-12 Weeks

* On-boarding of rest of the departments of the Bank shall be carried out based on its maturity

- Plan submitted by the bidder will be mutually finalized after discussion between Bank and the selected Bidder. Plan such finalized will be tracked for delivery and Liquidated damage/penalty shall be calculated based on the respective milestones defined in it.
- The OEM shall be involved in the implementation of the DMS solution. OEM of the DMS Solution will have the ownership and responsibility to ensure successful implementation of the selected solution.
- The bidder shall handle all matters relating to the installation, configuration, customization, integration, coordination with other stakeholders in the Bank and operation of the system including but not limited to system interfaces, performance, documentation, user manual documentation and training for the successful implementation of the system.

4.3.2. Resource Plan for the Project

- The bidder will arrange for skilled and experienced resources for successful implementation of the project.
- The bidder must also include a detailed resource plan in its bid response describing the Project Management and identify Implementation Teams' composition. It shall define the roles and responsibilities of each.

4.3.3. Project Kick-off

- Date of execution of the procurement contract would be considered as the date of kick-off.
- After the kick-off, the vendor would start implementation of the project as per plan submitted and approved by the Bank.

4.3.4. Contract Period

- Bank will enter into a contract with the selected bidder for 5 years starting from the date of sign-off of the solution.

4.4. Project Infrastructure

4.4.1. General Requirement

1. Creation of environment: Bidder would primarily create environments for implementation of the solution: Production environment at Data Centre (DC), New Delhi and Development & UAT environment at DC, New Delhi. The environment for Disaster Recovery (DR) environment at DR site, Navi Mumbai

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- should be created after stabilization of production environment at DC, New Delhi.
2. All modules of the solution after development / configuration / customization should necessarily be tested in the development & test environment before deployment in the production environment.
 3. The Bidder should supply all necessary softwares for hosting the proposed solution and also to support all the software as part of the scope. The Bidder will also be required to submit required hardware specifications (wherever applicable) in its bid response for implementation of the solution in all the environments.

4.4.2. Software

1. The DMS Solution, proposed by the bidder, is expected to have all the functionalities as prescribed in **Annexure - 'G'** and elsewhere in the RFP.
2. All necessary softwares of the solution need to be supplied, installed, configured and maintained by the bidder. The bidder must factor and deliver all required software components in line with the requirement specified in this document. This may include Middleware, Application Server, Web Server, OCR module, Scanning Solution, Reporting etc. in addition to main components of the solution, as applicable.
3. Documents and media may preferably be stored separately in the file system of SAN storage. In case of requirement of any other software (e.g., different database, middleware, or any other tool) to store and manage the documents and media, Bidder has to configure necessary licenses of the software components and implement the same.
4. Bidder will be required to supply and configure necessary tool for replication of all data, documents and media files between DC and DR.
5. All software components being proposed by the bidder for solutioning must be mentioned specifically and should have back-to-back support arrangement with OEM throughout contract period. Bidder has to submit MAF in the format given in **Annexure 'J'** for all the licensed software components separately, if they are not from the same OEM.
6. All the software modules of the proposed solution should be latest as well as stable one and must have a general release date prior to the date of the submission of the proposal.
7. None of the proposed software shall be in alpha or beta version or unreleased as of the date of submission of the bid proposal.
8. Solution should include capability to assess and enhance the quality of electronic and digitized documents.
9. The software should have bi-lingual (English & Hindi) support.
10. In case of any functionality/feature being provided by third party tool/software, it must be compatible with proposed solution/hardware. And the responsibility of integration of the same lies with the bidder.

4.4.3. Licensing

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1. Bidder would be required to factor use of the solution by 200 users with a concurrency of 50 users at any point of time and at least 5 Admin users.
2. It will be responsibility of the bidder to size the software licenses as per requirement mentioned in this RfP. In case, it is found inadequate or violating licensing policy of the respective OEM during contract period, it will be responsibility of the bidder to supply additional licenses at no extra cost to NHB.
3. All these licensed users should have access to all the functionalities including availability of the solution on mobile devices as per scope of this RfP.
4. Licenses, configured by the Bidder for any software component, should not have any limitation based on core/processor of the server configuration being used for implementation of DMS Solution or volume of documents. The right to use the software will be across all the offices of the Bank.
5. Scanning/capturing, OCR, indexing, storage, retrieval, workflow etc. as per scope of this RfP must be all-inclusive integrated components of the proposed DMS Solution.
6. DMS Solution license must not restrict the licensed user to use of the solution or any of its features in terms of volume or numbers (scanned volume, scanning station, number of workflows etc.).
7. Apart from number of user licenses, there shall not be any restrictions in terms of use of the software by Bank's users either from Bank's corporate network or outside of Bank's network / internet.
8. The bidder will ensure that for On-site implementation, licenses factored above shall not be used for view only users, who will access the DMS repository through Bank's web portal.
9. License fees of the solution should include requirement of all the 3 environments e.g., Production environment, UATs & development environment, and Disaster Recovery (DR) environment, as applicable.

4.4.4. Hardware

1. Bidder is required to size the hardware specification as per requirement mentioned in this RfP.
2. Requirement of Servers, OS and SAN storage will be provisioned by the Bank from its existing infrastructure both at DC and DR for implementation of DMS. The Bidder will be required to furnish the requirement of hardware for all 3 environments as per format given in the **Annexure 'K'**.
3. The proposed hardware setup should be able to support processing document-volume of 50 lakh (approx.) pages in the Bank.

4.4.5. Disaster Recovery (DR)

1. The bidder has to implement the solution at DR site, as and when required by the Bank. The relevant hardware will be provided in DR for the said implementation.
2. The bidder will be required to supply and configure necessary tool for replication of all data, documents and media files between DC and DR.

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3. Use of the solution in terms of usage of licenses will be same irrespective of the solution being accessed from DC or DR. Bank will not procure additional user licenses separately for DMS or any other required software module for implementation at DR Site. The bidder is required to factor the same accordingly.
4. After implementation of solution at DR Site, the bidder shall provide necessary assistance and conduct DR Drill as per the Business Continuity Plan (BCP) of the Bank.

4.4.6. Network requirements

Bidder has to indicate all the network level requirements such as:

1. Minimum bandwidth requirement at user level for using the proposed solution should be indicated.
2. Bandwidth requirement for DC-DR replication will be mentioned by the bidder in its bid response, wherever applicable.

4.5.1. Systems Requirements Study (SRS)

1. The Bidder will conduct Gap Analysis study and provide NHB with the gap identification report along with the necessary solutions to overcome the gaps. The Bidder will incorporate all the suggestions made by NHB in the gap report.
2. The bidder will also conduct a detailed SRS for implementation of DMS Solution. It will submit an SRS document relating to the functionalities/components to be implemented as part of the project scope defined in this Tender.
3. The Bidder is expected to provide suitable Business Continuity Planning applicable to the proposed solution for DMS in case the said solution is unavailable at any time. NHB will identify the nodal officer at Bank's side, who would be responsible for the review, comments and sign-off of the SRS.
4. The Bidder will ensure that gaps pointed out by the audit and inspection team, statutory and regulatory bodies, or any other third-party agency engaged by NHB will be resolved during the course of implementation/Warranty/ATS period.

4.5.2. Digitization - Scanning, Indexing, Metadata Creation and Quality Control

Bidder will be required to take up digitization at 2 departments on Pilot basis during implementation phase. Approximate volume of documents is mentioned in Commercial Bid Format **Annexure 'I'**. Following is required to be taken care during digitization:

1. The vendor needs to deploy trained and adequate number of resources for digitization of the documents including indexing, metadata creation/entry, OCR etc.
2. Wherever the documents are already scanned by Bank, the bidder will check & enhance the quality, create metadata & indexing, store in DMS etc.
3. Bank will make available the required infrastructure like workspace in its premises, necessary furniture, network, telephone facility and electrical points for executing the work order properly.

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4. Documents should be properly tagged by the bidder in chronological order with all necessary data for indexing. All types of quality enhancement of the documents must be taken care by the bidder.
5. In case the documents are not legible, it will be the vendor's responsibility to scan the documents on high resolution.
6. No page/ document shall be digitized more than once. De-duplication is required to be done.
7. Mechanism / tool for quality enhancement must be provided by the bidder.
8. After scanning, the physical document would have to be pinned together/tagged in the same form as it was given for scanning by the Bank.
9. The bidder shall undertake the inspection and verification of the scanned documents/images as part of its process. Bank will verify the acceptance of delivered data. In case of any errors, the same will be brought to the notice of the bidder for appropriate corrections.

4.5.3. Customization & Integration

1. The bidder is required to customize the solution to fulfill Bank's functional and technical requirement specified in this tender.
2. The bidder will be required to customize the solution to digitize and store all the necessary documents and multimedia files for all operations in the bank across all verticals/departments.
3. The cost of all customization efforts is required to be included in the Price Bid and Bank will not pay any additional cost for such effort till 'Go Live' stage.
4. The Bidder will ensure integration of DMS Solution with following existing applications:
 - Microsoft Active Directory
 - SAP ERP
 - Office 365
5. The bidder must provide the following for integration with other applications:
 - a) API for integration
 - b) API documentation
 - c) Sample code of API
 - d) Hands-on training and support for integration
6. The bidder will ensure integration of the applications with DMS Solution for DC, DR & UAT/Development environments and synchronization among them, wherever applicable.
7. DMS Solution needs to be seamlessly integrated with Office 365 products like Word, Excel, Power Point, SharePoint etc. DMS Integration should facilitate storage of MS office document from MS Office interface. MS office interface must allow the facility to select required folders in DMS for saving of the file.

4.5.4. Optical Character Recognition (OCR)

The solution should have Optical Character Recognition (OCR) technology

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integrated with it.

1. If the quality of the image is poor then the image is rejected and sent for re-scanning.
2. Deletion of NON-VALID pages (Blank Pages etc.).
3. The data will be captured using OCR or by data entry, as per requirement.
4. Various field level validations (date, no., ref no., subject etc.) should be built at the document level at this work step.
5. Verification of Meta Data and Document association.
6. Manual/Auto filling data in other fields with the help of structured data file in CSV, excel or similar other standard format.

4.5.5. Document Classification

Documents have to be classified as following:

1. Documents will be classified into predefined form templates.
2. Classification/Grouping of documents based on pre-defined document types (Confidential, Restricted, Internal, Public etc.).
3. System should have the provision of automatic classification of documents.

4.5.6. Image Processing

Bidder is required to ensure the following in the implemented solution towards processing of images:

1. Quality of scanned images is enhanced up to the optimum level.
2. Required image enhancement activities like de-skew (to make the images straight), contrast ratio setting etc. have to be done on the documents.
3. Remove halftones and intrusive background colors that interfere with image reading and OCR processes
4. Fix lines and shapes in scanned images, which usually gets distorted or disconnected during paper storage overtime and scanning.
5. Carry out cropping and cleaning of images like removing overall noises around the text, removing punch hole mark, despeckle etc. and provide equal margins all around the text.

4.5.7. Digital Signature

System should have the capability to integrate Digital Signature and the bidder will extend the required service for integration anytime during the contract period, as and when required by the Bank.

4.5.8. Document Reference

The document so scanned and indexed must be done in such a way that they can be easily referenced whenever required. Following features are required to be implemented:

1. Mechanism of linking of the documents should be done in such a way that retrieval can be done within the stipulated timeline prescribed. For example, in

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case of Policy/Circular management, these documents are required to be linked with referenced policy/circulars.

2. System shall provide the features to link any type/format of documents, media (ppt, word, excel, html, pdf, audio/video files etc).
3. Capability to automatically inform the status of the linked document (whether it is updated or not).
4. The system should have a facility for cross referencing documents between the solution and other applications of the Bank.

