



BANK OF SOUTH SUDAN

**REQUEST FOR PROPOSAL
FOR SUPPLY AND
IMPLEMENTATION OF
ENTERPRISE RESOURCE
PLANNING SOLUTION (ERP)**

Ref: BSS/ERP/RFP/001/2021/2022

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Disclaimer

The Terms and Information contained in this document is Confidential in nature and Proprietary to The Bank of South Sudan, South Sudan, hereafter referred to as 'BSS' or 'The Bank'. This document is to be used only by the potential Bidder(s), for the purpose of responding to this RFP. The contents of this document may not be copied, distributed or used either partly or fully for purposes other than the intended use of responding to this RFP. Such copying or distributing is strictly prohibited and shall amount to copyright violation and shall be punishable accordingly.

It shall be the sole responsibility of the potential Bidder(s) to examine this RFP and fulfill all necessary pre-qualification criteria mentioned in this document and submit the responses along with all necessary documents mentioned. Though this document is prepared with due care, BSS will not be held responsible for any inaccurate or insufficient information if found provided in this document. However it shall be the potential Bidder's responsibility to seek any additional information that may be required to respond to this RFP. BSS reserves the right to provide such additional information at its sole discretion.

The ERP Project Manager
Bank of South Sudan

Section 1

Tender Notice

1 Tender Notice

The Bank of South Sudan (BSS), having its HEAD OFFICE at Juba, South Sudan invites responses to this Request for Proposal (RFP) from invited Bidders for supply and implementation of Enterprise Resource Planning Solution (ERP) along with other services in its Head Office and Branches. Presently BSS is operating from 4 Branches and Head Office.

The purpose of this RFP is to invite techno -commercial bids from firms for the scope of services as outlined in this document.

The 'Request for Proposal' (RFP) document is being issued to the Bidders who wish to offer the proposed comprehensive solution. The Vendor, after the successful selection, will be the single point of contact for BSS and will be entirely responsible for implementation of the proposed ERP as detailed in this RFP document as well as post implementation support pertaining to all components of the proposed comprehensive solution. The proposed Solution will be deployed in the OWNERSHIP MODEL (Outright Purchase).

A total contract will be executed for provision of the entire services, as detailed in [Appendix-9](#) of this RFP. **It shall be the responsibility of the bidder to provide software and services** to meet the Service Level Agreement (SLA) specifications as per the project schedule. It shall be the responsibility of the Vendor to rollout ERP in the HO and Branches of BSS. The project is expected to commence from October, 2021 and expected to be completed by December, 2022.

This RFP is not an offer by BSS, but an invitation to receive Bidder response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of BSS and the Vendor.

- **This tender document and Invitation to Tender is not transferable.**
- The response to this tender should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for all the items asked for in this tender.
- The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by BSS. BSS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- BSS reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.

1.1 Activity Schedule

Schedule of Bid Collection and Submission:

Bid Reference number	BSS/ERP/RFP/OO1/2021-22
Date of tender document	21/06/2021
Last date for submission of queries/clarifications	12/07/2021 up to 4.00 pm
Last Date and Time for submission of Tender	12/07/2021 up to 4.00 pm
Time and Date of Opening of Technical bids	19/07/2021 at 10.30 am
Time and Date of Opening of Commercial bids	Will be informed to the technically short listed Bidders.
Place for submission of bids and opening of Bids	Head Office The Bank of South Sudan, Juba
Contact Person and contact E-mail ID	Director for Support Services, Bank of South Sudan., Head Office, Juba, South Sudan. Gan.Bwogo@bosshq.org

All times are in the time zone of the country of the Contracting Authority

Bids must be delivered to the address given above on or before the timeline mentioned above. **Late Bids will not be accepted.** The bid consists of two parts viz. Part I -Technical Bid and Part II- Commercial Bid.

Bidders Responses to this RFP will be opened on the above -specified date, time and place. Technical Specifications, Terms and Conditions and various formats and Performa for submitting the tender offer are described in this RFP document and its Appendices. The clarifications / interpretations given by BSS will be final.

The offer submitted and the price quoted therein shall be valid for 6 months from the last date for submission of offer (bid) and for such further period as may be requested for by BSS, and agreed to in writing by the bidder.

The marked price offer should be enclosed to technical offer. This table should not contain any price information in the technical offer.

Under no circumstances the commercial bid should be kept in technical bid cover. The placement of commercial bid in technical bid cover will make the bid liable for rejection.

1.2 Pre-Bid Queries

- 1.2.1 Invited Bidders can send their queries in writing through e-mail so as to reach BSS before the date mentioned above in 1.1. For easier follow-up, the queries shall contain the Page number, Section of RFP and Line numbers as references.
- 1.2.2 BSS shall clarify the queries before the bid submission date and no individual correspondence shall be made.
- 1.2.3 BSS will not consider any other queries raised by the bidder after the pre-bid query deadline as specified above.

The Pre-Bid queries may be sent in the format mentioned below:

S/No	Section and Clause of the RFP	Page No	Line No. (If applicable)	Clause as stated in the RFP	Query	Response to query (to be left blank by the Bidder)
1						
2						

1.3 Amendments to bidding Documents

At any time prior to the last Date and Time for submission of bids, BSS may, for any reason, modify the terms & conditions, functional requirements etc of the Bidding Document in the form of addendum/or by amendments at the sole discretion of the Bank. All amendments/addendums will be intimated to the Bidders who received the RFP from the Bank and bidders are requested to comply with the same.

1.4 Communication with the Bidders

BSS may in its absolute discretion seeks, but under no obligation to seek, additional information or material from any Respondent(s) after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. BSS may in its sole and absolute discretion engages in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

1.5 RFP & Proposal Ownership

The RFP and all supporting documentation/templates are the sole property of BSS and should NOT be redistributed without the prior written consent of BSS. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of BSS.

Section 2

Introduction - BSS

2 Introduction - Bank of South Sudan (BSS)

The **Bank of South Sudan** (BSS) is the central bank of the Republic of South Sudan, Established in July 2011. The bank is fully owned by the Government of South Sudan.

Location

The bank maintains its headquarters in the city of Juba, the capital of South Sudan, with branches in the towns of Wau, Yei, Malakal and Rumbek.

Organization and Governance

The Bank of South Sudan is the central bank of the Republic of South Sudan. It is headed by the Governor of the Bank of South Sudan. The Bank is the only institution that is constitutionally mandated to issue the South Sudanese pound.

Duties

The main functions of the Bank of South Sudan are:

1. To function as the central bank of South Sudan.
2. To establish and supervise conventional banking services in South Sudan including issuing licenses to financial institutions according to rules and regulations issued by the Board of Directors.
3. The management of the bank is under the Governor of the Bank of South Sudan, manages the conventional banking system in South Sudan according to prevailing rules, regulation and policies.
4. To act as the bank to the Government of South Sudan, as an adviser and agent thereof in monetary and financial affairs.
5. In the discharge of the duties, responsibilities and mandates thereby required and imposed upon it, to exercise the power and supervisory authority so conferred, in a manner consistent with the ordinances and regulations stipulated in the laws that govern the bank.

The Bank of South Sudan shall be in charge of supervising and regulating commercial banks in South Sudan.

The Bank of South Sudan wishes to implement software that will support the non-banking functions performed by its staff, namely an Enterprise Resource Planning (ERP) Application.