4.5.9. Storage, Search & Retrieval Solution

The proposed solution should have the following functionalities with respect to search, retrieval & archival of the documents:

1. The solution should have a mechanism to define and use Bank's retention policy of documents on the basis of various classifications.
2. The solution should provide access to the documents through both standard browsers as well as Web-Interface.
3. Solution should implement Full Text Search (FTS) facility.
4. The solution should be capable of enabling users to do advance level of search for content via selection of properties and/or words, phrases, sounds like strings, proximity search, thesaurus search, etc.
5. Facility to save queries for reuse or sharing is required. These can be accessed as objects in the repository and run from either the Windows Explorer or web interface
6. System must provide the ability to search from bi-lingual content sources.
7. Facility to encrypt and store the documents should be available in the system.
8. All the stored documents in DMS must be available through Internet (outside corporate network) and through mobile devices (both Android and iOS).
9. Adequate measures should be taken so as to prevent data loss due to disk failure, power issue, hardware failure, application issue etc.

4.5.10. Mobility Solution

The solution needs to be made available on mobile devices based on Android, iOS etc.. Following features must be enabled on the mobility solution:

1. The solution should provide mobile access of the documents and processes available in the DMS Solution and must support all leading mobile platforms like Android, iOS etc.
2. It should allow capturing of documents, images and multimedia files and store them in DMS through mobile network.
3. The scanning software should be able to import new documents through mobile device and associate key metadata (indexes).
4. It must deliver the very same reports and dashboard items, that are published on the web browser in desktop environment, to be delivered through mobile devices without the need for report rewriting.

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5. The solution should have capability of OCR and online-indexing from the captured image and documents.

4.5.11. Document Security

Following features must be made available in the solution:

1. Develop, test and implement a document security plan conforming to the Information System Security guidelines of the Bank.
2. System should have a full audit trail on all processes/documents.
3. System should support file encryption both for the data in transport and in storage.
4. The DMS Solution should be in consonance with the Bank's Information Security Policy and other related policies issued by the Bank, RBI, Govt. Departments and any other regulatory bodies.
5. It should be possible to assign the access levels to individual users and groups of users.

4.5.12. Reporting Requirement

The Bidder should provide comprehensive reporting module as follows:

1. To report on the scanning, OCR, retrievals and use metric which shall include the daily, weekly, monthly and overall progress (number of images/pages scanned, percentage scanned etc).
2. To display department-wise and number of records wise progress.
3. To provide user wise and document wise report.
4. The solution must have user friendly Graphical User Interface (GUI) for development of customized reports. The bidder will expose the relevant data points for user to make ad-hoc reports as and when required.
5. Above is only a broad scope of reporting requirement. Detail reporting requirement will be finalized as part of the requirement study and same will be documented by the bidder in SRS.

4.5.13. Documentation

The bidder should provide the following:

1. Conduct detail study and submit System Requirement Study (SRS) document. This document should be approved and accepted by Bank.
2. Complete user manual and system documentation of the proposed solution.
3. Implementation architecture.
4. Documentation of the solution reflecting features and functionality of the solution.
5. Integration with legacy application of the Bank should be well documented and submitted.
6. Training material – Technical, Administration and Operational.
7. Any changes introduced in the solution by way of redesigning formats / code level changes, technical details etc., needs to be documented and submitted.

4.5.14. Testing

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Vendor would perform the following:

1. Functional tests to demonstrate that each component as well as entire completed solution performs the functions as expected in line with this tender.
2. Vulnerability Assessment and Penetration Testing (VAPT) for Internet facing modules, if any, through 3rd party Vendor and submit the certificate.
3. The vendor shall conduct the tests, rectify any problems and provide a fully operational & functional system.
4. UAT will be initially done by the user departments/offices of the Bank and later by a third party, if Bank desires so.
5. Sign-off of all the UAT will be given on a pre-decided format to be prepared by the bidder.
6. All the development, customization and testing/UAT of all the modules of the solution will be carried out in development & test environments in Bank's premises at Mumbai.

4.5.15. System & Security Audit

1. Before live implementation of the software solution in production system, the product may be audited by Software Audit firm / in-house team appointed by the Bank. All audit points raised by the auditor should be complied with by the bidder without any extra charge. The bidder will give notice to the Bank well in advance so as to make necessary arrangement for conducting system audit.
2. During contract period the bidder needs to comply with security and system audit observation and remove the audit observation.
3. The solution should have built in security features to comply with the requirements of regulatory agencies.
4. It should have high level of reliability with particular emphasis on data integrity and security.
5. The system should implement generation of logs and audit trails in standard format for managing and controlling the system.
6. When authorized user accesses the system over Internet, the system should encrypt the data in transit for better security.
7. The system must be compliant to the IT Act 2000 and all other relevant Acts or Schedules.

4.5.16. Digitization of other Departments and offices

- Digitization of other documents at all the Departments will be taken up separately by the Bank as part of the future requirements after the successful implementation of DMS Solution.
- The selected bidder from this tender process will extend necessary support/hands-on guidance during the contract period to resources deployed at other offices for digitization. For this purpose, the bidder will prepare SOP & troubleshooting guide as part of training activity for such digitization work.

4.5.17. Training

1. The Bidder will provide training to Bank's officials for using and managing the solution. Purpose of these training is to enable the officials to handle the day-to-day system operation towards better productivity and efficiency across the organization. The bidder will accordingly plan for the training program for the Bank to achieve optimum utilization of the solution.
2. The bidder will primarily arrange for following broad level of training programs and prepare a training plan. Training schedule will be mutually decided and has to be completed before sign-off of the project.
3. Training program should not restrict the number of participants in a batch. Bank will decide on the participants, and they will attend the same either being present in person or through Video Conferencing.
4. The training batches will be divided into Administration Training, End User Training and Senior Executive Training.
 - Administration training will be provided to IT officers & Facility Management Team which will cover topics, inter-alia, System administration & User management, Creation of document category, Designing workflow, Management of servers, storage, database, DMS software and security, Auditing techniques, Log analysis and monitoring, Incidence analysis and reporting, Backup & Recovery Operations and Troubleshooting.
 - End-user Training will be provided to all officers, other than Senior Executives, covering topics, inter-alia, Scanning/Image processing/OCR/Storing/Retrieval and all other related user level functionalities available in the solution, Troubleshooting at the user level, Ad-hoc report generation, etc.
 - Senior Executive training will cover general awareness training.
5. Bidder will arrange for additional training during the contract period as and when required by the Bank. The rates for the same will be as per the contracted rates.
6. The bidder must arrange for softcopy of Training material in English
7. Standard Operating Procedure (SOP) for administration and for digitization will be prepared by the bidder and deliver to the Bank. Bidder will update the documents as and when required during contract period.
8. Bank reserves the right to make copies of these materials and distribute to as many users of the bank as it desires.

4.6.1. Workflow Solutions

The workflow solution should ideally simulate the routine works prevailing in the Bank viz. Office note creation and approval, Inward/Outward management, etc.

1. Solution should be able to provide GUI tools to design and construct the automation of workflow. The system should have the capability to set automatic reminders and alerts to concerned users.

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2. The solution must include the ability to automatically route work to a different user based on a specific rule or set of rules. The solution should include the ability for users to manually escalate work as appropriate.
3. The workflow solution shall utilize a role-based system that defines a role within the work task or activity and then assigns as many users as necessary.
4. The workflow solution should have multilevel (minimum two levels) approval mechanism.
5. The user should receive and be able to view the workflows pending for action in his inbox.
6. The workflow solution should support ad-hoc and rule-based workflow.
7. The workflow solution should support linking of documents across DMS / workflow solutions.
8. Existing Active Directory (AD) / LDAP will be used for user authentication.
9. System shall have an In-built editor for entering the notes and should support integration with MS office application.
10. The system shall allow various transaction reports including drill down reports as needed from time to time.
11. The system shall provide dashboard interface for online reporting of various processes.
12. Should have in-built Audit trail mechanism.

4.6.2. Inward Outward Management workflow

The following features should be available in the Inward/Outward module of proposed solution:

1. The system shall have a facility to scan and add the correspondence received by capturing information like date of receipt, sender details, date of letter etc. in bilingual format (English and Hindi).
2. The system shall allow capturing the letter using mobile device like Smartphone / tablet and add directly to the module.
3. The system should allow Auto Numbering (Alphanumeric string as defined by the Bank) of the letters both inward and outward, which can be easily tracked at any point of time.
4. The system shall have a facility to route the correspondences / letters the users whom it is addressed to.
5. The system shall allow the recipient of the letter to view the same and do annotations.
6. The system shall allow the recipient to take different action on the correspondence like
 - a. Filling the letter to an existing / new electronic file
 - b. Forwarding the same to other user for action
 - c. Forwarding the same to multiple users together for action.
7. The system shall have a facility to prepare responses and attach with the workflow of inward correspondences if a response is to be given to the letter.

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8. The solution shall provide search facility for searching a correspondence based on multiple criteria like dates, subject, pending with, completed by, pending since, etc.
9. Support indexing/filing/numbering/forwarding Correspondence.
10. Inbuilt Inbox for receiving Correspondence.
11. Feature to mark-off/close cases.
12. Monitoring Reports.
13. Facility to monitor/track Turn Around Time (TAT).

4.6.3. Office Notes Creation and Approval workflow

The proposed solution should provide a facility to create Office Notes and send in a workflow for approval. All Noting / Commenting / Decisions are captured in the workflow itself. Following features should be available:

1. The system should have facility to capture information like File Subject, Department etc. while creating the note.
2. Creation of new blank office Note document through MS Office applications. DMS Menu Option should be available in the toolbar of MS Office applications.
3. The system should have the feature to directly save the MS Office document in the DMS. Folder/Cabinet structure of DMS should be available on MS Office interface for selection and saving of the document in a desired folder.
4. All the authorized users shall be able to route the Office Note for approval as per their user role & access rights.
5. Attachment for the note, if warranted, from DMS and user should be able to do so as per his role & access rights. Provide facility to users to append their comments, which shall be automatically stamped with username, date and time.
6. Capability of routing of Note for approval:
 - a. Sequential routing: Note to be route one after the other in a pre-defined sequence
 - b. Ad-hoc routing: Changing the routing sequence by authorized personnel
7. When note is opened from the inbox, sender's comments will be displayed along with the complete history of the office note. Recipient can add comments / forward / return for review/ approve the note.
8. The system should support annotations and shall provide facility for securing annotations for selective users.
9. Audit trail for all revision / modifications shall be captured in the system.
10. Users involved in the workflow can track and check the status of the note and will also be intimated once the decision on note is taken by the approving authority.
11. Finally, office note is archived in the system and remains available for search in future.
12. The system shall provide security on notes so that Noting/comments once written signed and forwarded shall not be amendable by any user including originator.
13. The system shall provide facility of securing the notes or making a noting confidential and allow only selected authorized officers to view the secured notes.
14. The system will allow to attach/link other related files in the workflow for easy

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reference while in workflow

15. Once the workflow is initiated, the system will automatically intimate the respective users by email for their action once the file is in their inbox.
16. The system shall allow fixing the timelines for completing of task by each user. The system will intimate the user by email on reaching the threshold time for completing the task. The system will allow defining escalation actions, if the task is not completed in time like email, automatically moving the file to alternate officer etc.
17. Printing of office notes.

4.6.4. RTI Management

The proposed solution should provide a facility to handle all the RTI queries and replies with full details like date of receive and delivery, details of the person seeking the information, etc. Further, workflow to automate/design the routing of RTI queries to the concerned department within the defined timelines and generate/send alerts to ensure timely response from the departments. A separate database for the RTI queries should be maintained for future references. The system should allow the following facilities:

1. Rapid processing of RTI queries by allowing setting up of deadlines
2. Auto-allocation of queries to the respective departments, based on configurable rules
3. Support for intimation to the RTI applicants/citizens for the RTI queries/requests/grievances raised

4.6.5. Meeting Management

Meeting Management Solution should provide a system to manage committees, scheduling meetings, maintaining, and circulating agenda, action tracking, documentation, and communication. The system should have the following features:

1. Facilitate meeting management including scheduling, notifications, attendance, agenda and document sharing.
2. Provide search capabilities for searching Meetings & Documents
3. Records of previous meetings should be maintained in the system and can be retrieved anytime
4. Detailed user profile management to ensure restricted rights.
5. Setting up and initiation of urgent/ad-hoc meetings directly without creating committees.
6. Stakeholders should receive invites directly on setting up of a meeting.
7. Provide dashboard view to all users with a calendar reflecting all meetings that the user has accepted.
8. Facilitate individual annotation for Board members on documents such as note taking and bookmarking capabilities.
9. Facilitate reporting on Board activities and tracking of issues arising from meeting.