2.1 Existing Application Environment

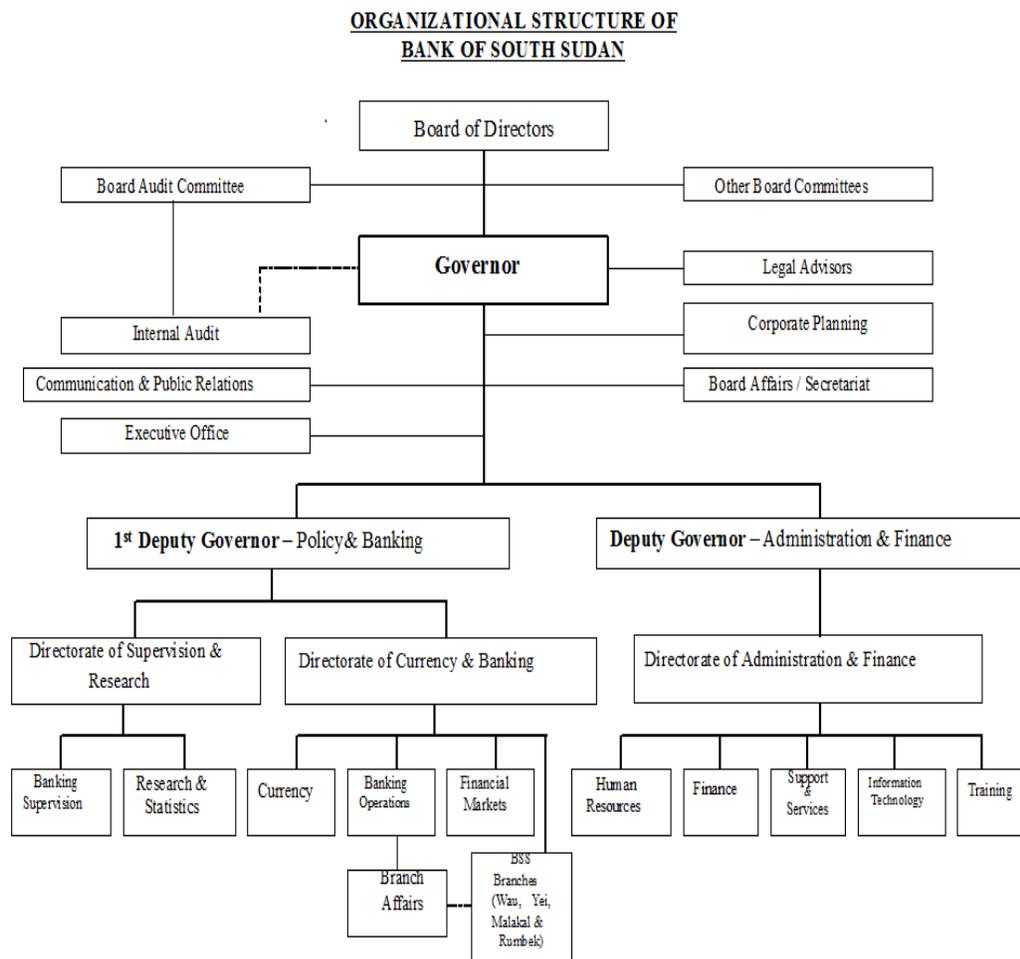
BSS at present uses the CBS product 'SYMBOLS' in the Branches and Head Office to

carry out their Banking Functions. However, *for back office and non-banking activities, Spreadsheets are being used along with paper based data.*

Hardware Sizing

The hardware and networking requirement shall be planned by the Vendor.

The Bidder is expected to provide the detailed configurations of the hardware, networking equipment and other peripherals requirement at the HO & Branch level.



Section 3

Proposal response Guidelines

3 Proposal Response Guidelines

3.1 Scope of RFP

This document constitutes a formal Request for Proposal (RFP) for the supply, installation, implementation; and managing of Application Software; for all the branches and HO of BSS, for the functional requirements given in this RFP, during the Contract Term as specified in this RFP.

BSS expressly stipulates that the Bidder's selection under this RFP is on the express understanding that this RFP contains the core requirements of Enterprise Resource Planning Solution along with provision of suitable interfaces to the Core solution wherever applicable. However apart from the list of deliverables mentioned in this RFP, the selected vendor is required to study the GAPS in each of the functional areas and provide the solution for the same.

The Vendor shall be responsible for providing customization, parameterization and implementation. The Vendor shall also be responsible for providing data capturing tool with necessary data validations to enter the data into the proposed application, if BSS decides to have historical information. The Vendor has to carry out data validation to the satisfaction of the concerned department to ensure that the data held in the legacy system or manual environment and that captured into the proposed ERP system are consistent, accurate and comprehensive.

The Vendor should provide the following services along with fulfilling the functional requirements mentioned in [Appendix - 9](#) of this RFP:

a. Components & Services:

1. Setting up of Centralised Server (preferably at BSS - HO).
2. Providing ERP Application Software and all related tools.
3. Providing Minimum configurations for Computer Hardware, Networking equipments, Peripherals details and Operating System requirements (Server and Clients).
4. Providing Database Management Services (DBMS) till implementations are over.
5. Providing suggested Network design and preferred architecture.

b. Operations & Management

1. Entire ERP supply and Implementation.
2. Parameter changes.

3. Patch management for Application Software.
4. Database Administrator operations (until sign-off) including Data backup as per the policy of BSS.
5. Performance Measurements.

c. Project Management

1. Feasibility Study.
2. Gap Analysis.
3. Drawing up implementation strategy.
4. Implementation management.
5. Assist the Bank to complete the UAT with test cases.
6. Hand holding and support.
7. Training to Core Team, IT staff and users, Train the Trainers (3T), Executives etc.

d. Design

1. Network Architecture.
2. Database.
3. Reporting and MIS
4. Sizing of Hardware

3.2 Intent of RFP

1. It is the intent of this RFP to present the Application and other requirements for the areas mentioned under scope above along with the functional requirements mentioned in **Appendix - 9** of this RFP. The response to this RFP shall include all required constituents for Software, Hardware and Networking equipment requirements etc. All the functional requirements as detailed in **Appendix - 9** are MANDATORY AND SHOULD BE AVAILABLE AS STANDARD PRODUCT either from the date of pilot location or should be customisable to the satisfaction of BSS within 2 MONTHS from the date of first pilot location going live.
2. The bidder submitting the proposal will be responsible for the entire implementation on a turnkey basis and will be the single point of contact for BSS. Accordingly, BSS will enter into an Agreement with the selected Vendor.
3. Bidders should submit the Technical and Financial Proposals for all components of the RFP requirement. Bids not fulfilling this condition will not be taken up for evaluation.
4. The bidder should have the capability to execute the work with respect to

personnel, equipment, and Managing IT enabled Services. The bidder should submit a capability statement citing valid reasons for offering to undertake this project.

3.3 Eligibility Criteria

A bidder should be required to satisfy the following requirements for being eligible for participating in the bidding process for carrying out the project.

1. Only Original Equipment Manufacturers (OEM)/ Product Vendors of Enterprise Resource Planning Solutions are allowed to bid.
2. The proposed Application (ERP) must have been implemented in at least one Central Bank (Preferably in African region), and the application should be running for at least 5 years on the site at the time of submitting the proposal.
3. The proposed integrated products / modules should have post implementation support available for a minimum of 5 years from the date of Sign-off of this contract. A self-declared commitment letter is required from all the parties involved.
4. Participation in tendering is open on equal terms to invited companies from any country subject to the restrictions outlined below:
 - 4.1. Organisations or individuals who are prohibited from participation by any act taken in compliance with a decision of the UN Security Council, or those blacklisted by the "watchdog" committees of the Government of South Sudan, or any international development agency will not be considered.
 - 4.2. These rules apply to: a) bidders b) members of a consortium c) any sub-contractors.
5. To be eligible for participation in this tender procedure, bidders must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

The eligibility will be seen based on the above criteria and responses not meeting the eligibility criteria shall be rejected.

3.4 Proposal Content & Format

The Bidder's proposal is the key parameter for the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the proposal and answers the questionnaires completely. 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.

To secure Bidder information in a form, which ensures that the evaluation criteria can be

systematically applied, all Bidders are requested to complete the Appendices listed in this RFP which is mandatory for this bidding process. For the convenience of the Bidders, a detailed check list is provided as *Appendix - 2*.

Systems requirements:

The functionality requirement is contained in *Appendix 9*. All the modules listed are mandatory and should be provided. Some functionality have been categorised in the functionality requirement document as "Critical" and these critical functionalities shall be offered by the Bidder as standard feature in their proposed solution.

The Bidder should provide a response to the requirements, which could be anyone from the following categories - (a) Available Already (b) Parameterisable (c) Customisable (d) Work around will be provided (e) Not Feasible. Please respond in accordance with the following guidelines.

- Available Already: The solution that will be delivered currently supports this function without further enhancement or the use of either programming or user tools, i.e. included in the base package.
- Parameterisable: The functionality is present but the function would require system level parameterisation, by Bidder's programming staff, without any additional cost to the Bank.
- Customisable: The function would require custom modifications or changes in the source code of the system, by Bidder's programming staff, without any additional cost to the Bank.
- Work around will be provided: Though the functionality is not available directly, an alternative work around solution will be provided as part of the solution proposed. (Please brief the work around solution for the item).
- Not Feasible: The proposed system does not contain this function and the software solution Bidder has no roadmap to provide the same.

The System should be adaptable to incorporate the product / services / features (that are statutory in nature) BSS wants to incorporate within the rules stipulated by them or any other statutory bodies or the Government from time to time. The Bidder should have the capability to incorporate such changes within a period of 60 days or earlier as the case may be, without incorporating any major changes in the Hardware or Networking requirement. Such future requirements being statutory in nature, there shall not be any additional cost to BSS.

Please provide the explanation as applicable, in the remarks column or on a separate page, if necessary, with reference to the requirement number.

Documents Constituting the Bid:

The Bid prepared by the Bidder should comprise the following components:

TECHNICAL BID - Part I - Separate sealed cover with superscriptions as "Technical Bid- For Supply & Implementation of Integrated Enterprise Resource Planning Solution {ERP)".

For any reason commercial bid or any statement indicating price of any component should not be kept in the technical bid cover. If such information is found in technical bid cover, the bid is liable for rejection.