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10. Provides audit trails and related security reporting.

4.6.6. Parliament Query Management

The module, as and when implemented by the Bank, should automate the process of receiving the parliamentary queries, drafting the response, reviewing the response and sending the response. The solution should enable the following:

1. Capturing Parliamentary Queries in Pre-designed & Defined Form.
2. Initiating a Workflow through a series of Query Response Process by respective stakeholder(s)
3. Allocation of queries, drafting responses along with attaching of relevant supporting documents
4. Reverting to the concerned department with proper response

4.6.7. Other Workflows

Bank shall be utilizing services of on-site administrator-cum-developer for building additional workflows as and when required.

5. Service Level Agreement and Liquidity Damages

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to the Bank for the duration of this contract.

The Project should be completed within stipulated period in line with the finalized project plan, failing which Liquidated damages will be charged at the rate of 1% of the order value of the late delivered item for each week's delay or part thereof, subject to maximum of 10% of value of the late delivered items.

In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank.

If the vendor fails to complete implementation and rollout of DMS Solution within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of software and implementation services (except the cost of digitization) for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services.

The bidder shall adhere to the SLA requirements as specified in the table below:

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Severity Levels and Response Time Goals

Case Priority	Severity Level	Description	Response Time Target	Liquidity Damages
S1	High: Production System Down	The Client production system is not operational. The problem affects more than 90% of the users and a solution is not available.	2 hours	₹10,000/- per hour for every hour of delay
S2	Medium: Serious Impact on System Operation	The Client production system is operational but has a major feature that is not operational, or performance is very slow. The problem affects a significant number of users, and a solution is not available.	4 hours	₹5,000/- per hour for every hour of delay
S3	Low: Subsystem or Device Failure and support cases	The system is generally available and functional for a significant number of users. An interim solution is available to keep the system operational.	6 Hours	₹2,500/- per hour for every hour of delay

The upper ceiling of the LD on the support services shall be 10% of ATS/ AMC in a year under the contract. In case the total LD in a year is more than the balance payment to be made to the vendor during the year, NHB may request the bidder to deposit the amount with NHB within a stipulated time period or may revoke the performance guarantee either in part or full to realize the outstanding dues for non-performance as per the contract.

6. Bids (Technical & Commercial) And Bid Evaluation Methodology

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid Part I
- Commercial bid Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "**RFP for Implementation of Document Management System**", "**TECHNICAL BID**" or "**COMMERCIAL BID**" as the case may be.

TECHNICAL BID shall not contain any pricing or commercial information.

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The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialed by the person(s) signing the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialed by the person(s) signing the Bid.

6.1. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of '**Minimum Eligibility Criteria**', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in **Section 6.2**. The technical and commercial responses to this RFP **will be considered further only for those vendors who meet the Minimum Eligibility Criteria**. Bidders must provide their responses in the format given in Annexure - 'D'.

Techno-Commercial Evaluation i.e., Quality cum Cost Based System (QCBS):

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30.

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The technical and commercial response evaluation will be based on the criteria described in following section onwards.

6.2. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria.

S. No.	Financial and other Requirements	Documents to be submitted with this RFP
1.	The Bidder/OEM should be a Company/ Public Sector undertaking/ Govt. Company incorporated in India.	<ul style="list-style-type: none">• Certificate of Incorporation• GST Registration• PAN Card
2.	The Bidder/OEM should be the owner or Authorized partner for the proposed DMS.	<ul style="list-style-type: none">• Certificate from OEM
3.	The Bidder/OEM must be an enterprise operating in the field of document management for at least 5 years as on the last date of submission of bid. <i>(In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm / limited company will be taken into account).</i>	<ul style="list-style-type: none">• Copy of Work order/ agreement from the enterprise and its completion certificate. <p><i>(5 Years will be calculated from the date of completion of the work order).</i></p>
4.	The Bidder/OEM should have positive net worth with average annual turnover should be at least ₹100 Crores during the last three years ending 31 st March of the previous Financial Year as on Last Bid Submission Date. The turnover should be applicable to bidder and not for its group companies/subsidiary companies/parent company.	<ul style="list-style-type: none">• The Bidder must produce a certificate from Company's Statutory Auditor confirming positive net worth and average annual turnover during the last three years.• Audited balance sheet of financial years 2018-19, 2019-20 and 2020-21* <p><i>* In case audited balance sheet for 2020-21 is not available, provisional balance sheet may be submitted</i></p>

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5.	The Bidder/OEM should have supplied at least one project related to proposed DMS Solution in Government with any State/Central Government(s), PSBs, PSUs, FI, LC in India during the last five (5) years for an order value of not less than ₹1 crores having user base of at least 300 users.	Attach copy of Documentary evidence in form of Purchase Order and Implementation Certificate in this regard from Customer. The proof should be applicable to bidder and not for its group companies/subsidiary companies/parent company.
6.	The Bidder/OEM should have Direct Support offices in Delhi NCR and should be able to provide support at Mumbai.	Documentary proof such as Office registration details, list of service centers/business allies etc. with the Address, contact person and contact details to be submitted along with the bid.
7.	The Bidder/OEM must submit authorization letter MAF (Manufacturer Authorization Form) from the Original Equipment Manufacturer (OEM)	Authorization letter from OEM
8.	The proposed DMS should be placed in Gartner 2020 Magic Quadrant for Enterprise Content Management reports in the last 3 Years (2018, 2019, 2020)	Submission of a copy of relevant section of the report.
9.	The proposed DMS should be based on databases placed in leader's quadrant of Gartner 2020 Magic Quadrant for Operational Database Management Systems.	Submission of a copy of relevant section of the report.
10.	The Bidder/OEM must be an IT services provider with at least SEI CMMI Level 3 certifications.	Valid Copy of relevant certificates.
11.	Bidder/OEM must not have been blacklisted by any Government Department/PSUs/ Autonomous Bodies/Statutory Bodies in India at the time of submission of bid.	Self-declaration certificate on Bidder's letter head signed by Company's Authorized Signatory.
12.	The Bidder/OEM should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the Company's Statutory Auditor.

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- i. Bidder/OEM should submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfill the above criteria or who fail to submit documentary evidence to the satisfaction would be rejected.
- ii. Bidders/OEM fulfilling the Minimum Eligibility Criteria will only be considered for further technical evaluation.
- iii. Definition of Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having offices in all metro cities in India will be considered as Large Corporate Sector for this RFP.

Note: Bidder to submit supporting documents and clearly flag the same

6.3. Evaluation of Technical Bids

- i. Minimum Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule stipulated by NHB. A detailed analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for technical evaluation further. Proposals, which are not meeting the Minimum Eligibility Criteria as mentioned in **Section 6.2** above, will not be considered further for technical evaluation.
- ii. The Technical Bids obtained the Technical Score of 60 or more in Part I (S.No. 1 to 3 in Mark Distribution) out of 80 marks are only eligible for the demonstration.
- iii. The Parameters of the Technical evaluation are provided in Technical Bid Format (**Section 6.4**)
- iv. The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. The mark distribution criteria of the technical evaluation are as follows:

6.4. Technical Bids (Mark Distributions)

Part I		
S.No.	Technical Evaluation Parameters	Maximum Points 100 Criteria points

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1.	Bidders/OEM's total experience in the field of document management solution in FI/Government Sector/PSUs /Scheduled Commercial Bank/Large Corporates with similar nature and size of work (in Years) <i>Documentary Evidence required: Copy of Work order/agreement along with completion certificate for completed projects.</i>	Max. Marks 10
	More than 10 years	10
	> 5 years to 10 years	6
	5 years	3
2.	Experience of Bidder/OEM in executing DMS projects in RFP for Government Sector/BFSI/PSUs/Scheduled Commercial Bank/Large Corporates with minimum order value of ₹1 crores in last 5 Years i.e., Financial Year (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) and should be currently live. <i>Documentary Evidence required: Copy of Work order/agreement, sign offs/ completion certificate for completed projects along with Self Declaration with Project Reference (containing project details, contact details, designation, completion date, etc.) confirming the minimum order value of ₹1 crore. Self-declaration submitted by the Bidder/OEM may be cross verified by the Bank.</i>	Max. Marks 10
	5 or more orders	10
	3 - 4 orders	6
	1 - 2 orders	3
3.	Technical and Functional Specifications as detailed in Annexure 'G'	Max. Marks 50
	Normalized Marks will be calculated as per Technical and Functional Specifications	
Total Technical Score (Excluding Demonstration)		
Part II		
4.	Demonstration: An end-to-end solution demonstration of the entire requirement must be demonstrated by the bidder. During the Solution Demonstration, any point from the compliance sheet can be taken and asked the bidder to demonstrate. <i>Please note that it will be a solution demonstration and not a PowerPoint Presentation only.</i>	Max Marks 30
Total Technical Score		Max. Marks 100

Note: An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having

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offices in all metro cities in India, will be considered as Large Corporate Sector for this RFP.

6.4.1. Instruction to Bidders

The functional and technical specifications for the DMS Solution are given in Annexure - G. Bidder shall mention the availability of each feature/functionality in the proposed solution by assigning its score as on the following scale:

Classification	Description	Score
Readily Available	Readily available and can be showcased at the time of technical presentation/POC.	2
Customization	Not readily available; Require customization with no additional cost and can be delivered before start of UAT.	1
Not Available	Readily not available and cannot be provided.	0

- i. Bidders are required to indicate how their solution satisfies the feature/functionality mentioned, thereby justifying their score for the respective functionality, in the 'Remarks' column in **Annexure 'G'** corresponding to each functionality.
- ii. Bank may at its sole discretion ask the bidder to justify the score for any of the defined feature/functionality. Score assigned by the bidder might undergo change if the bidder is not able to demonstrate the respective feature/functionality. Any noncompliance/ deviations to functional or technical requirements which defeat the purpose of this initiative of the Bank may lead to disqualification of the bid at sole discretion of the bank.
- iii. Scores, thus finalized for all feature/functionalities, will be added and final score for this parameter (Compliance of the solution to meet Functional and Technical requirement) will be arrived at as per following illustration.

S.N.	General Compliance	Maximum Score	Bidder's Score
1.	The system should be platform independent and should support both Linux and Windows platform. It should support both these platforms with or without virtualization.	2	1
2.	The solution should be device independent and work seamlessly on devices such as mobiles, tablets etc.	2	2
3.	The solution should be available in Hindi and English i.e., should have Unicode support.	2	2

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4.	The solution should be fully web-based with preferably no client component installation required on the user's workstation.	2	1
5.	The system shall support separate Document/Image server for better management of documents and store only metadata information in database.	2	1
6.	Support open, scalable, multi-tier architecture with each tier fully independent with support for clustering.	2	2
Total		12	9

In the above example, total bidder's score is 9 whereas total maximum score could have been 12 (2*6, assuming the ideal situation where all 6 features/functionality are readily available). Hence, in this illustration, bidder scores $45[(9/12) * 60]$.