1. Validity period of the bid - 60 days from the last date for submission of the bid.
2. The bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at bidders own risk and may result in the rejection of the proposal.
3. All mandatory formats as specified in Appendix - 2 Check list (Remarked as 'TB') needs to be submitted as per the respective formats.
4. The bidder should submit all the specifications with their compliance level as applicable along with detailed remarks wherever required.
5. Bidder should provide complete solution document which must include following details:
 - Architecture of the solution: This must contain details of how bidder proposes to comply the 'Tender requirement and Technical specifications' as specified in this RFP and detailed implementation methodology.
 - Product Details: Both for Core Application and other integrated applications as listed.
 - Any other details bidder wishes to provide.
6. Compact Disc (CD) containing the soft copy of the contents in 'Technical Bid' should be kept inside the respective envelope and sealed.

The Technical Bid MUST NOT include any details of commercial bid.

COMMERCIAL BID - Part II - Separate sealed cover with superscriptions as "Commercial Bid - For Supply & Implementation of Integrated Enterprise Resource Planning Solution (ERP)",

1. Validity period of the bid - 60 days from the last date for submission of the bid. On Successful selection of Bidder and after negotiations, the commercial terms that will be mentioned in the agreement between BSS and the Vendor will be in force.
2. The price should be quoted in the format as attached as per [Appendix - 7](#) listed in this RFP.
3. All mandatory formats as specified in Appendix -2 Check list (Remarked as 'CB') needs to be submitted as per the respective formats.

4. The price should be firm and not dependent on any variable factors.
5. All taxes and duties payable at the present rates to be mentioned separately and the final price inclusive of all taxes, duties etc., should also be mentioned.
6. All Costs must be expressed in United States Dollars (USD).
7. If there is any deviation to the format, then the commercial bid is liable to be rejected.

These envelopes containing the Part-I and Part-II bids should be placed in another envelope with the superscription "BID for Supply & Implementation of Integrated Enterprise Resource Planning Solution ERP for Bank of South Sudan"

- Any bid document not conforming to anyone of the above terms will be rejected.
- All envelopes must be super-scribed with Name of Bidder with contact number and email.
- The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy as per letter format given in [Appendix 3](#).
- **All the pages of the proposal including appendices and documentary proofs should be numbered and be signed by the authorized signatory. Any interlineations, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.**
- The RFP response documents should be submitted to BSS in duplicate in paper copies and the same should be marked as 'DUPLICATE'.
- **The aforementioned envelopes as indicated above must be addressed to 'The Director - HR' and delivered to the address mentioned in Clause 1.1 of this RFP.**
- Apart from the Hard copies & CDs, every Bidder needs to e-mail the contents the Technical proposal and Commercial proposal in 2 separate ZIP/RAR files protected with 2 different STRONG passwords to the email-id mentioned in table 1.1.
 - After the date & time of technical bid opening, the Bidder shall provide the password for the file containing technical proposal, on request by the Bank.
 - The Bank will communicate the technically qualified bidder(s) and request for the password for the file containing commercial proposal at a later date.

3.5 Response Guidelines

1. Bidders should ensure that their proposals clearly set out all the information requested in the following sections. The proposals should be divided into

numbered sections as specified below.

2. In particular, the management information summary section requested should appear in the initial sections of the proposal.
3. Bidders must provide individual and factual replies to specific questions asked in the appendices. References to sales or any other literature should be avoided even if the literature forms a part of the proposal.
4. Bidders may provide additional technical literature relating to their proposals, but these must be presented in separate appendices. In addition to technical data, Bidders must supply background information about their own company's organisation, size and financials for last 3 years. This information is to be submitted for every Bidder/sub-vendor who is offering a solution/ part of the solution in the proposal. Bidders/sub-vendors must be prepared to demonstrate the software to the satisfaction of BSS before the award of a contract.
5. The Technical Proposal and the Commercial Proposal must consist of all the items as described in Checklist (*Appendix -2*). Any other cost details requested for in any other section of the RFP must be provided along with Commercial Proposal unless specified otherwise.
6. All proposals must be duly stamped and signed by an authorised signatory for the primary Bidder.

Bidders are requested to follow the structure mentioned below while responding to this RFP along with write ups.

Technical proposal

➤ Section 1 – Fulfilling of eligibility criteria

1. Documents as described in Checklist (Appendix - 2) for eligibility.
2. Certificates from Clients and with seal and signature of an authorized official giving customization & implementation experience of the software solution.
3. Certificate(s) from Clients and with seal and signature of an authorized official giving evidence of implementation of ERP application in at least one of the Central Bank.

➤ Section 2 - Management Information Summary

a) Introduction

1. A covering letter as an overall introduction to the proposal must be included.
2. Provide here a summary table of the technical proposal.
3. Please specify the platform, and specific hardware on which your software operates.

4. If the software modules proposed operate in different environments, provide these details for each module.

b) Reference sites

- Please provide the number of implementations of your solution that have been installed along with year wise break-up for last 5 years. Also provide the hardware details, the operating system platform and the database systems for these reference sites.
- Please quote at least one reference sites that may be contacted for a discussion on the system(s) proposed. Give the company's address and telephone number and the name and designation of the person(s) at the site who may be contacted to discuss the proposed systems.

c) Summary of systems proposed

Complete the information as requested in the General Product Information of Appendix for each application software module included in the proposal and attach any related brochures or other marketing materials that would be useful in evaluating the proposed system.

➤ Section 3 - Details of the Proposed Solution

a) Bidder Information

Bidders are requested to provide details about their organisation(s) in this section. The Bidder may present any information they feel is pertinent or necessary which will aid in the determination of the Bidder's ability to serve the needs of BSS. All Bidders should provide the completed Bidder information profile as per *Appendix - 3* in this section.

b) Application software

General Features

This section should include a description of the general features and operational procedures, which are common to all modules, including specifying how screen-handling is controlled.

Operational Requirements and Performance

- An estimate of the standard time required for normal end-of-day processing including backup, and the time required for other periodic processes such as at month-end, quarter-end, year-end, etc and how you propose to fill the gap, if any, in the time lines given in this document;
- The time required for taking back-up of data (to be estimated for 1 year's transaction initially).

Updates and Documentation Provided

This section should be used for describing the documentation, which is supplied with each module, and any provision made for subsequent updating of the documentation and updating of the packages with error amendments and/or enhancements.

Module Synopsis

- A two to three page synopsis of each module should be included, together with sample input forms, screens and output reports.
- Bidder should specify the following for each module proposed:
 - Other modules that are currently integrated with this module.
 - Capability of the product to interface with other products/modules that may be selected.
 - Level of dependence of this module on other modules
 - Integration planned for future releases, including expected date of release.
 - The type of integration available within own modules and with external products (On-line, batch, etc.)
 - If integration is not available between any two modules, and this integration is essential as per the Functional requirements of BSS, any temporary alternative solution the Bidder can propose and the time frame within which this integration shall be provided.
- For each module that does not meet the functional requirements, the proposal must detail how the module is to be amended to do so. The time envisaged to carry out the amendments must be specified.
- If a module is to be procured from a third party, partnership/agreement details for the same are required to be included.

c) Hardware

In this section, the precise configuration of hardware and operating systems software proposed to efficiently process BSS's requirement for the contract period should be provided. In addition to the above the Bidder may include any additional information that could be useful in selecting the hardware equipment.

Separate Configuration listing of Hardware, Network and Communication equipment for HO and Branches may be proposed.

d) Operating Systems Software

Details of the operating system and programming languages used.

e) Security and logging-on Procedures

In this section describe the security features of the ERP software with particular reference to

- Levels of control
- Restriction of individual users to a particular subset of application functions
- How passwords are used to implement security in the system
- The functions and controls available to System Administrator
- Method of logging-on to the system by individual users and the time taken to do so.
- Environmental Requirements for Hardware Equipment

f) Delivery

Overall delivery schedule with delivery lead times for each item of software solution proposed should be detailed in this section.

g) Support

Details of the support that will be given to BSS are to be specified in this section of the proposal. The response to this section must be based on the details requested as per the scope of this RFP. **In** addition, the areas mentioned in the following sub- sections must be covered.

Implementation Support

- What facilities will be provided/used for the testing of the system during pre-installation and post-installation
- What facilities are offered for data capturing prior to installation
- What is the profile of persons who will provide the implementation support (if the implementation will be provided through a local contact, please provide these details with respect to the local contact).
- What are the expected resource requirements from BSS for the implementation of the proposed solution. Please provide the number and profile of people required along with their time commitments.

User Training

- The facilities, support materials and programme including mode of training (standard/ self-paced) provided for training the users in the use of the system
- Arrangements to provide the user training at multiple locations

On-going Support / Software Maintenance

If the applications software are maintained by different organisations, the questions

should be answered for all organisations:

- Who will provide the software maintenance
- Levels of software maintenance offered
- What is the guaranteed response time to fault calls

h) Implementation Plan

1. The proposal submitted should contain a list of what the Bidder regards are the main milestone activities which constitute the implementation of the proposed systems, from finalisation of contract to bringing all proposed branches and HO to ERP-Live. The expected duration of each activity should be shown along with the estimated completion dates for each activity, based on any stated time constraint criteria, such as a date by which a system must be live.
2. The proposal must show, clearly and unambiguously, which activity completion dates are critically dependent on previous activity completion dates being met. The proposed approach the Bidder intends to adopt for systems implementation must be clearly stated.
3. Particular information should be provided regarding
 - Proposed delivery dates and installation timetable for each application module
 - Project controls proposed
 - Expected customisation time, including testing time
 - System testing timelines
 - Responsibility for formulation of test data
 - Responsibility for checking test results
 - Agreement required from BSS before system amendments can be started
 - Proposed method and timing for system set-up
 - Systems sign-off procedures for application package acceptance and
 - Any other items as desired by the Bidder.

➤ Section 4 - Other Documents as specified in Checklist (Appendix - 2)

The Bidder should insert in this section relevant formats and replies to Questionnaire including Functional Requirements Questionnaire.

Commercial Proposal

The Commercial Proposal/Bid should contain the responses in the format provided in this RFP.

3.6 Bidder's Responsibility

In the Response to this proposal, any equipment or software or services marketed and/or supported by other companies or individuals should contain a statement that the Bidder intends to act as the prime Vendor for the delivery, installation and maintenance of the entire project. An authorised corporate official legally capable of binding the Bidder must sign proposals. Though as per this contract (once awarded to the selected Bidder), the prime vendor will be solely responsible for the entire deliverables, an undertaking from all other consortium partners is required for fulfilling the obligations under this RFP and the subsequent contract that will be entered between BSS and the prime vendor.

While submitting the Bid, the Bidder should certify that:

- The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- No attempt by the Bidder to induce any other bidder to submit or not submit a bid to restrict competition.

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with BSS.

Bidder would also certify that he will not use the information or know-how gained in this contract, if awarded, for another organisation whose business activities are similar in part or in whole anywhere in the world without prior written consent of BSS.

3.7 Requests for information

Bidders can send their queries / clarifications required to fulfil the response to this RFP, in writing through e-mail so as to reach BSS before the date mentioned in clause 1.1 of this RFP for a better understanding and to enable BSS provide a detailed response, it is suggested that the Bidder send their queries well in advance.

No queries / communication shall be initiated by the Bidders after the date of opening of Technical Bid until the selection process is completed.

BSS may seek additional information from the Bidders as required for the purpose of Evaluation of this Bidding process. Clause 1.4 of this RFP may be referred for additional information.

3.8 Submission and Acceptance of Bidder Proposals

The proposals needs to be submitted as mentioned in Clause 3.4 of this RFP. Any violation might lead to the rejection of the Bid.

BSS reserves the right to accept or reject any or all bids, to take exception to these RFP specifications or to waive any formalities. Bidder may not be considered for further evaluation, if they fail to fully comply with the specifications of this RFP. BSS is under no obligation to acquire any or all of the items proposed, or to explain why any proposal is accepted or rejected.

All costs incurred by the Bidder in the preparation and presentation of the proposal shall be absorbed entirely by the Bidder. All supporting documentation submitted with this proposal shall become the property of BSS.

3.9 Successful Bidder's deliverable Documents

After successful selection of Vendor as a result of this Bid evaluation and selection process, BSS shall inform the same to the Bidder and call for a detailed discussion / negotiation.

The selected Vendor's deliverables are listed below. Though this is an indicative list of items, a detailed list shall be provided as part of the Agreement that will be entered between BSS and the Vendor.

1. Detailed GAP Analysis Document.
2. Project Approach & Methodology Document.
3. Proposed Application Architecture in detail along with security standards that will be followed.
4. Data capturing & Migration Strategy document which shall contain the GAPs in the existing data, data that need to be captured, Data Entry Tools with necessary validations, etc.,
5. Detailed list of hardware requirement.
6. Detailed SLA.
7. Project deployment details.
8. UAT schedule.
9. Project Timelines and Milestones.

Section 4: Scope of Work

4 Scope of work

4.1 List of Modules under the Scope

Under this section, the broad categories of modules are listed. The module wise functional requirements are listed in Appendix - 9 of this RFP. It will be the responsibility of the Bidder to provide total solution to the technical & functional requirements.

Modules that shall be a part of the Integrated Application (ERP) and to be provided by the bidder are:

Table 4.10a

1.	Human Resources.	ERP
2.	Payroll.	ERP
3.	Personnel Loans Management System.	ERP
4.	Medical Claim Management.	ERP
5.	Retirement Plan Management.	ERP
6.	Procurement Life Cycle.	ERP
7.	Fixed Assets and Grants Management.	ERP
8.	Contracts and Guarantees monitoring system.	ERP
9.	Car and Fuel Management.	ERP
10.	Stock and Inventory Management System.	ERP
11.	Insurance management system.	ERP
12.	Budgeting.	ERP
13.	After services gratuity.	ERP
14.	General.	ERP
15.	Finance (General Ledger).	ERP
16.	<i>Integrated Training Module</i>	ERP
17.	<i>Performance Management System</i>	ERP

However BSS shall have the discretion/option to buy anyone or more of the above optional modules.

If any important functional requirement is inadvertently left out but available in the solutions commonly across the industry, the same should be provided by the vendor without any additional cost to the Bank.

All software to meet the statutory requirements of any regulatory authorities shall have to be provided by the Vendor without any additional cost to the Bank during the contract term.

4.2 Proposed Solution Architecture

1. The Modules shall be deployed in the BSS - Head Office at Juba, South Sudan as a centralized server, and accessible to HO users only.
2. Once the project is completed at the Head Office, access control shall be extended to Branches.
3. The proposed ERP application should be capable of supporting 24/7 operations in real time. However, for accounting and other MIS purposes, there will be a cut off time to indicate change of date. The day-end operations after this cut off time shall be such that it does not in any way hinder or interrupt operations in all delivery channels including branches. Bidder shall submit a separate document clearly indicating End of Day (EOD), Begin of Day (BOD), End of Month (EOM) etc. processes and factors which will ensure 24/7 uninterrupted operations as also the methodology adopted to adhere to the time lines for completion of these activities as prescribed in this RFP.

4.3 Proposed Network Architecture

1. Technical requirements and configurations for Local Area Network shall be suggested by the Bidder.

4.4 Information Security requirements

The Bidder shall submit a comprehensive Information Security Plan covering the requirements that are essential for adequate security of the Information.

4.5 Centralized Application Server

1. The Bidder shall set up the Centralized Application Server at the Bank of south Sudan - Head Office, Juba.
2. Dual redundancies shall be built to handle peak time transactions and users.
3. The Vendor shall have a suitable strategy for recovery of data and application in case of a disaster with necessary procedures for the same in the solution with Recovery Time Objective (RTO) of 180 minutes from the time of declaration of DR and Recovery Point Objective (RPO) of 120 minutes.
4. The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes, estimated number of users, etc.
5. Deploy Software to handle the present and future estimates of volume of data and transactions for at least 5 years and on extended tenure, if any. The vendor shall be

responsible for the required load balancing, performance fine-tuning of application and database, desktop management with applicable security layers.

6. The proposed Hardware at the HO should support the following environments separately:
 - a. Development
 - b. Training
 - c. Testing
 - d. Production (live environment)
7. The Central Server will be an aggregation of the data of all the branches of BSS. Data pertaining to all Departments will reside on the same central server.
8. The Central Server should preferably be a physical single server but in case of it being a cluster of servers, seamless integration must be ensured and these servers must operate logically as a single unit in an on-line real-time mode and data integrity must be ensured in totality.
9. The hardware sized for all the Applications should be redundant & scalable.
10. The Bidder should also present a hardware topology diagram depicting the following:
 - a. Overall hardware architecture
 - b. Hardware requirements including sizing for Application Servers, Database Servers, Storage, Back up Servers, Reporting Servers and Personal Computers
 - c. Operating System and RDBMS requirements
 - d. Network Operating System and monitoring requirements
 - e. Security Systems including required Hardware & Software
11. BSS shall seek clarifications, if required, in case of any ambiguity.
12. In case BSS reject the H/W sizing and Network design, the bidder shall be made non-responsive in technical evaluation.
13. System should be capable of online recovery of failed components while running various scripts/programs etc. in HO operations without re-starting of entire operations.

4.6 Hardware for Branches and HEAD OFFICE:

1. The Hardware for the Branches and HEAD OFFICE, like PCs, network equipments such as Switches, routers, to be procured, implemented and maintained by the BSS. The bidder is, therefore, required to propose the optimum hardware configuration consisting of Operating System Software, Nodes (whether thin clients or regular PCs)

and Printers (regular dot matrix printers for printing Reports, Heavy duty printers for bulk printing of reports etc. and laser printers) etc., required for Branches.