- iv. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. **Bidders will submit index page of the supporting documents while submitting response.**
- v. Bidders will be provided at least 2 days prior notice for Demonstration.
- vi. **The minimum qualification score for the Technical Bid would be 75 (cut-off marks) out of Total 100 marks (Including marks for presentation).** The Bank however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

6.4.2. Demonstration/Proof of Concept (POC)

The bidder will be required to demonstrate a Proof of Concept (POC) for DMS Solution in line with the scope of work defined in this RFP. Schedule of POC will be communicated to bidders suitably during the technical evaluation process. The bidder will be required to broadly showcase the following through POC

S.No.	Particulars	Score
1	Login method, integrated user interface of the solution for all components, end-to-end flow of the solution, ease of navigation	2
2	Complete cycle of digitization: Scanning/capturing, image enhancement, annotation, secured masking of portion of image, metadata creation & indexing, OCR, compression, search & retrieval	4
3	Audit trail, administration, access control, assigning rights & roles, Configuration of alerts, reminders, and notifications	2
4	Demonstrate the capability of workflow and DMS for form level changes, linkage of forms with backend users without any coding.	2

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5	Create of a multilevel workflow (at least 3 level) by designing a form and using MS Word/PDF document, Options for triggering a workflow, approval process through workflow, document storage, dynamic ad-hoc routing of workflow, document storage	3
6	Complete cycle of RTI: Receipt of RTI queries, Forwarding RTI queries to multiple departments and Compile replies from Departments. Retrieval of older RTIs containing similar queries/information.	3
7	Complete cycle of Meeting Management: Create Committee, Schedule a meeting, circulate agenda, bookmarking content, circulation of minutes for approval	2
8	Report builder for ad-hoc reporting, dashboard for reporting of Workflow status	2
	Total	20

- i. All the technical features mentioned in the eligibility criteria in the RFP will be verified at this stage of POC. In case of non-compliance of any point, bid will be rejected.
- ii. Bidders will be allotted a time slot of 40-60 mins for POC after technical presentation on the same day. Failure of a bidder to do the POC may result in rejection of the proposal.
- iii. Scoring for POC will be based on the scoring matrix mentioned above.
- iv. Additionally, the bidder may be required to demonstrate various feature and functionalities of the solution as mentioned in the RFP.

6.5. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- ◆ The lowest bid (As per **Total Cost "Z" of Annexure 'I'**) will be assigned the maximum Financial Score of 100 points.
- ◆ The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

6.6. Final Processing

- ◆ Proposals would be ranked according to their Final Score arrived at by

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combining Technical and Financial Scores as follows:

$$\text{Final Score} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(*T* – Weightage given to the Technical Bid, *F* – Weightage given to the Financial Bid, $T + F = 1$)

Weightage for the bids are as follows:

Technical Bid (T)	70%
Financial Bid (F)	30%
Total Weightage	100%

- ◆ The firm achieving the highest combined Technical and Financial Score will be invited for negotiations, if required.
- ◆ The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightage; if it finds it necessary to do so.

7. Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

7.1. Cost of RFP

Bid is available for free for download at Bank's website.

7.2. Currency

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

7.3. Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid and firm for full contract period of 5 years.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance costs, back-to-back support with OEM during warranty/ATS, training etc., till the bid validity period (5 years) as per Commercial Bid.
- d) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 5 years which may be extended, if required, by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order/s

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annually after performance review of the previous year/assignment. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.

- g) For any future requirement, order will be placed at the contracted man-day/man-month rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.
- h) The Bank reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services at the agreed unit rate for individual categories of purchase order during the period of 5 years from the date of award/Purchase Order

7.4. Payment Terms

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms.

i. Payment terms are as follows:

Payment Milestones	Payment in percentage of Respective Cost Component	
	Software Cost (including 1 year warranty)	Implementation Services Cost
Sign-off of SRS and delivery of all required licenses	40*	-
Implementation of Phase I at DC - DAK/Correspondence management and Office Note Management	20	30
Implementation of Phase II at DC - Implementation of Meeting and RTI Management	20	30
On-Boarding and digitization of 2 Pilot Departments, Training and Sign-off of the solutions	20	40

* 100% payment pertaining to software licenses may be released on Submission of PBG of equivalent amount

ii. Payment for ATS (Annual Technical Support) cost

- Payment of ATS cost for the software components/licenses for 2nd years of contract period onwards will be made in advance annually in the beginning of the respective year on production of invoice.
- In case Bank decides to avail ATS services beyond contract period,

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payment of ATS cost for software will be made in advance annually in the beginning of the respective year provided the bidder submits the PBG. Alternately, payment of ATS cost will be made at the end of the service period. The vendor has to submit a OEM certificate confirming the annual renewal.

iii. **Payment for hired onsite resource**

- Payment will be made quarterly at the end of service period and in the beginning of the subsequent quarter based on invoice raised.
- Payment will be made proportionately on actual number of person-months utilized.

iv. **Payment for Training**

- This payment will be made separately after completion of training, submission of training material and submission of invoice.

v. **Payment for Digitization**

- Cost of digitization will be paid on basis of actual job done i.e., depending on digitization of number of pages (in batches of 5000 pages) with desired quality & made available online to the users.

- vi. All the payments will be made by the Bank electronically through RTGS/NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure - L**) along with cancelled cheque in original with technical bid.
- vii. Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by Bank officials, proof of back-to-back warranty arrangement certificate (**Annexure-'J'**) while claiming the appropriate payment for software items
- viii. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
- ix. TDS, if any, will be deducted while releasing the payment.
- x. All Payments will be made to the Bidder in Indian Rupee only.
- xi. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- xii. All payments will be released within 30 days subject to submission of invoices along with supporting documents/reports/certificates towards completion of respective activities/milestones.

7.5. **Payment in case of termination of contract**

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Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

7.6. Go Live

The solution will deem to be Go-Live after all the required components of the solution are deployed, tested, system is smoothly running post-UAT, as per the expectation of the Bank and issuance of Sign-off.

The date of sign-off will be considered as Go-Live date for the solution.

7.7. Warranty and ATS - Scope

- i. The Bidder shall consider and envisage all services that will be required for the maintenance of the system. During warranty and ATS period, the vendor will ensure smooth functioning of the solution.
- ii. Warranty and ATS will cover software support for all components of the software products supplied under this tender. All upgrades, updates, patches, new version releases will be provided during ATS period free of cost and will also be applied and implemented by the vendor, if the Bank desires.
- iii. Modifications, bug fixation, resolving performance issues for all software products, supplied under this tender, shall be carried out by the bidder during warranty and ATS period without any extra cost. These services will include customization, configuration, implementation and development of workflow carried out by the bidder under the scope of this tender.
- iv. Warranty and ATS services would include support services for all software components like Application Server, Web Server, System Software, 3rd party tools, Database/Application Software and tuning to enhance the performance of the overall system, wherever applicable.
- v. Warranty and ATS services would include troubleshooting, performance tuning, applications of patches, bug fixing, improvements in presentation and /or functionality, resolving issues for audit/regulatory compliance and others.
- vi. Service would include software documentation management reflecting changes/upgrades in features and functionality of the solution.

7.8. Warranty and Annual Technical Support (ATS) - Terms & Conditions

- i. Warranty of the solution will start from the date of sign-off of the solution and remain valid for one year. Annual Technical Support (ATS) services for software will start after completion of warranty period and same will be

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- extended by the bidder, if desired by the Bank.
- ii. Bidder will extend hand holding Support during Warranty and ATS period.
 - iii. All the licensed software components being proposed by the bidder for the solution must be mentioned specifically and should have back-to-back technical support arrangement throughout the contract period.
 - iv. The bidder will warrant all the software components against defects arising out of faulty design, solution architecture issues, bugs, inefficient coding, integration issues etc. of the software. The bidder will provide support for all software components including dependencies on operating system during the warranty period.
 - v. The warranty and ATS should cover all components including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 5 years from the date of sign-off by the Bank at no extra cost to Bank.
 - vi. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also, the bidder should provide and implement functionality changes as required by the Bank during the contract period.
 - vii. Warranty and ATS arrangement should be back-to-back with respective OEM for all the software components towards maintenance, providing support services, updates, upgrades.
 - viii. The bidder has to agree to maintain the software products & all components of implemented solution for extended period after contract expiry at the lowest ATS rate quoted.
 - ix. Termination of Warranty / ATS contract [if contracted]: Bank will terminate the ATS contract on occurrence of the following:
 - a) Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
 - b) Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
 - c) Bidder's failure to meet the performance requirement specified herein.
 - x. During the Warranty and ATS period, the Bidder will have to undertake system maintenance.
 - xi. The Bank shall promptly notify the Bidder in writing/e-mail/fax of any claims arising under this warranty and ATS period. Upon receipt of such notice the Bidder shall repair / fix without any cost to the Bank.

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- xii. Any corruption in the software shall be rectified during the period of the contract including warranty/ATS, if contracted, at no extra cost to the Bank.
- xiii. The Bidder will periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc. during contract period.

7.9. Additional Development and Customization

- i. Bank intends to subsequently take up customization, development of additional workflows, integration of the proposed DMS Solution with other legacy applications which are beyond the scope of this tender document. Accordingly, commercial rate of one onsite resource is being obtained in this tender for availing services. This resource will also be used for on-site administration and development of the solution.
- ii. The vendor will make services of resource (having minimum qualification of bachelor's degree and at least 3 yrs of relevant experience) available on-site after sign-off of the solution, as and when required by the Bank for administration of the solution, development of additional workflow solutions, integration with legacy applications, customization, coordination with other stakeholders as per requirement of the Bank.
- iii. In case of requirement of the Bank, the vendor will continue to extend above services of on-site resource during the contract period i.e., 5 years at the commercial rate applicable during first year.
- iv. The Bank reserves the right to hire additional resource of similar profile anytime during the contract period at the same commercial rate and the vendor will be required to arrange for the same in case of requirement of the Bank.
- v. Payment will be made proportionately on actual number of person-months utilized.

8. General Terms and Conditions

8.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

8.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.

8.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to

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get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

8.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

8.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

8.6 Although service window has been defined in the RFP, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.

8.7 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

8.8 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 100 days after completion/execution of the assignments/contract.

8.9 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.

8.10 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.

8.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-

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end solution basis.

- 8.12 The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 8.13 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 8.14 Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- 8.15 The selected bidder will sign Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), and Integrity Pact with NHB & provide Performance Bank Guarantee, as per format provided in the RFP.
- 8.16 The bidder shall submit the Signed Integrity Pact on Rs 100/- Stamp paper along with the technical bid.
- 8.17 All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.
- 8.18 Removal and/or Replacement of Personnel
- a) If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the Bidder), the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Bidder shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.
 - b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at NHB's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.

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- c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

8.19 Acceptance of Work Order/Letter of Award

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

8.20 Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in Annexure L and the Confidentiality cum Non-Disclosure Agreement (NDA) in Annexure M with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

8.21 Taxes

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Bidder.

8.22 Use of Contract Documents and Information

The Bidder shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

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8.23 Assignment

The Bidder shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

8.24 Duration of Contract

The contract will be valid for a period of 5 years from the date of the work order/letter of award. Bank will enter into a service contract with successful bidder for a period of 5 years from the date of implementation of solution which will be reviewed on yearly basis and on satisfactory performance the same will be renewed for the subsequent years at Bank's discretion.

8.25 WARRANTY

Software Support

The Bidder shall provide all the updates, patches etc. without any extra cost to the Bank. Warranty should cover updates/maintenance patches/bug fixes (available from the original software Bidder) for system software & firmware patches/bug fixes, etc during the contract period.

8.26 Termination Clause

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- iv. However either party, in the case of termination, will give 3 months' notice to the other party.
- v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.
- vi. The Bank may, at any time terminate the contract by giving written notice to the Service provide if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

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8.27 Pre-Contract Integrity Pact Clause (To be mentioned only in cases depending on the threshold fixed as per the policy of NHB)

A “Pre-Contract Integrity Pact” would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - ‘Q’**.

In this regard, NHB has appointed Shri Lov Verma, IAS (Retd.) (email id: lov_56@yahoo.com) and Shri Hare Krushna Das, IAS (Retd.) (email id: hkdash184@hotmail.com) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- i. Denial or loss of contracts;
- ii. Forfeiture of the EMD/Bid security and the performance bond/PBG;
- iii. Liability for damages to the principal and the competing Bidders; and
- iv. Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

8.28 Support

The Bidder is required to provide sound support by arranging timely attending of calls received from the Bank’s offices and problem rectification through competent service engineers. The desired support time should be uniformly maintained at all the sites.

The Bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers for all locations. The resolution matrix in **Annexure ‘R’** should be adhered.

8.29 SUSPENSION OF WORK

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

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8.30 TERMINATION OF CONTRACT

The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

-----XXX-----

ANNEXURES

RFP for Implementation of Document Management System at NHB

Annexure 'A' - Bidder Information

[To be submitted along with Technical Bid]

PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Govt. / PSU/ Pub. Ltd / Pvt. Ltd]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone/fax]	
6.	GSTIN	
7.	PAN No	
8.	Contact Details of Bidder authorized to make commitments to NHB	
9.	Name	
10.	Designation	
11.	FAX No	
12.	Mail ID	
13.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
14.	Provide the range of services /options offered by you covering service description and different schemes available for: o Document Management System	Yes / No / Comments (if option is 'No')
15.	Whether the Bidder is blacklisted/ debarred at the time of submission of this Tender, by Government of India or Central PSU/PSE/PSB/FI/Regulatory Bodies. If yes, please give details	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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16.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2018-19		
		2019-20		
		2020-21		

Audited/Provisional/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'B'- Bidder Experience Details [To be submitted along with Technical Bid]

S.No	Details	Details to be furnished by the bidder	
1.	Vendor's experience in Implementation of DMS including ATS support		
	a) Experience in India		
	b) Global experience		
2.	No. of DMS projects carried out by the company during last three years in India (give details)		
3.	Details of minimum three major DMS Projects executed	Name of the customer & Contact information	Contract Period in years (ongoing, expired)
	Project 1		
	Project 2		
	Project 3		
4.	No. of qualified engineers employed (Minimum Qualification: (Degree/Diploma in engineering or its equivalent with minimum of 3 years work experience in DMS) - List to be provided with their qualification	(Furnish the qualification details with number of engineers under each qualification)	
5.	Availability of centralized help desk	Yes / No	
6.	Number of own support centers in India with Address and Contact Details (mobile, landline, email)		
7.	List of Franchisee Support Centres across the country	(Please submit full list of franchisee support centers with addresses separately for own centers with details of contact person, contact numbers and email IDs)	
8.	Details of Reference Client Sites	(Please submit Name of the Company, Contact Number and Email IDs)	
	Reference site 1		
	Reference site 2		

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	Reference site 3	
9.	Name of the Bank / large Corporates/ financial Institutions / Government organization/ PSU for whom DMS project was implemented	1. 2. 3.
10.	List and details of clients wherein DMS was integrated with SAP and Office365	(Please submit Name of the Company, Contact Number and Email IDs)
	Reference Site 1	
	Reference Site 2	
	Reference Site 3	

Authorized Signatories

(Name & Designation, seal of the company)

Date: _____

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Annexure 'C' - Compliance Statement Declaration Along with Deviations [To be submitted along with Technical Bid]

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. with below deviations.

[Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.]

Bank may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by Bank will not entitle the bidder to submit a revised commercial bid. Clarifications given in Pre-bid will not be further entertained]

S.N.	Page Number	Section Number	Clause as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'D'- Minimum Eligibility Criteria

[To be submitted along with Technical Bid]

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S.No.	Criteria	Documents to be submitted with this RFP	Bidder's Response	Supporting documents/ proof at Page No.
1.	The Bidder/OEM should be a Company/Public Sector undertaking/ Govt. Company incorporated in India.	<ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration & PAN Card 		
2.	The Bidder/OEM should be the owner or Authorized partner for the proposed DMS.	<ul style="list-style-type: none"> • Certificate from OEM 		
3.	<p>The Bidder/OEM must be an enterprise operating in the field of document management for at least 5 years as on the last date of submission of bid.</p> <p><i>(In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm / limited company will be taken into account).</i></p>	<ul style="list-style-type: none"> • Copy of Work order/ agreement from the enterprise and its completion certificate. <p><i>(5 Years will be calculated from the date of completion of the work order).</i></p>		
4.	The Bidder/OEM should have positive net worth with average annual	<ul style="list-style-type: none"> • The Bidder must produce a certificate from Company's 		

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	<p>turnover should be at least ₹100 Crores during the last three years ending 31st March of the previous Financial Year as on Last Bid Submission Date.</p> <p>The turnover should be applicable to bidder and not for its group companies/subsidiary companies/parent company.</p>	<p>Chartered Accountant confirming positive net worth and average annual turnover during the last three years.</p> <ul style="list-style-type: none"> Audited balance sheet of financial years 2018-19, 2019-20 and 2020-21* <p><i>* In case audited balance sheet for 2020-21 is not available, provisional balance sheet may be submitted</i></p>		
5.	<p>The Bidder/OEM should have supplied at least one project related to proposed DMS Solution in Government with any State/Central Government(s), PSBs, PSUs, FI, LC in India during the last five (5) years for an order value of not less than ₹1 crores having user base of at least 300 users.</p>	<p>Attach copy of Documentary evidence in form of Purchase Order and Implementation Certificate in this regard from Customer.</p>		
6.	<p>The Bidder/OEM should have Direct Support offices in Delhi NCR and should be able to provide support at Mumbai.</p>	<p>Documentary proof such as Office registration details, list of service centers/business allies etc. with the Address, contact person and contact details to be submitted along with the bid.</p>		
7.	<p>The Bidder/OEM must submit authorization letter MAF (Manufacturer Authorization Form) from the Original</p>	<p>Authorization letter from OEM</p>		

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	Equipment Manufacturer (OEM)			
8.	The proposed DMS should be placed in Gartner 2020 Magic Quadrant for Enterprise Content Management reports in the last 3 Years (2018, 2019, 2020)	Submission of a copy of relevant section of the report.		
9.	The proposed DMS should be based on databases placed in leader's quadrant of Gartner 2020 Magic Quadrant for Operational Database Management Systems.	Submission of a copy of relevant section of the report.		
10.	The Bidder/OEM must be an IT services provider with at least SEI CMMI Level 3 certifications.	Valid Copy of relevant certificates.		
11.	Bidder/OEM must not have been blacklisted by any Government Department/PSUs/Autonomous Bodies/Statutory Bodies in India at the time of submission of bid.	Self-declaration certificate on Bidder's letter head signed by Company's Authorized Signatory.		
12.	The Bidder/OEM should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the Chartered Accountant/ Statutory Auditor.		

Note:

- Bidder response should be complete; Yes/No answer is not acceptable

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- Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- **Bidder should submit Annexure 'D' in a separate envelope along with softcopy and relevant documentary proof.**
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NHB will not make any separate request for submission of such information
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof

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Annexure 'E' - Technical Bid Covering Letter

Date:

To
The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Technical Bid: Implementation of Document Management System at NHB

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [[Insert RFP Number](#)] dated [[Insert Date](#)]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

We also enclose masked Commercial Bid.

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

Dated at _____ / _____ day of _____ 2021.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

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Annexure 'F'- Technical Bid Format

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 6.4 of the RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

1. Details as detailed under **Section 6.4**
2. Technical Proposal Covering Letter (as per **Annexure -'E'**)

Note: Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for "Technical Proposal".

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Annexure 'G'- Functional & Technical Specification of DMS [To be submitted along with Technical Bid]

Functional and Technical requirement

The DMS Solution should provide following functional & technical features:

Bidder has to mention in 'Bidder's Score' column in following table towards availability of following features and functionalities in the proposed solution as per scoring matrix given below:

Classification	Description	Score
Readily Available	Readily available and can be showcased at the time of Technical presentation/POC.	2
Customization	Not readily available; Require customization with no additional cost and can be delivered before start of UAT.	1
Not Available	Readily not available and cannot be provided.	0

S. No.	General Compliance	Bidder's Score (2/1/0)	Remarks
General Requirement			
1.	The system should be platform independent and should support both Linux and Windows platform. It should support both these platforms with or without virtualization.		
2.	The solution should be device independent and work seamlessly on devices such as mobiles, tablets etc.		
3.	The solution should be available in Hindi and English i.e., should have Unicode support.		
4.	The solution should be fully web-based with preferably no client component installation required on the user's workstation.		
5.	The system shall support separate Document/Image server for better management of documents and store only metadata information in database.		
6.	Support open, scalable, multi-tier architecture with each tier fully independent with support for clustering.		
7.	Inter-operability - The systems must seamlessly integrate with any or all of the existing legacy and Core applications and shall support interface with other open-standard systems.		

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8.	DMS, RMS, BPM, Case Management and Scanning solution should be from a single OEM only.		
9.	The solution should be secure with complete access and role management features.		
10.	The solution must not, by its own architecture or design, impose any practical limit on the number of files/ documents that can be created/ handled at any point		
11.	The system must offer full application security and information on all security events must be recorded on an audit trail.		
12.	The solution should have the capability to offer context specific "HELP" to users and should be accessible from each screen in the solution.		
13.	The solution should be able to be accessed remotely, via VPN or Internet		
Document Scanning			
14.	Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents		
15.	Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.		
16.	Should be able to support the capture of digital records of at least the following formats: <ul style="list-style-type: none"> • Emails and attachments • OCR documents • Images - .tiff, jpeg, gif, PDF etc. 		
17.	The proposed solution should provide for automatic correction of parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc.		
18.	Support all the special image enhancement functionality offered by the scanner through the driver interface.		

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19.	Solution shall support Bulk Import of image and electronic documents		
20.	Should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page, and auto Form recognition		
21.	Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc. and other imaging features like compression and extraction etc.		
Architecture & Scalability			
22.	System should be platform independent and should support both Linux and Windows for application server		
23.	Solution should be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering		
24.	The system should store only index information in database while images should be stored in separate file server.		
25.	Solution should be compliant to ODMA, WebDav open standards.		
Archival of Electronic documents			
26.	The System shall support categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder		
27.	The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.		
28.	The system shall provide search facility to search in the same interface, so that users are able to search the documents to be linked		
29.	The system shall support versioning of documents with facility to write version comments		
30.	The system shall allow Locking of documents for editing and importing it back into the system through check-in/Check-out features		
31.	Repository should be format agnostic.		
32.	System should support configuration of verification processes for different business types. It should be able to handle multi-user environment for processing files related to different business types. While processing a file, all the		

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	data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review		
Document View			
33.	The System shall support Applet for viewing Image documents- No third-party viewers should be there for viewing of scanned images.		
34.	Even for multi-page document. The download and view should be page by page.		
35.	The system shall 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.		
36.	Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents)		
37.	Document view shall have the provision to draw a line, insert arrows etc. over image document.		
38.	The system should support viewing and rendering of PDF/A documents in inbuilt viewer.		
39.	Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.		
40.	The System shall support for viewing documents in native application.		
41.	The system shall provide facility of putting text, graphic and image annotations on scanned document pages.		
42.	The system should be compatible with mobile application for retrieval and archiving of documents		
Annotations			
43.	The Image applet shall support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.		
44.	The system shall support automatic stamping of annotations with username, date and time of putting annotations.		
45.	The system shall provide facility for securing annotations for selective users.		
46.	The system shall store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations		
Indexing			

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47.	The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.		
48.	The system shall facilitate manual and automatic indexing using OCR functionality or from other applications		
49.	The System shall support Automatic full text indexing for Text search		
Search and Retrieval			
50.	The system shall provide extensive search facility to retrieve documents or Folders/Files		
51.	The system shall support saving of search queries and search results		
52.	The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.		
Security & User Management			
53.	The Document management system shall support definition of Users, Groups and Roles relation in the system		
54.	The system shall support access permissions on Folders, documents and object level		
55.	The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).		
56.	System shall support for application-based rights		
57.	The system shall support system privileges like Create/Delete Users, Define indexes etc.		
58.	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database		
59.	The system shall have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.		
60.	The system shall provide LDAP support for integrating with directory services and shall support single sign on		
61.	The system shall support Extensive Audit-trails at document, Folder and for highest levels for each action done by particular user with user name, date and time		

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62.	The System shall support integration with database-based authentication.		
63.	The system shall support integration with PKI infrastructure as well as bio-metric solution for enhanced security.		
Administration			
64.	The system shall support web-based administration module for the complete management of system.		
65.	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries		
66.	The Admin module shall provide easy to use interface for Index structure definition that can be used by different users.		
67.	The Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.		
68.	The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.		
Reports and Audit Trails Features			
69.	The System shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports		
70.	The system shall support Extensive Audit-trails at user, Folder and Cabinet levels		
71.	The system shall provide facility to generate Audit trails on separate actions, and between specific date/times		
72.	The system shall support extensive reporting facility at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed		
73.	The System shall have audit trail to maintain history of all transactions performed on the system.		
74.	The system shall give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.		
75.	The application shall log all the actions done by individual users with username, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.		