2. Bidder shall specifically mention whether Branch Server is required at each branch.
Though the proposed ERP shall be fully centralized architecture, wherein a Branch server concept should not arise, for the purpose of storing images such as loan documents, customer identity, etc., a higher end PC shall be used for this purpose.
3. However, complete specifications of all the components of the projects should be indicated in a separate statement.

4.7 Facility for SMS reminders

1. Both Push and Pull services shall be available.
2. Pull services shall include balance inquiry of primary and other accounts, inquiry of loan accounts, payroll related, etc.
3. Push services shall include credit / debit alerts, balance alerts, overdue alerts, etc.

4.8 List of Services under the Scope

The Bidder should provide the following services and the respective SLAs are listed in Appendix - 4 of this RFP.

Table 4.10b

S.No	Service	Nature of Service
1	Providing of required Hardware and Network Configuration	One Time
2	ERP Application Supply and Implementation at HO and Branches	One Time
3	Centralized Server set-up at HO	One Time
4	Training	One Time
5	Hand-holding and support	One Time
6	UAT Assistance	One Time
7	Application and Database Support	Ongoing

4.9 Delivery and Documents

1. It is the Bidder's responsibility to deliver all the components at the site within the time frame specified by the bidder in its bid and install and integrate the same within the time frame specified in the bid.
2. The Bidder will promptly install the delivered goods at the designated installation

sites. The Bidder is responsible for installation and configuration of systems at sites.

3. So as to ensure the total integration and functionalities of the system, the Bidder needs to integrate all the hardware/networking components and software modules. The Bidder will be responsible for fault detection and rectification. The Bidder will also be responsible for installation of the application software and drivers on the systems, to ensure that the integrated systems are fully functional.
4. BSS reserves the right to install third party software/hardware or any other products at the same site.
5. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every module of the ERP supplied. The language of the documentation should be English.

4.10 Project Timelines

- a. The project will be deemed to have been completed only when all the solutions and items contracted by BSS are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation and training provided to BSS's employees; as per the requirements of the contract executed between BSS and the bidder.
- b. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to BSS, may constitute a material breach of the Bidder's performance
- c. In the event that BSS is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by BSS. The liability in such an event will be 1.25 times of the cost to be incurred by BSS if the products and services are substituted.
- d. The Bidder represents and acknowledges to BSS that it possesses necessary experience, expertise, ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP.
- e. The Bidder represents that all software modules to be supplied in response to this RFP shall meet the BSS's requirements. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the

deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to BSS. The Bidder also acknowledges that BSS relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of the RFP, BSS expects the Bidder to fulfill all the terms and conditions of the RFP.

1. **Centralized ERP Solution implementation:** The bidder should roll out HO and Branches within 6 months from the date of issue of the Purchase Order or within 6 months from the date of signing of the contract whichever is earlier.
2. **Ongoing Support Services:** BSS expects the bidder to make the Managed Services available simultaneously with the go-live of the HO. However this will be a part of the hand-holding support. Support period shall commence once all locations go-live and the hand-holding support is completed successfully. Bank shall enter into a separate Annual Maintenance Contract (AMe) with the selected Vendor.

Note:

- a) The bidder is expected to provide an Implementation and roll-out plan summary.

4.11 System Acceptance Testing

Prior to go-live of Branches and HO, BSS will evaluate the complete solution. This evaluation period will be determined while drawing up implementation plan. Evaluation will verify the application software operations and effectiveness. The evaluation period will not commence until the Bidder has installed the application software (s) (including mutually agreed custom modifications and parameterizations) at HO. On successful system acceptance testing, the operations shall be moved to live environment.

4.12 Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project of this document are not achieved. In specific, if the system is unable to facilitate the ERP processes supported by various modules, then the implementation will be deemed as incomplete. The Bidder represents that the proposed software solution and its documentation and/or use of the same by BSS shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to BSS shall contain a

complete and accurate description of the software, and shall be prepared and maintained in accordance with the highest industry standards. The Bidder further undertakes to inform and assist BSS for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by BSS for availing services from the Bidder.

5 Terms and Conditions for the Proposal

BSS invite the Bidder's attention to the following terms and conditions which emphasize this RFP and provide a statement of understanding between the interested parties.

5.1 General

BSS expects the bidders to adhere to the terms of this RFP and subsequent clarifications / Addendums issued by BSS and would not like or accept any deviations to the same. If bidders have absolutely genuine issues, only then they should provide their nature of non-compliance to the same. BSS reserves its right to accept or decline such deviations to the RFP terms. BSS may for convenience enter into arrangements, including tripartite Agreements, with third party bidders (part of the alliance, if any) if required. Unless expressly overridden by the specific agreement to be entered into between "BSS and The Vendor", this RFP (Ref: BSS/ERP/RFP/001/2020-21) shall be the governing document for arrangement between BSS and the Vendors.

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

5.2 Definitions

In this RFP and subsequent contract, the following terms shall be interpreted as indicated:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Republic of South Sudan.
- b. "The Bank 'Purchaser "BSS" means The Bank of South Sudan, Juba, The Republic of South Sudan.
- c. "Contract" means the agreement entered into between BSS and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. "Contract Price" means the price payable to the successful bidder under the

Contract for the full and proper performance of its contractual obligations;

- e. "Contract Period" means from the date of acceptance of the offer by the bidder till the project sign-off. Please refer Clause 5.7 (1) for further clarity.
- f. "Goods" means all of the deliverables or other materials including the services which the Vendor should deliver as per this contract;
- g. "Party" means BSS or the Vendor, as the case may be and Parties means both of them.
- h. "Personnel" means persons who are the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- i. "Project Site", where applicable, means the places that were mentioned in the Scope of Work.
- j. "Services" means those services as part of the deliverables of the Vendor covered under the Contract.
- k. "Standards" means the Goods and Services supplied under this Contract shall conform to the standards offered in the bid submitted by the bidder and as specified in the Technical specifications in this RFP.

5.3 Reservations

Description of the envisaged scope is enumerated in this RFP. Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for BSS, after taking into consideration the effort estimated for implementation of the same, the resource and the equipment requirements. BSS expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment.

The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to BSS. BSS will not accept any plea of the Vendor at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP. The bidder must consider that the hardware selection and sizing must be done in a manner that keeps the costs to the minimum possible without compromising the performance and security requirements.

5.4 Benchmarking

BSS is not responsible for any assumptions or judgments made by the bidders

for arriving at any type of sizing or costing. BSS at all times will benchmark the performance of the Bidder to this RFP and the expected service levels as mentioned in this RFP. In the event of any deviations from the requirements, the Bidder must make good the same at no extra costs to BSS, in order to achieve the desired service levels as well as meeting the requirements of this RFP.

5.5 Parameterization and Customization Process

1. After the completion of GAP analysis by the Vendor, all the parameterisation and customisations required in the proposed software, to suit the needs of BSS should be completed within the stipulated time frame as per the SLA and before the UAT process begins.
2. List of all key parameters set by the Vendor shall be reported to BSS before the Pilot implementation.
3. Any changes in the parameters if initiated by BSS shall be through written request from authorised personnel of BSS only. If any parameter change is to be initiated by the Vendor, the same has to be informed to BSS well in advance. Vendor is required to maintain all such change history and report to BSS on monthly quarterly basis.
4. Changing of parameters for the existing setup during the project duration shall be at no extra cost to BSS, whatsoever.
5. The Vendor shall ensure that all the software utilised meets all the functional requirements as given in this RFP and the subsequent Contract to be signed by both the parties. The Vendors shall submit individual time frames, within the mutually accepted overall time frame stipulated as per this RFP, required to change / modify / customise each part of the functional requirements which need such change / modification /customisation.
6. Any customisation done by the Vendor to provide the functionality already mentioned in the functional requirements of the RFP shall be at no extra cost to BSS, whatsoever.
6. All modifications in the software / report design such as, but not limited to, add or delete of one or more fields, computational changes etc or designing freshly a modified report based to meet the statutory obligations of Government ~ authority shall be done at no extra cost to BSS whatsoever.
7. Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, business process reengineering and pilot branch implementation should be included by the Vendor

as Implementation efforts. BSS will not pay the Vendor any additional charges for all such customisations. The Vendor shall take up all such functionality as required by BSS on a priority basis. Till such time the functionality is not provided for by the Vendor as a permanent solution, the Vendor shall suggest an acceptable workaround for the same as a stop-gap arrangement at no extra cost to BSS, whatsoever.

8. The Vendor shall provide all the reports as per the requirements of BSS. The Vendor shall carry out all the customisation related work offsite. BSS shall be a party to the GAP analysis sign-off, User acceptance test, User acceptance test sign-off and Implementation sign-off. The Vendor shall install and commission the software for customisation and User Acceptance Test as per Project Plan to be agreed with BSS. The Vendor shall document and submit to BSS all the testing activities, procedures and results. The Vendor shall provide BSS monthly progress report on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by branch/ HO or Vendor staff. In case of disputes relating to resolution of problem relating to any site, the Vendor is required to send the copy of call report pertaining to each visit of each of the engineer to the said site indicating the purpose of call, when called, when visited, when problem was resolved, how resolved, etc.

In case any additional functionality/new functionality in the software, which is not part of the functional requirements as given in this Contract or GAP analysis report, is requested by BSS subsequently anytime during the contract period, the same shall be dealt with as follows:

- a) BSS shall send a change request and the vendor shall submit his complete proposal within a maximum of 2 weeks which shall, inter alia, include time required and one-time cost as a consolidated amount which shall include all expenses for undertaking the requirements in the change request.
- b) The vendor shall inform the delivery time within which the required customisations shall be carried out, delivered, tested and put on production.
- c) For the purpose of arrival of one time customisation cost, the vendor shall propose the applicable rate which shall be at par with the market rates at that point of time and bank shall take all due diligence for the approval of such cost. The vendor may provide the present Man-day costs for customisation while submitting the responses.
- d) Payment shall be released on moving the new functionality to production

successfully.

- e) Such modifications need to be tested and accepted by BSS. Thereafter, technical support shall be provided as part of the contract.
- f) NO AMC on the cost of customisation charges shall be payable.

5.6 Testing

It shall be the responsibility of the Vendor to full-fill the following requirements in Testing:

- a) Assisting the Bank to conduct successful "User Acceptance Test" (UAT) for the purpose of ensuring that all the functionality requested by them are available and functioning accurately.
- b) Providing Test Cases and preparing test data base for enabling the bank users.
- c) Setting up a test environment at the HO level to accommodate a minimum of 10 concurrent users to support simultaneous testing and installation of the applications including the parameters & customizations as per Bank's requirement and uploading live data of a sample month in the test server.
- d) Assisting the Bank in conducting all the tests and analyzing /comparing the results. Vendor shall provide required resources conversant in all business areas, for trouble-shooting during the entire UAT process.
- e) Establishing connectivity to test server at HO for the purpose of testing.
- f) Fulfilling all requirements for the test environment like storage, computing environment etc.
- g) Rectifying all bugs, programming errors, customization deficiencies etc. observed during the UAT before going live.
- h) Maintaining appropriate program change control and version control for all the modifications / enhancements carried out during the implementation /testing phase.

5.7 Ownership, Grant and Delivery

1. The Software usage license shall rest with the BSS. However, the Bidder shall procure and provide a non-exclusive, non-transferable, perpetual right to BSS for all the software to be provided as a part of this project. BSS can use the software at any of their branches and locations, HEAD OFFICE without restriction.
2. The license shall specifically include right as under:
 - to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of BSS;

- to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by BSS;
 - to use the technical Training Materials for purposes of supporting Users;
 - to copy the Software that operates on server systems to support the maximum number of Users;
 - to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes;
 - to copy the Program Documentation to support its Users;
 - to work with other Application Software packages at BSS as interface;
and
3. The Bidder shall ensure that the proposed ERP solution does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts BSS's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to BSS,
 - obtain a license so that BSS may continue use of the equipment in accordance with the terms of this RFP and the licence agreement; or
 - modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
 - replace the equipment with a compatible, functionally equivalent and non-infringing product.
 4. Bidder should guarantee that the software and allied components used to service BSS are licensed and legal. All software must be supplied with their original and complete printed documentation.
 5. The Bidder is responsible for the continuous delivery of service as per SLA during the contract period irrespective of withdrawal of support by Software / Hardware / Components Vendor(s) or Other Service Providers or other consortium partners, due to reasons including (but not limited to) version upgrade, platform upgrade / change, etc.,

5.8 Term of the Contract

1. The Contract shall commence from the date of signing of Agreement by the parties. The Contract shall be valid till the date of sign-off / go-live of the HO whichever is later.
2. BSS, at its sole discretion, may decide to continue to use one or more of the services after the expiry of contract period.

5.9 Contract Amendment

No variation in or modification of the term of the contract shall be made except by written amendment signed by the parties.

5.10 Commercial Terms & Conditions

All Payments will be made to the Vendor in United States Dollars only.

1. Bidder must accept the payment terms proposed by BSS.
2. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by BSS.
3. BSS shall have the right to withhold any payment due to the Vendor, in case of delays or defaults on the part of the Vendor.
4. Such withholding of payment shall not amount to a default on the part of BSS.
5. BSS shall be paying 90% of the fixed milestone based payments as proposed by the Vendor and as per signed agreement.
6. The remaining 10% of each of the milestone shall be paid together after the roll- out of HO with all emphasize the importance of consolidated MIS for BSS which shall be available only after complete live status of the entire ERP solution.
7. The payment shall be released on receipt of proper, undisputed invoice and request.
8. The Vendor recognizes that all payments to the Vendor under this RFP and subsequent agreement are linked to and dependant on successful achievement and acceptance of milestones / deliverables / activities set out in the Project Plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
9. No other charges are payable and entertained by BSS for activities like Customization, User Training, Parameterization, Additional Resources used, Implementation, etc which shall be part of the contract as accepted by the Vendor. Bug fixing is the responsibility of the Vendor during the entire contract period without any cost to BSS.
10. The fees payable by BSS to the Vendor shall be inclusive of all costs such as insurance, taxes (including service tax, as per the rates applicable), custom duties, levies, excess, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and BSS shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. The Vendor will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes.

11. Once a contract price is arrived at, the same shall remain firm and not subject to escalation during the performance of the contract due to fluctuation in foreign currency, changes in costs related to the materials and labour or other components.
12. For any additional Functionality requirement in the form of complete new module development which is not feasible under parameterisation / customisation, where the requirement is after the sign-off of the project, BSS will take up with Change Request. The Vendor is bound to provide the required solution with cost estimates, if any. However such cost estimates shall be on mutually agreed Terms.

5.11 Liquidated damages (LD)

1. Delivery of the Goods shall be made by the Vendor in accordance with the time schedule specified by BSS. If at any time during performance of the Contract, the Vendor encounter conditions impeding timely delivery of the Goods, the Vendor shall promptly notify BSS in writing of the fact of the delay, it's likely duration and its cause(s). As soon as receipt of the Vendor's notice, BSS shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages. Any delay by the Vendor in the performance of its delivery or service obligations shall render the Vendor liable to imposition of liquidated damages unless extension of time is agreed upon by BSS without the application of liquidated damages.
2. BSS may impose Liquidated Damages on the Vendors) in case of failure of the Vendor to deliver or install the equipment & commission the same or perform the services within the specified time limit.
3. The liquidated damages represent an estimate of the loss or damage that BSS may have suffered due to delay in performance of the obligations (relating to delivery, installation, implementation, training and acceptance of the ERP solution provided by the Vendor) and wherein the Vendor is solely responsible for the delay.
4. Installation will be treated as incomplete in one or more or all of the following situations:
 - a. Non-delivery of any software modules as required under this RFP;
 - b. Delivery, but no installation of the components and/or software;
 - c. Incomplete System Integration;
 - d. Incomplete customization or Incorrect Parameterization as per BSS's requirements;
 - e. Failure to bring all product modules within the system by agreed date and
 - f. Non availability of all system generated MIS of all modules, including all statements / returns by the end of agreed period.

5. Penalties will be levied as per the agreement that will be entered between the parties.
6. If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, BSS shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services until actual delivery or performance, per week or part thereof; and the maximum deduction is 10% of the contract price and If, once the maximum is reached, BSS may consider termination of the contract.
7. The liquidated damages shall be deducted / recovered by the BSS from any money due or becoming due to the bidder under this purchase contract

NB: LD is not applicable for the reasons attributable to the BSS and Force Majeure.

5.12 Validity

The Vendor shall keep the offer valid for SIX calendar months from the last date of submission of bids. This period can be extended by mutual agreement between selected vendor and BSS.

5.13 Training, Hand holding and Help Desk

A detailed technical training on ERP application including theory and practical, trouble shooting, operational error rectification methodologies, bug fixation etc., shall be given by the Vendor as part of this contract and without any additional cost to BSS. The Vendor is expected to provide following services, but not limited to:

1. Application Training to Core Team comprising of 20 Officers (4 x 5 Batches) of BSS to be identified by BSS for a minimum of 5 days.
2. HEAD OFFICE Training to a team of 10 Officers of BSS to be identified by BSS, for a minimum of 5 days. Further for the officials discharging the role of System Administrator, Auditors and Inspection Officers, training in all relevant topics shall be imparted.
3. User / Technical training to the core group interalia, should include Functional overview, Static data overview, Concepts, Access controls, Work flow, Integration, Accounting, Design architecture, Reports description, trouble shooting, operational error modifications, Plan review, Simulated techniques of various functional aspect for various modules, Back Office module etc.
4. Follow-up training for major changes in system releases or implementation of new modules during the Project duration.