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Reminders and Alarms		
76.	The system should have the capability to set automatic reminders and alarms to concerned users. (Through email or SMS)	
Integration and Web Services		
77.	Should be based on open standards and have API support for data import & export.	
78.	The System shall provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.	
79.	The System shall support integration based on standards such as XML	
80.	The System shall support message-based collaboration based on protocols such as HTTP, FTP and SMTP.	
81.	The System shall support integration with Email Servers.	
82.	The System shall provide fully functional APIs for Integration.	
83.	The System shall support Web based interfaces.	
Record Management System		
84.	The system should be certified to Record Management standard like DoD 5015.02 or equivalent standard.	
85.	Solution should include Records Management component to comply with regulatory and legal policies for long-term archival of content.	
86.	Solution should manage lifecycle of documents through record retention, storage, retrieval and destruction policies.	
87.	Solution should support managing and tracking of physical location of documents.	
88.	Solution should have facility to export / import electronic record with metadata in XML format.	
89.	Solution should provide the configurable capability of record classification as per the record keeping structure (File Plan) of department.	
90.	Solution should have a provision to define physical location of record management facility.	
91.	Solution should have a facility to define disposition schedule / policies for record.	
92.	Solution should provide the capability for only authorized individuals to view, create, edit, and delete disposition	

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	schedule components of record categories. The complete schedules would be as per the organizational policies.		
93.	Solution should have a provision to move & track a record among users within office/ across locations.		
94.	When record is moved out of the facility, system should have a capability to capture the transport / courier detail.		
95.	<p>Solution should provide report on the Records in the selected file plan component such as such as number of records present, number of record folder, Record creation date, etc</p> <ul style="list-style-type: none"> • Report on activities of the selected user • Report on the Request/Return activities • Report on overdue items • Report on items borrowed • Reports on records, whose retention period are getting over in specified time • Reports on disposition schedule 		
Business Process Management (Workflow Engine)			
96.	Sequential routing -Tasks are to be performed one after the other in a sequence		
97.	Parallel routing - Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as single composite work item. The system shall support conditional merging of multiple parallel activities i.e. Response from mandatory parallel work stages before it can be forwarded to next stage		
98.	Rule based routing - One or another task is to be performed, depending on predefined rules		
99.	Ad-hoc routing: Changing the routing sequence by authorized personnel		
Process Designing - Graphical Route Designer			
100.	The workflow management system shall support Inbuilt web based Graphical workflow designer for modeling complex Business Processes using drag and drop facilities.		
101.	The Process designer shall provide intuitive interface for designing complex rules and conditions for workflow routing.		
102.	The interface shall be easy to use so that Process owners can change the business process as and when required without any programming knowledge.		
103.	The system shall enable process designers to design multiple sub-processes. This includes mapping of the		

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	existing process instance to the newly created process instance as per mapping defined in the route.		
104.	The workflow management system development environment shall provide easy navigation to choose sub-processes as required to be invoked from within a process.		
105.	Facility to copy and paste work stages along with all its properties.		
106.	Facility to define documents viewed and to be attached at individual stages.		
107.	The Process designer shall support multiple Introduction stages for introducing different document types from different acquisition sources		
108.	Facility to define multiple archive stages for archive selected documents and indexes in underlying Document management system at any stage of workflow process.		
109.	The system shall provide facility to define hold stages so that a particular instance or the workflow can be kept on hold for specified interval on the basis of pre-defined condition. The system shall also provide facility to define conditions for resuming the instance from hold stage.		
110.	The system shall allow process designers to design properties for each work stage like default document view, form view or Exception view etc.		
111.	The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up particular variable or property etc.		
112.	The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.		
113.	The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger based on pre-defined conditions or setting up particular variable or property etc.		
114.	The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined		
115.	Support for creating adhoc tasks at runtime and assigning to users		
Process Designing - Inbuilt Form Designer			
116.	The system shall provide inbuilt facility to design Custom forms that can be attached at one or more stages of workflow.		

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117.	The Form designer interface shall support facility to define text boxes, Combo boxes, radio buttons, Drop down etc.		
118.	The system shall provide facility to define variables in the process or in external database tables, which can be linked to fields defined in the form for efficient data entry.		
119.	The system shall provide facility to define zones at forms and images, so that relevant part of the image is highlighted for Image assisted data entry.		
120.	The system shall support field level calculations at form level		
121.	Facility to use scripts for defining field level validations		
Inbuilt Exceptions			
122.	The system shall provide facility to define exceptions at individual stages, which shall dynamically change the route on execution.		
123.	The system shall facility to give rights to raise and clear exceptions at different stages of the process with user comments.		
124.	The system should have inbuilt Rule Engine for defining rules		
125.	Facility to raise triggers on the basis of exceptions.		
126.	Facility to raise automatic exceptions on the basis of pre-defined conditions.		
127.	The system shall track all the exceptions raised in the course of process and shall maintain history of that with username, date, time and comments.		
128.	The system shall clearly differentiate process instances with and without exception		
Inbuilt Triggers			
129.	The system shall provide facility to define custom triggers like Emails, Word template or launching executable etc. on predefined conditions		
130.	The system shall provide facility to define custom templates for the triggers with static and dynamic data.		
131.	The system shall provide facility to generate event-based triggers for automatically sending mails/ fax, generating responses, invoking data form for data entry, communicating from external systems.		
132.	The workflow management system shall have email notification to user when the user is not logged on to the workflow management system. Upon receiving the email, the user shall be able to click on the URL in the email to		

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	automatically launch the Workflow management system and present the user with the task to act on.		
Process Monitoring and Reporting			
133.	The workflow management system shall be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.		
134.	The workflow management system shall provide graphical and tabular tools to view progress of each individual process		
135.	System shall provide a facility to configure dashboard for individuals for e.g., dashboard for Head of Department, dashboard for Executive Director, dashboard for Managing Director etc.		
136.	No customization should be required to create dashboard, User should be able to configure dashboard without any coding.		
137.	There should not be any limit on the number of reports that can be created		
138.	User shall be able to drill down in a report for specific information analysis		
139.	The workflow management system shall support the generation of statistical and management reports like: <ol style="list-style-type: none"> 1. Number of pending files 2. Time taken to complete each task 3. Process History Report 4. User Performance Report 5. Average Process Time Report 6. Participant Report 7. Participant Processing Time Report 8. Process Definition Summary Report 9. Exception Details Report 10. Expired Work item Report 11. Diversion Report 		
140.	The workflow management system shall support the generation of performance comparison reports.		
141.	The workflow management system shall support users drill down from a higher-level view of business processes to lower-level details.		
142.	The workflow management system shall support statistical reports like Total turnaround time and delay report for complete process or specific work stages		

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143.	The workflow management system shall support definition of new customized reports based on exposed data points.		
144.	The workflow management system shall also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface		
User Management and Security			
145.	The workflow management system shall support integration with Lightweight Directory Access Protocol (LDAP) for domain level authentication and single sign on.		
146.	The workflow management system shall support integration with database-based authentication.		
147.	The workflow management system shall be capable of giving access rights to users/groups on work stages, documents, forms and also to the data fields.		
148.	The workflow management system shall support extensive password validations i.e. locking of user account after specified number of unsuccessful login attempts, password history, password expiry, passwords must be alphanumeric and of minimum character length etc.		
149.	The workflow management system shall support SSL, HTTPS and session timeouts.		
150.	The system should provide IP address capture in Audit logs for enhanced security.		
DAK & File Management System			
151.	The system shall have a repository or predefined folder/area where all new DAKs are received after scanning.		
152.	The system shall have a facility to create Paper profile of a DAK in the repository, in case DAKs are not scanned.		
153.	The system shall have a facility to add DAKs in electronic format from local computer drive.		
154.	The system shall provide a facility to view DAKs on Right Hand Side and indexing fields on Left Hand Side.		
155.	The system shall have a facility to add a Note with a DAK.		
156.	The system shall have a facility to save the DAKs in an existing file.		
157.	The system shall have a facility to route the DAKs using workflow feature of a system.		

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158.	The system shall support ad-hoc routing of a document		
159.	The system shall have a facility to prepare response and attach with the DAKs workflow		
160.	The system shall provide an interface to track & search the status of a DAKs in a workflow		
161.	The system shall have a facility to send the reminders.		
162.	The system shall have a facility to generate various reports w.r.t. DAKs workflow such as pending with users, pending since, elapsed time, initiated by, completed by etc.		
163.	The system shall have a facility to track a department where a DAK is pending.		
164.	The system shall provide an advanced search interface for tracing & searching a DAK based on dates, subject, pending with, completed by, pending since etc.		
165.	The system shall have a feature to recall a DAK from another user.		
166.	The system should have facility to put the completed DAK in a new or an existing file.		
Office Note Creation & Approval Workflow			
167.	The system shall have an In-built Web based Text Editor with basic functionalities such as bold, alignment, font, color etc.		
168.	The system shall have a draft folder to save Office Notes that are created through in-built text editor.		
169.	Office Note in draft folder shall be available to the user for editing.		
170.	Using workflow feature of a system, user shall be able to route the Office Note for approval.		
171.	Solution should have the Green Note sheet.		
172.	The system shall provide a facility to Add / Edit comment to a Note in a workflow.		
173.	All the comments shall be appended to the main content of the Note.		
174.	The system shall capture the signature of user working on a Note.		
175.	The system shall capture complete Revision History of a Note at the top of the Note itself.		
176.	The system shall have the facility to print the Note with Revision history at any point of time.		
177.	The system shall have a facility to 'approve' a Note		

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	through some actionable control.		
178.	The system shall provide an interface to search a and check the status of a Note in workflow.		
179.	The system shall have a facility to securely archive the Note on approval / completion.		
180.	System should differentiate between Administrative general files (Subject Files) and Administrative specific files (Special Files)		
181.	System should support handling of both types of files		
182.	The system should facilitate creation of a new electronic file in the system.		
183.	The system shall have a facility to create both main as well as part file.		
184.	File creation shall take at least File Number and File Subject as an input.		
185.	The system shall have a facility to save the file in the desired location folder.		
186.	The system shall also generate a Barcode number on successful creation of a file. This barcode can be pasted on a physical file for tracking in case physical file is also used.		
187.	The system shall have facility to print barcode number of files at any point of time.		
188.	The system shall have facility to add documents in the File.		
189.	The system should have a facility to search a file on File number, file subject		
190.	The system should have an index table of all created files		
191.	The system should have a provision to define searching attributes for each type of special file		
192.	The system should have a separate searching interface for each type of special file		
193.	The system shall replicate the Present file handling in the same manner as followed i.e., electronic files shall give the same look and feel of Physical file		
194.	The system shall support the Whitehall view of the file		
195.	The system shall have a facility to create/open a new electronic file.		
196.	The system shall have a facility to create both main as well as part file.		
197.	File creation shall take at least File Number and File Subject as an input.		
198.	The system shall have a facility to save the file in the		

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	desired location folder.		
199.	The system shall also generate a Barcode number on successful creation of a file. This barcode can be pasted on a physical file for tracking in case physical file is also used.		
200.	The system shall have facility to print barcode number of files at any point of time.		
201.	The system shall have facility to add documents in the File.		
202.	The system shall provide facility to view all letters/documents at the right-hand side of the folder with note-sheet on left hand side		
203.	The system shall support browsing through the noting on the left-hand side to facilitate easy identification of any filed document.		
204.	The system shall provide facility to users to append their notes, which shall be automatically stamped with username, date and time		
205.	The system shall provide facility to secure notes in File View		
206.	The system shall provide facility to users to link the notes to any document, file and previous notes, so that corresponding objects can be directly opened from the note view		
207.	The system shall provide facility to users to append notes in the same paragraph		
208.	The system shall provide security on notes so that Noting/comments once written, signed and forwarded shall not be amendable by any user including originator, however if a new note has not been written, the user shall be able to modify the latest note, which he is writing.		
209.	The system shall provide facility to take print out of the noting for filing in paper folder as record		
210.	The system shall provide a facility to add new documents in the file by calling native application like Word, Excel etc. from the same interface.		
211.	The system shall provide facility to open multiple documents simultaneously.		
212.	The system shall have a facility to create a paper profile of a document in the file, in case document is not available in electronic form.		
213.	Using workflow feature of a system, user shall be able to route the file.		
214.	The system shall provide a feature to recall a File from		

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	other user		
215.	The system shall provide an interface to search the status of a file in a workflow.		
216.	The system shall provide a facility to track a department where a File is pending.		
217.	The system shall support the case file management		
218.	File view shall provide facility to view all documents inside file, Noting / commenting, Edit file properties		
RTI Management System			
219.	The System shall provide facility to link cross-related documents like Application form and RTI Response and reply sent etc.		
220.	The system should be able to automatically set a deadline and priority for the resolution of RTI request based on the type of RTI request as per the departmental policy and provide option for setting deadlines and priority for exceptional cases.		
221.	The system should have capability to delegate responsibilities to an alternate user in the absence of the assigned user.		
222.	The system should allow the user who reviews the RTI request to assign the task of redressing the RTI to another defined user from a list, and optionally also assign a criticality level.		
223.	The system should have capability to automatically escalate the RTI request to higher authorities on passing of the deadline for the RTI request resolution.		
224.	The system should have the capability to define the workflow for RTI Application, First Appeal and Second Appeal etc.		
225.	The system should have the capability to assign the RTI request to concerned department.		
226.	The system should have capability to set an extended deadline for pending RTI requests based on inputs received from higher authorities.		
227.	The system should have capability to inform the Citizen by Emails that the RTI request has been redressed.		
228.	The system should automatically generate call back lists when RTI request has been responded.		
229.	The system should have the capability to define & generate the RTI Response/Grievance Response Letter in a format from the system itself.		