5. Training infrastructure like class room & PCs shall be provided by the BSS in Juba.

BSS shall also arrange all other requirements such as PCs, Servers, O/5, and training material etc. for said training.

6. As part of ongoing support, Vendor shall automatically upgrade the system with new releases and provide updates; and provide Technical and Functional manuals without any additional cost to BSS.
7. Help Desk facility may be provided by Vendor and shall be operated from 8.30 AM to 4.30 PM for 5 days of the week, commencing from a mutually agreed date. Each call shall be recorded and classified according to pre-determined order and responded within the given time frame. Vendor shall utilize Knowledge Management Tools for proper monitoring and creating a useful MIS.
8. BSS, at its sole discretion, shall decide on taking over the Help Desk operations or continue outsourcing the same.
9. All calls received at Helpdesk shall be classified as Incident, Problem, Service Request, Change Request or Query. All Incidents and Problems will be further classified as various priority levels and needs to be resolved as per the SLA.

5.14 Software License Agreements

1. The license for Enterprise Resource Planning Solution (ERP) shall rest with the BSS.
2. BSS will acquire / procure all the necessary license to any other systems and software developed or procured particularly for running the ERP Application.

5.15 Performance Guarantee

- a. The successful bidder (Vendor) shall provide an unconditional and irrevocable performance bank guarantee (BG) in the form and manner provided by BSS equivalent to 5% of total charges payable for the entire ERP solution.
- b. The security deposit/performance bank guarantee should be submitted within Fifteen days from the date of receipt of order.
- c. Security deposit if submitted in the form of bank guarantee, the guarantee should be valid for a period of one year. The guarantee should also contain a claim period of three months from the last date of validity.
- d. The selected bidder shall be responsible for extending the validity date and claim

period of the bank guarantees as and when falls due, on account of delay in completion of the project.

- e. BSS shall invoke the bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. BSS shall notify the selected bidder in writing before invoking the bank guarantee. The proceeds of the bank guarantee shall be payable to the BSS as compensation for any loss from the selected bidder's failure to complete his obligations under the contract.
- f. The Project will be deemed complete only when all the solutions and items contracted for by BSS are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated certification, documentation and training provided to BSS's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between BSS and the Vendor and the acceptance criteria defined in this document is met.
- g. If the performance guarantee is not submitted, BSS reserves the right to cancel the contract.

5.16 Inspection of Records & Goods

1. BSS shall have the right to undertake technical as well as performance evaluation of the proposed solution periodically. BSS or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. BSS shall notify the Vendor in writing, representatives identified for these purposes.
2. Vendor shall extend all reasonable facilities and assistance, including access to drawings and production data to the inspectors at no cost to BSS.
3. All Vendor records with respect to any matters covered by this tender shall be made available to BSS or its designees and regulators, at any time during normal business hours, as often as BSS deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. BSS's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to BSS, which would be used by BSS. The cost of the audit shall be borne by BSS. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4. BSS reserves the right to review the user / technical documentation of the proposed software to verify compliance with the technical specifications included in the RFP.
5. BSS reserves the right to visit any of the Bidder's premises to ensure that data provided by BSS is not misused. The bidder shall permit visit and inspection of any team from regulatory.

5.17 Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of BSS. The periodicity of these audits shall be at the discretion of BSS. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls.

5.18 Warranty and Guarantees

a) Software Warranty:

All the software supplied will carry following warranties:

- Media warranty for 90 days
- Patches and updates during the contract tenancy
- The Vendor shall offer Product Warranty for 12 Months from the date of installation and implementation of all applicable modules as stated in Appendices and acceptance by BSS. The Vendor shall specifically indicate if warranty for additional period is offered. All support required during the warranty for maintaining the agreed performance level and other services as detailed elsewhere in the RFP, shall be provided by the selected Vendor at no extra cost to BSS. The Vendor shall specify separately their scope of deliverables and responsibilities during warranty and the deliverables expected from BSS.

b) Product warranty:

Twelve Months from the date of completion of User Acceptance Testing of all modules.

c) Service warranty:

Vendor should provide full and Unconditional Product Warranty to the software at least for a duration of contract period from the point start of the live run in the pilot location.

Product warranty will cover bug fixation, enhancement, customizations, modifications, new requirement, to take care of BSS's needs for the entire contract period to support all the existing schemes as detailed in functional Requirement of this RFP. Any additional module requirements or functionality may be charged on a standard basis as accepted by both parties in the Agreement. This warranty is basically towards taking care of day-to-day support and trouble shooting. The nature of services to be covered under warranty are:

1. Fixing of bugs and unexpected problems in the software entailing in non-functioning / malfunctioning and functioning not in accordance with the system requirement specifications as updated from time to time.
2. Fixing of problems in the object code.
3. Modifications to the software due to change in any statutory policies.
4. Customization requirements shall be completed before UAT.
5. Providing changes in the software, which are of software fine tuning nature.
6. Preventive maintenance of software on an ongoing basis to ensure that executables are not corrupted or patches, enhancements, modifications are implemented properly, etc.
7. Providing technical and operational support - online / offsite /onsite.
8. Providing new versions / patches / releases of the software.
9. Providing operations manual along with new versions.

If after delivery, acceptance & installation and within the guarantee & warranty period, the operation or use of the Goods proves to be unsatisfactory, BSS shall have the right to continue to operate or use such Goods until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without Interfering with the daily operation of BSS.

5.19 Indemnity

1. The Vendor shall indemnify BSS, and shall always keep indemnified and hold BSS, its employees, personnel, officers, consultants, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against BSS as a result of:
 - a) BSS's authorized / bona fide use of the Deliverables and/or the Services provided by Vendor under this RFP; and/or
 - b) an act or omission of the Vendor, employees, agents, sub-contractors, employees of the alliance/partners/consortium or any other entity dealing with the Vendor in the performance of the obligations of the Vendor under this RFP; and/or

- c) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against BSS; and/or
 - d) breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
 - e) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - f) breach of confidentiality obligations of the Vendor contained in this RFP; and/or
 - g) negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors or employees of the alliance/partners/consortium or any other entity dealing with the Vendor; and/or
 - h) non-compliance of the bidder with Laws / Governmental Requirements; and/or
 - i) IP infringement under any laws and such other statutory acts and amendments thereto; and/or
2. The Vendor will have to at its own cost and expenses defend or settle any claim against BSS that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided:
- a) BSS notifies the bidder in writing in a reasonable time frame on being aware of such claim,
 - b) the Vendor has sole control of defense and all related settlement negotiations,
 - c) BSS provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
 - d) BSS does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.
3. The Vendor shall not be liable for defects or non-conformance resulting from:
- a) Software, hardware, interfacing not supplied by Vendor but used by BSS; or
 - b) Unauthorized modification, use or operation of the Core Application (ERP) or any individual product supplied under this RFP, or BSS's failure to comply with any mutually agreed environmental specifications.
 - c) Use of a Deliverable in an application or environment for which it was not

designed or not contemplated under this Agreement,

- d) Modifications of a Deliverable by anyone other than Vendor / sub-contractors / alliance / partners / consortium members, where the unmodified version of the Deliverable would not be infringing.
4. It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to BSS's (and/or its customers, users and service providers) rights, interest and reputation.
5. Vendor should take full responsibility for its employee's actions.
6. Indemnity would be limited to the damages as awarded by arbitrator / court for direct claim and shall exclude indirect, consequential and incidental damages.
7. In the event that BSS is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Vendor on its own expense, will undertake to defend BSS.
8. It will be the Vendor's responsibility to rapidly do away with such third-party claims. The Vendor will also pay any compensation arising from the infringement claims and BSS will in no manner be responsible for such payments. In addition, the Vendor will bear all the related expenses and legal fees.
9. On its part, BSS will immediately relay to the Vendor any such claims and offer assistance within reasonable limits to rid the claim.

5.20 Authorized signatory

Bid Submission:

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

Contract Execution:

The selected Vendor shall indicate the names of authorized signatories or give power of attorney. The power of attorney should be signed by CEO/CFO/CTO or power of attorney should be followed by the Board resolution authorizing the said official of the company to deal with "BSS", with regard to the obligations under this RFP and subsequent contract execution. The selected Vendor shall submit certified copy of the resolution of the Board authorizing an official of the company to discuss, sign agreements/contracts with BSS and also to correspond.