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230.	<p>The indicative list of reports that shall be supported includes but not limited to:</p> <ul style="list-style-type: none"> • Root cause analysis of most frequent queries/RTI request • Analysis of RTI request with longest turnaround time • Reports to provide evidence of SLAs • Average time in queue for each type of service. • Maximum time in queue for each type of service. • Average and total queuing time 		
Parliamentary Query Processing			
231.	The system should have capability to allow the personnel to assign selected query to the department staff from a list and different query to different users.		
232.	The system should have capability to alert the department officials through email, dashboard alerts, and automated SMS messages with reminders on deadlines for query response before the due date.		
233.	The system should have capability to record/update/close the status of Legislative Question. Should be able to maintain an audit trail.		
234.	The system should have capability to reopen a query which was inappropriately addressed and closed.		
235.	System should be able to present the data analytics in graphical format such as Bar graphs, pie charts, line graphs etc based on user requirements.		
236.	The system should have the capability to define & generate the Parliamentary Questionnaire Response Letter in a format from the system itself.		
Meeting Management Solution			
237.	The system should have the capability to constitute the committee with its members and convener details.		
238.	The system should have the capability to capture various details of the committee such as term of reference, tenure, committee members etc.		
239.	The system should have the capability to define the role of each committee members.		
240.	The system should have the capability to define the committee members from the internal departments as well as external users along with required details.		
241.	The system should have the capability to define the message template for sending the notification to respective		

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	committee members.		
242.	The system should have the capability to create and saving the templates for different type of notification messages.		
243.	The system should have the capability to define the approval process for committee constituted.		
244.	The system should have the capability of User Inbox where committee members/approvers can view the pending request for approval.		
245.	The system should have the capability to attach the required documents with various committees constituted.		
246.	The system should have the capability to circulate the Office Memoranda with the respective committee members/stake holders having details about the committee.		
247.	The system should have the capability to define the Board meeting details such as Agenda, date, time, venue, priority etc along with the required documents.		
248.	The system should have option of uploading the signed agenda by using scanning utility. Ability to support all file formats for uploading.		
249.	The system should have the capability for Digital Signing and Uploading of Agenda.		
250.	The system should have capability of Indexing of Agenda.		
251.	The system should have the ability to imply restriction on particular users/users of a particular group/users of different scales/users of different Departments, what they can view.		
252.	The system should have the capability to link the members with meeting from the list of pre-approved committees.		
253.	The system should have the capability to define the approval workflow for Meeting scheduled. Should have maker checker concept.		
254.	The system should have the capability to define the Meeting invitation templates for sending the notifications to all the committee members.		
255.	The system should have option of scheduling Meeting, Calendar, Schedule for approval, notice /invitation to Meeting, uploading minutes, etc.		
256.	The system should provide the calendar view having details about the meeting schedule.		
257.	The system should have the ability for scheduling recurring meetings and capturing the recurrence pattern.		

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258.	The system should have the ability to enable its members to download agenda-wise or Volume-wise.		
259.	The system should provide the capability to submit the response about their availability for the meeting scheduled.		
260.	The system should have the capability wherein convener can define the deadline of submitting the response of member's availability.		
261.	The system should have dynamic navigation and annotation tools where the Member/s can add and view paper comment & have the option to restrict its view to only designated member/s.		
262.	The system should have the ability to send alerts for new messages, pending approvals of agenda by circulation, minutes etc.		
263.	The system should have the capability to capture the Minutes of Meeting.		
264.	The system should have the capability for Marking Attendance through system.		
265.	The system should have the capability to assign the actionable to the respective members.		
266.	The system should provide the capability to define the deadlines of submitting the response for defined actionable.		
267.	The system should have the ability to send Reminders before follow-up meetings to audience, asking them to update MOM & Action items. Reminder dates should be defined by logic. Reminders to be triggered for closure of Action items too.		
268.	The system should have the ability to track the actionable items.		
269.	The system should have the provision for approving/ rejecting the actionable items assigned to users.		
270.	The system should provide the capability to designing the template for circulating the Minutes of Meeting (MOM).		
271.	The system should provide the capability to send the MOM notification through email.		
272.	The system should provide the capability to track the actionable assigned to the respective committee members.		
273.	The system should have the ability to capture and provide Audit trails for each action performed onto the system.		

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Annexure 'H' - Commercial Bid Covering Letter
[To be submitted along with Commercial Bid]

Date:

The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Commercial Bid - Implementation of Document Management System at NHB

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Date], and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., [Insert date].

Yours faithfully,

For

Signature

Name

Address

(Authorised Signatory)

RFP for Implementation of Document Management System at NHB

Annexure 'I'- Commercial Bid Format [To be submitted along with Commercial Bid]

The structure of the Bidder's commercial response to this tender must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercials quoted in the commercial bid are valid for six months from the date of opening of commercial bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Implementation of Document Management System at NHB

I. Present Requirement (Weightage 90%)

A. Cost of License

Table 1

S.No.	Description*	Make & Model	Type of license (named user/core/concurrent)	Qty	Unit Rate	Taxes	Total
				(I)	(II)	(III)	(IV=IxII+III)
1.	Application Software Licenses (as per scope of work)						
2.	Database Licenses (as per scope of work)			To be specified by bidder			
3.	Middleware Licenses (as per scope of work)			To be specified by bidder			
4.	Additional Modules (if any)			To be specified by bidder			
Total Licensing Cost [A]							

- Bidder must mention separate line items for all the software license components individually like Digitization (OCR, Scanning etc.), Document Management, Workflow, RTI management, Meeting Management, Mobility, Web server, Application server, Database Server, 3rd party tools etc.

B. Implementation

Table 2

S.No.	Description	Unit Rate	Taxes	Total
		(I)	(II)	(III=I+II)
1.	Study, development, Integration and customization effort for Implementation of DMS and other modules (as per the scope of work) including On-Boarding and digitization of 2 Pilot Departments with at least 10,000 pages each and Training.			
Total Implementation Cost [B]				

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C. ATS Charges

Table 3

S.No.	Description	Unit Rate	Taxes	Total
		(I)	(II)	(III=I+II)
1.	ATS Charges for 2 nd year			
2.	ATS Charges for 3 rd year			
3.	ATS Charges for 4 th year			
4.	ATS Charges for 5 th year			
Total ATS Support Charges [C]				

D. Onsite Resource

Table 4

S.No.	Description	Unit Rate	Taxes	Total
		(I)	(II)	(III=I+II)
1.	Cost of Onsite Resource [D]			

- The vendor will make services of onsite resources (having Bachelor's qualification and at least 3yrs of relevant experience) available onsite after sign-off of the solution for administration of the solution, development of additional workflow solutions, integration with legacy applications, customization, coordination with other stakeholders as per requirement of the Bank.
- In case of requirement of the Bank, the vendor shall continue to extend above services of onsite resource anytime during the contract period at the same commercial rate.
- The Bank reserves the right to hire additional resource of similar profile during the contract period at the same commercial rate and the vendor will be required to arrange for the same in case of requirement of the Bank.
- Payment will be made proportionately on actual number of person-months utilized.

Total Cost of Present Requirements [X]

Table 5

S.No.	Description	Total Cost (excl. taxes)	Applicable Taxes	Total Cost Incl. Taxes
1.	Total Licensing Cost [A]			
2.	Total Implementation Cost [B]			
3.	Total ATS Charges [C]			
4.	Cost of Onsite Resource [D]			
Total [X = A+B+C+D]				

II. Future/Optional Requirements (Weightage 10%)

E. Cost of Digitization

Table 6

S.No.	Description	Unit Rate	Taxes	Total
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		(I)	(II)	(III=I+II)
1.	Cost of Digitization per 5000 pages and implementation in DMS [E]			

- The vendor shall provide necessary support and services for digitization of additional departments/offices of the Bank, as and when required by the Bank at the rate quoted above. The cost will remain same during the period of contract.

F. Additional Training

Table 7

S.No.	Description	Unit Rate	Taxes	Total
		(I)	(II)	(III=I+II)
1.	Training Cost [F]			

- Bidder will extend additional training services, if required by the Bank, anytime during the contract period at the unit rate mentioned above for training. Bank will make additional payment at the unit rate quoted by the bidder and finalized in the contract for additional trainings beyond the scope of this tender.

G. Cost for DR Setup, Installation and Commissioning

Table 8

S.No.	Description	Unit Rate	Taxes	Total
		(I)	(II)	(III=I+II)
1.	Installation and commissioning of DR setup at Bank's DR Site at Navi Mumbai [G]			

H. Additional User Licenses

Table 9

S.No.	Description	Pack	Unit Rate	Taxes	Total
			(I)	(II)	(III=I+II)
1.	Additional User Licenses along with implementation cost [H]	25 users			

Total Cost of Future/Optional Requirements [Y]

Table 10

S.No.	Description	Total Cost (excl. taxes)	Applicable Taxes	Total Cost (incl. taxes)
1.	Cost of Digitization per 5000 pages and implementation in DMS [E]			
2.	Additional Training Cost [F]			

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3.	Installation and commissioning of DR setup at Bank's DR Site at Navi Mumbai [G]			
4.	Additional User Licenses along with implementation cost [H]			
Total [Y= E+F+G+H]				

Total Cost of Ownership (TCO)

Table 11

S.No.	Description	Total Cost (excl. taxes)	Applicable Taxes	Total Cost (incl. taxes)
1.	Total Cost of Present Requirements [X]			
2.	Total Cost of Future/Optional Requirements [Y]			
Total Cost of Ownership during 5-year period [X+Y]				
Total Cost in Words				

Total Cost for Commercial Evaluation

Table 12

S.No.	Description	Total Cost (excl. taxes)	Applicable Taxes	Total Cost Incl. Taxes
1.	Total Cost of Present Requirements [X] * 90%			
2.	Total Cost of Future/Optional Requirements [Y] * 10%			
Total for Commercial Evaluation [Z=X*90%+Y*10%]				
Total Cost in Words				

Total Cost of Ownership

S.No	Item Description	Total Value (In INR)	Total Value in words
1.	Total Cost of Ownership during 5-year period of contract [X+Y] (Table 11)		

Commercial Evaluation

Total value be considered for Commercial Evaluation:

S.No	Item Description	Total Value (In INR)	Total Value in words

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1.	Total Value for Commercial evaluation. [Z] (Table 12)		
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Note: This value (Z) will be used to arrive at lowest bidder for further evaluation as per terms of RFP

Authorized Signatories

(Name & Designation, seal of the company)

Date

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Annexure 'J'- Manufacturer Authorization Format (Software)
[To be submitted along with Technical Bid]

Manufacturer Authorization Format
(To be submitted on OEM's letterhead for each licensed software component)

Ref:

Date:

To
The General Manager
IT Department
National Housing Bank
New Delhi

Dear Sir,

Sub: Manufacturer Authorization (DMS Solution)

Ref:

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <software details> do hereby authorize M/s_____ (Name and address of the Authorized Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full warranty as per terms and conditions of the tender and the contract for the solution, products and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades.

We also confirm that we will ensure all product upgrades (including software upgrades and new product feature releases) are provided by M/s during the product warranty and ATS/subscription period for all the software products quoted for and supplied to the bank.

We also undertake that in case of failure in implementation of the DMS Solution as per scope mentioned in the RfP by the <Bidder Name>, we will take ownership to implement the solution either ourselves or through our other authorized partner as per scope of the RfP. We will provide back-to-back support throughout the contract period w.r.t. to all the items listed below.

S. No.	Name of Software Components

RFP for Implementation of Document Management System at NHB

<OEM Name>
<Authorised Signatory>

Name:
Designation:

Note:

- 1) This letter of authority should be on the letterhead of the OEM of the software and should be signed by a person competent and having the power of attorney to bind the OEM. It should be included by the bidder in its bid.
- 2) Bidder has to submit MAF for all the licensed software components separately, if they are not from the same OEM.

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Annexure 'K' - Infrastructure Details [To be submitted along with Technical Bid]

A. Software License Components

Bidder has to furnish details of licenses for all software components being proposed for implementation of the solution in all the environments (DC, DR & UAT / Development). Information may be furnished as per following format:

Sl. No.	Name of Software License Components	License Type (Named-user / Concurrent)	Qty	Remarks, if any
1				
2				
3				
....				

Note: Additional rows/columns may be added for furnishing information based on requirement.

B. Hardware

Bidder has to furnish all hardware details & specifications in the following format required for implementation of the solution at all the three environments (DC & UAT/Development).

Item	Production Server	UAT/Development Server	Other servers (specify)
Quantity			
Processor type			
Number of processors			
Speed of processors			
RAM			
Storage			
Operating system			
Does it support Virtual Machine setup			
Other (please specify)			

Note: Additional rows/columns may be added for furnishing information based on requirement.

RFP for Implementation of Document Management System at NHB

Annexure 'L'- ECS Mandate Form

[To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank _____

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book) _____

F. Account Type (SB, Current, etc.) _____

G. MICR No. _____

H. IFSC Code of the bank branch (to be obtained from the respective branch) _____

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

RFP for Implementation of Document Management System at NHB

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

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Annexure 'M'- Letter of Competence Format
[To be submitted along with Technical Bid]

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we **[Insert name of Bidder]**, Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Implementation of Document Management System at NHB

Annexure 'N'- Format of Bank Guarantee

[To be submitted along with Technical Bid]

(To be executed on a non-judicial stamp paper)

To

National Housing Bank

_____ /

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated..... ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Consultant having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____ / ____% of the value of the Contract if any, to NHB amounting to _____ (in words) in the form of a bank guarantee,

, we, _____ (Name) _____ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

RFP for Implementation of Document Management System at NHB

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Consultant's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);

(b) this bank guarantee shall be valid up to _____; and

(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

RFP for Implementation of Document Management System at NHB

Annexure 'O'- Service Level Agreement [To be submitted along with Technical Bid]

(To be executed on a non- judicial stamp paper)
Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the Agreement") is made on this _____ day of the month of _____, 2021, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "NHB"), which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "Vendor"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Vendor are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the Vendor for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "RFP (attached hereto as Appendix- I).
- (B) The Vendor has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("LoA") (attached hereto as Appendix- II) has been issued by NHB to the Vendor;
- (C) The Vendor has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Vendor have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

RFP for Implementation of Document Management System at NHB

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Vendor as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Vendor as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Vendor.

1.2 Principles of Interpretation

In this Agreement, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;

RFP for Implementation of Document Management System at NHB

- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Vendor.

1.3 Purpose

1.3.1 It is hereby agreed that the Vendor shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make _____.

1.3.2 Performance of the Scope of Work

The Vendor shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed timelines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ ("Term") starting from _____ by the Vendor unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Vendor shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Vendor. The Vendor, subject to this Agreement, has complete charge of personnel to be engaged by the Vendor for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

RFP for Implementation of Document Management System at NHB

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:
Attention: _____
Fax: _____

For the Vendor:
Attention: _____
Fax: _____

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

1.9 Authority of Vendor

RFP for Implementation of Document Management System at NHB

The Vendor hereby authorize _____ to act on their behalf in exercising the entire Vendor's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

1.10 Taxes and Duties

The Vendor and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Vendor.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Vendor i.e. w.e.f.

2.2 Commencement of Services

The Vendor shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been

RFP for Implementation of Document Management System at NHB

obtained, pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause

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of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

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

2.6.5 Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Vendor, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;

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- (b) If the Vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false;
- (e) If, as a result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/its personnel are found to be involved in any fraudulent or criminal act;
-
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

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Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE VENDOR

3.1 Standard of Performance

The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Vendor shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Vendor comply with the Applicable Law.

3.3 Conflict of Interest

The Vendor shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Vendor Not to Benefit from Commissions/Discounts etc.

The payment of the Vendor by NHB shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Vendor and Affiliates not to be otherwise interested in /benefited from the Project

The Vendor agrees that, during the term of this Contract and after its termination, the Vendor shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other

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than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Vendor and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Vendor and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Vendor and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Vendor and NHB, if required.

3.8 Insurance to be taken out by the Vendor

The Vendor shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Vendor or their staff on the assignment

3.9 Liability of the Vendor

The Vendor shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Vendor in such performance, subject to the following limitations:

- (a) The Vendor shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Vendor and its Personnel; and
- (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Vendor had no control.

3.10 Indemnification of NHB by the Vendor

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The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to **One times** of the total contract value.
- (ii) The Vendor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Vendor's Actions Requiring Owner's Prior Approval

The Vendor shall not enter into a subcontract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Vendor can hire the services of Personnel to carry out any part of the services. The Vendor shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Vendor shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

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3.14 Documents prepared by the Vendor to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Vendor in performing the Services shall become and remain the property of NHB, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Vendor may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Vendor's Personnel

The Vendor shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Vendor will do its utmost to ensure that the personnel identified by the Vendor to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Vendor, the Vendor will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Vendor shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Vendor.

The Vendor shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Vendor under this Agreement. The Vendor agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Vendor for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.

3.16 Non-Compete

The Vendor will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Vendor will inform NHB immediately about any change in its ownership or its constitution.

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The Vendor will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Vendor and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Vendor for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Vendor under this Agreement, NHB shall make to the Vendor such payments and in such manner as specified in the RFP and/or the LoA.

The Vendor shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Vendor as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Vendor under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

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

6.0 UNDERTAKINGS:

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The Vendor hereby further undertakes:

- (i) That the Vendor has gone through all the required/relevant and extant instructions/circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Vendor and it complies/will comply with all such requirements.
- (ii) That the Vendor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Vendor of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Vendor shall not do anything that will be of any conflict of interest to the Vendor while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Vendor and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Vendor has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Vendor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Vendor shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into

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processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Vendor.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Vendor shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____

RFP for Implementation of Document Management System at NHB

Authorized Representative

FOR AND ON BEHALF OF [VENDOR]

By _____
Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

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Annexure 'P'- Confidentiality-Cum-Non Disclosure Agreement
[To be submitted along with Technical Bid]

CONFIDENTIALITY -CUM-NON DISCLOSURE AGREEMENT
(To be executed on a non- judicial stamp paper)

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 2021, by and between;

_____ a incorporated
_____, having its Registered Office at
..... (hereinafter referred to as "the Vendor"), which expression shall include wherever the context so permits, its successors and permitted assigns;
and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Vendor & NHB would be having discussions and negotiations concerning _____ ("Purpose") between them as per the Service Level Agreement dated (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the Disclosing Party" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the Recipient/Receiving Party", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by

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the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the Disclosing Party.

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3. Non -Disclosure of Proprietary Information: For the period during the agreement or its renewal, the Recipient/Receiving Party will:
 - a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
 - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. Limit on Obligations: The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
 - a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. Return of Documents: The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents

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and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. Communications :Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

_____ NATIONAL HOUSING BANK

(Vendor)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Vendor to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Vendor is required for the same. Such report/finding/document delivered/ submitted by the Vendor to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction

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from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

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Annexure 'Q'- Pre Contract Integrity Pact [To be submitted along with Technical Bid]

Pre Contract Integrity Pact (To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "this Integrity Pact") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "Parties" and individually as the "Party")

WHEREAS NHB proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ ("RFP") and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

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 NHB is a statutory body established under the Act of Parliament;

WHEREAS 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:-

- (i) enabling NHB to obtain the desired said stores/equipment/services 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
- (ii) 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 NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

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NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

1.1 NHB undertakes that no official of NHB, 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, organization 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 NHB 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 NHB 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.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB 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 NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

3.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.

3.2 The Bidder represents that it has the expertise to undertake the assignment /contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.

3.3 The Bidder commits itself to take all measures necessary to prevent corrupt

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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:-

- (a) 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 NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder 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 NHB 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 disfavor to any person in relation to the contract or any other contract with the Government.
- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB 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 or any such intercession, facilitation or recommendation.
- (f) 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 NHB 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.
- (g) 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.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB 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.

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- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) 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 NHB or alternatively, if any relative of an officer of NHB has financial interest/ stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (m) 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 NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
 - (i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services) - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-

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consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) Conflict among consulting assignments - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) Relationship with NHB's staff - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal: If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

- 4.1 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

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Bidder's exclusion from the tender process.

4.2 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.

5. Accountability

5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other

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- Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
 - (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
 - (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
 - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. 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

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Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/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 NHB, if the contract has already been concluded.

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
 - (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
 - (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (a) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Lov Verma, IAS (Retd.) (email id: lov_56@yahoo.com) and Shri Hare Krushna Das, IAS (Retd.) (email id: hkdash184@hotmail.com) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to

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all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting 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.

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.

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

The Parties hereto sign this Integrity Pact on the day, month and year and at the place

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mentioned herein below.

<p>For National Housing Bank</p> <p>(Authorised Signatory)</p> <p>Place: Date:</p> <p><u>Witness</u></p> <p>1. _____ _____</p> <p>(Name & Address)</p> <p>2. _____ _____</p> <p>(Name & Address)</p>	<p>For Bidder</p> <p>(Authorised Signatory)</p> <p>Place: Date:</p> <p><u>Witness</u></p> <p>1. _____ _____</p> <p>(Name & Address)</p> <p>2. _____ _____</p> <p>(Name & Address)</p>
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(provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

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Annexure 'R'- Resolution matrix [To be submitted along with Technical Bid]

We declare that we will adhere to following resolution matrix during our service contract period with NHB:

Situation	Expected response of Service Provider
Immediate requirement: <ul style="list-style-type: none">Requirement within a day	1st call response immediate <ul style="list-style-type: none">Our Resources at Your site as soon as possible.Continuous effort on a 24x7 basisEscalation to OEM/Solution provider, if requiredNotification of Our Senior Executives
Critical requirement <ul style="list-style-type: none">Requirement within 1-3 days	1st call response within 4 hours <ul style="list-style-type: none">Our Resources at Your site as required.Continuous effort on a 24x7 basisNotification of Our Senior ManagersEscalation to OEM/Solution provider, if required
Moderate business impact: <ul style="list-style-type: none">Requirement within 3-5 days	1st call response in 2 hours or less <ul style="list-style-type: none">Effort during Business HoursEscalation to OEM/Solution provider, if required

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'S' - Undertaking by Bidder
[To be submitted along with Technical Bid]

The Bidder should give the following Undertaking/certificate on its letterhead

CERTIFICATE

I have read the Clause 3.41 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'T' - Bid Security Declaration
[To be submitted along with Technical Bid]

The Bidder should give the following Undertaking/certificate on its letterhead

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

I / We, the authorized signatory of M/s ,
participating in the subject tender No for the item / job of
..... , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract(s) of National Housing Bank for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name

End of RFP