5.21 Waiver

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

5.22 Violation of terms

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

5.23 Termination

For default

1. BSS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part if;
 - a) failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract as stated in the RFP; and/or
 - b) there is any discrepancy in the quoted and supplied equipment and software; and/or
 - c) the Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension there-of granted by BSS;and/or
 - d) the Bidder fails /breaches to perform any other obligation(s) under the Contract or subsequent agreements even after not cured/rectified within the given time frame from the date of notice; and/or
 - e) the Bidder, in the judgment of BSS has engaged in corrupt or fraudulent practices in competing for or in executing the contract etc.

2. BSS also reserves the right to acquire damages from the Bidder after the Termination of the Contract. This could take the form of foreclosure of the Performance Security.
3. In the event BSS terminates the Contract in whole or in part, BSS may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the Bidder shall be liable to BSS for any excess costs for such similar Goods and/or Services. The liability in such an event will be 1.25 times the original costs of those deliverables, for procuring similar deliverables and services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

For insolvency

BSS shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder, if the Bidder

- a) has a winding up order made against it; or
- b) has a receiver appointed for overall or substantial assets; or
- c) is or becomes unable to pay its debts as they become due; or

5.24 Effect of termination

1. The Vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to BSS or its designee to ensure smooth handover and transitioning of Bank's deliverables & maintenance.
3. The same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
4. The Vendor agrees that after completion of the Term or upon earlier termination of the assignment the Vendor shall, if required by BSS, continue to provide maintenance services to BSS at no less favourable terms than those contained in the Contract.
5. In case BSS wants to continue with the Vendor's services after the completion of this contract then the Vendor shall offer the same or better terms to BSS. Unless mutually agreed, the rates shall remain firm.
6. BSS shall make such prorated payment for services entered by the Vendor and accepted by BSS at the sole discretion of BSS in the event of termination, provided that the Vendor is in compliance with its obligations till such date.
7. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible.

8. There shall be no termination compensation payable to the Vendor. Termination shall not absolve the liability of BSS to make payments of undisputed amounts to the Vendor for services rendered till the effective date of termination.
9. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5.25 Reverse Transition Plan

1. Reverse Transition Services are the services provided by Bidder to BSS during the reverse transition period which will start after completion of the 6 months notice period or at the end of the contract to facilitate an orderly transfer of the Services to BSS or to an alternative third party service provider nominated by BSS. Where BSS elects to transfer responsibility for service delivery to a number of Bidders, BSS will nominate a Prime services provider who will be responsible for all dealings with Bidder regarding the delivery of Reverse Transition Services.
2. As part of Reverse Transition Services, BSS shall have the right, and Bidder shall not object to or interfere with such right, to contract directly with any Bidder's sub-contractor.

5.26 Force Majeure

1. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. In such case, neither BSS nor the Bidder will be held responsible for delays or inability to perform contract obligations:
 - a) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, Acts of God or of public enemy, acts of Government of South Sudan in their sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.
 - b) If a Force Majeure situation arises, the Bidder will have to promptly notify BSS in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by BSS in writing, the Bidder will have to continue to perform Bidders obligations under the Contract as far as is reasonably practical, and will have to seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - c) In such a case the time for performance will have to be extended by a period(s) not less than duration of such delay. If the duration of delay

continues beyond a period of three months, BSS and the Bidder will have to hold consultations in an endeavour to find a solution to the problem.

5.27 Settlement of disputes

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration in accordance with the following provisions:

1. Selection of Arbitrators: Each dispute submitted by a party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
 - a) If the BSS and the Vendor so decide they may appoint a trusted party to assist them to dissolve a dispute.
 - b) If the BSS and the Vendor do not agree on the selection of a single person to dissolve a dispute, whether it concerns a technical or a non-technical matter, they shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the panel fails to find a solution within 30 days, a new panel will be appointed. The procedure may be repeated as needed. The cost of arbitration shall be borne by the parties in the sense that each party is responsible for the costs associated with the person or persons appointed by it, while the remaining costs shall be shared equally.
2. Rules of Procedure: Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
3. Substitute Arbitrators: If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Miscellaneous: In any arbitration proceeding hereunder:
 - a) proceedings shall, unless otherwise agreed by the parties, be held in the Republic of South Sudan;
 - b) the English language shall be the official language for all purposes;
 - c) the decision of the sole arbitrator or of a majority of the arbitrators in the case where three arbitrators are assigned shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to or claims of immunity in respect

5.28 Applicable Law and jurisdiction of Court

The Contract shall be interpreted in accordance with the laws prevalent in South Sudan.

5.29 Bid security

Not Applicable

5.30 Cancellation of the contract and compensation

BSS will provide the successful Bidder a remedy period of 90 days to rectify a default or given situation. BSS will provide in writing the nature of the default to the Bidder through a letter or mail correspondence. The 90 day time period will commence from the day BSS has sent such correspondence to the Bidder. BSS reserves its right to cancel the order in the event of one or more of the following situations, which are not occasioned due to reasons solely and directly attributable to BSS alone:

- a) Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that will be signed with the successful Bidder;
- b) Discrepancy in the quality of service / hardware / software expected during the implementation, roll out and subsequent maintenance process;
- c) Deterioration in IT application and infrastructure services causing significant impact on BSS's business;
- d) The Bidder goes into liquidation voluntarily or otherwise and
- e) Failure of the Bidder make good the situation within the remedy period

5.31 Penalty

1. BSS expects the successful Bidder to complete the scope of the project as mentioned in Section 4 within the timeframe specified in Section 4.4 of this document. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be as mentioned in the Section 5 - Service Levels. Overall cap for penalties will be 10% of the charges payable. In the event the project timeframes are impacted due to delays caused solely by BSS, the Bidder will be given additional time (proportionate to the time lost due to the delay) to complete the activity and further the Bidder will not be responsible for any penalties for such delay or resultant extension.
2. Inability of the Bidder to provide services as per service levels defined in Section 5- Service Levels would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be as mentioned in the Section 5 - Service Levels. Overall cap for penalties will be 10% of the charges payable. Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month.
3. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder under Penalty clause (5.30) above for the inability occasioned, if such inability is due to reasons entirely attributable to BSS.
4. Notwithstanding what is mentioned herein above or anywhere else in the

Tender, the maximum amount that may be levied by way of penalty pursuant to clause 5.30 shall on no account exceed 10 % of the charges payable at the time of invoking the Clause.

5. The right to invoke the penalty clause is in addition to and without prejudice to other right available to BSS such as termination of contract, invocation of indemnity and recovery of amount paid etc.

5.32 Intellectual Property Rights

1. The Bidder will have to ensure that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. BSS acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trademark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.
2. The Bidder represents that a separate agreement is required to be entered into by BSS with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. BSS will have to enter into a separate Confirmation of License Agreement with the Bidder who is owner of the Enterprise Resource Planning Solution (ERPL as per the format provided by BSS, wherein BSS is being granted a license to use the Software solely in the manner set out herein.
3. During the Term of this Project and, if applicable, during the Reverse Transition Period, BSS grants Bidder a right to use at no cost or charge the Software licensed to BSS, solely for the purpose of providing the Services.
4. The Bidder will have to be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
5. If a third party's claim endangers or disrupts BSS's use of the Software, the Bidder will have to at no further expense, charge, fees or costs to BSS,
 - a) Obtain a license so that BSS may continue use of the Software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or
 - b) Modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or
 - c) Replace the Software with a compatible, functionally equivalent and non- infringing product.

5.33 Information Ownership

All information processed, stored, or transmitted by Bidder's equipment belongs to BSS. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

5.34 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on BSS systems the Bidder may support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

5.35 Privacy & Security Safeguards

The Bidder shall not publish or disclose in any manner, without BSS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any BSS location. The Bidder shall develop procedures and implementation plans to ensure that IT resources/ assets leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all BSS's data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the BSS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any BSS location.

5.36 Non-disclosure and Confidentiality of information

1. The Vendor has to execute confidentiality agreement incorporating that any data which will be handled / shared will be kept in strict confidence and neither the Vendor nor its employees part with the data in any form to anybody without prior written consent of BSS. The data in brief relate to customer information, branch information, work flow, transaction data, etc. The Vendor has to provide necessary identity card to its employees who will be visiting branches / offices for any work to be undertaken in the branch premises. The vendor should maintain absolute secrecy in respect of HO/Branch/Customer information, which the vendor may come across during implementation, maintenance of the software, which may affect BSS's business/interests directly or indirectly.

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

6 Appendixes

- 6.1 Appendix 1 – List of Branches**
- 6.2 Appendix 2 – Checklist**
- 6.3 Appendix 3 – Bid Form, Proposal Format and Other Formats**
- 6.4 Appendix 4 - Service Level Definitions**
- 6.5 Appendix 5 – Capability Questionnaire**
- 6.6 Appendix 6 – Solution Questionnaire**
- 6.7 Appendix 7 - Commercial Bid Format**
- 6.8 Appendix 8 – Existing Hardware Configurations**
- 6.9 Appendix 9 – Functional Requirements (Annexed Separately)**
- 6.10 Appendix 10 – Abbreviations and Definitions**