



**Reserve Bank of India
Human Resource Management Department**

Request for Proposal (RFP) for Learning Management System (LMS), Mumbai

RBI Academy, Human Resource Management Department, Central Office, Reserve Bank of India invites e-tenders through MSTC (<https://www.mstcecommerce.com/eprochome/>) from Learning Management Solution providers for implementation of Learning Management System for 200 users valued at Rs.12,00,000/- approximately. Please visit Tenders Section on www.rbi.org.in for details.

Date: May 16, 2019

Chief General Manager-In-Charge
HRMD, Reserve Bank of India



Reserve Bank of India

Request for Proposal (RFP)

for

Learning Management System (LMS)

RBI Academy
Human Resource Management Department (HRMD)
Reserve Bank of India
20th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001.

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RFP Schedule

The following table is an indicative time frame for the overall process. The Reserve Bank of India reserves the right to vary this time frame and/or venue at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the time frame and/or venue will be communicated to the respondents concerned.

Indicative Time frame for the Overall Process

Sr.	Process	Date and Time
1	Tender Number	RBI/Central Office/HRMD/49/18-19/ET/372
2	Issue of RFP Document	May 16, 2019
3	Date & Time of Final Submission of Technical & Commercial Bids on the MSTC Portal	June 10, 2019; 3 pm
4	Date and Time of Technical Bid Opening	June 10, 2019; 3:30 pm
5	Presentation Before the Committee	June 13, 2019
6	Commercial Bid opening	June 18, 2019

For the Technical Bid Presentation, the bidder should be available in one day notice by email. Contact details:-

I.	Venue for opening of Bids/ Meetings / Presentations	Chief General Manager-In-Charge Human Resource Management Department (HRMD) 20 th Floor, Central Office Building, Reserve Bank of India, Shahid Bhagat Singh Road Mumbai-400 001.
II.	All Queries to be mailed to	rbiacademy@rbi.org.in
III.	Portal for registration of bidder on MSTC	https://www.mstcecommerce.com/eprchome/rbi/

It may kindly be noted that this tender being an e-tender it is not possible to extend the closing date and time for submission of bids and it is strongly recommended that prospective bidders should not wait for the closing date and time to submit their bids. Needless to add no request for extension of deadline for submission of bids will be entertained.

1 Introduction

1.1 Background

1. The Reserve Bank of India (hereinafter referred to as 'RBI' or "Bank") was established on April 1, 1935 in accordance with section 3 of the Reserve Bank of India Act, 1934. The details of the Bank are available on RBI website <https://rbi.org.in>
2. RBI Academy, functioning under the Human Resource Management Department (HRMD) is the Apex Training Institute of RBI, (hereinafter referred to as "RBIA" or "Academy") essentially caters to advanced training need of its staff.

3. RBIA desires to have a learning management system which would help in the administration, documentation, tracking, reporting and delivery of training courses/lectures and development programs.

1.2 Purpose of Document

This RFP seeks proposals from reputed LMS solution providers for implementation of Learning Management System for the Bank. The bidders desirous of taking up the project for supply of learning management system for the Bank are invited to submit their proposals for 200 users in response to this RFP on the e-tendering website <http://www.mstcecommerce.com/eprochome/rbi>. The criteria and the actual process for evaluation of the responses to this RFP and subsequent process for selection of the successful bidder will be entirely at the Bank's discretion. This RFP seeks proposals from bidders who have necessary experience, capability & expertise to provide the Bank a Learning Management System as per the Bank's requirements outlined in this RFP.

This RFP is not an offer by the Bank, but an invitation to receive responses from the bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized official(s) of the Bank with the successful bidder.

The Bank shall enter into a mutually agreeable contract with the successful bidder. The RFP will be a part of the contract.

2 Structure of RFP

This document consists of the overview of services to be provided by the successful bidder, the technical and commercial evaluation methodology which shall be followed to select the successful bidder and the terms and conditions to which this RFP and the bidder responses shall be subjected to for this RFP.

2.1 Response Formats

3.1.1 Technical Bid Form

BIDDER DETAILS	
1	The registered name of the bidding company
2	Business address for correspondence
3	Name of the Bidder's Contact Person details
4	Contact's position with Bidder
6	Business structure
7	Bid Company's registered address
8	Details of company registration
9	Names of Directors / Chairman President/Managing Director
10	Include a structure chart reflecting the organization
11	Experience in Similar Projects: (Give details about the following with respect to the methodology followed by you in projects of similar nature and complexity – a minimum of two projects covering Hardware installed – make/model, Operating system Software Application software Network Topology Programming languages Disaster recovery technology Middleware Security features Support/maintenance obligations
12	Details of experience/knowledge possessed in the areas of Project Planning and management review, Resource Planning, Role and Responsibility definition, Co-ordination across multiple teams
13	Details of the similar assignments on hand as on date (Time projected for

	execution of the assignment and documentary proofs from the Clients are to be furnished)	
14	Detailed Project Plan along with Estimated work plan and Time Schedules for providing services for assignment under this RFP	
15	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
16	Full details of the bidder's proposed methodology/approach for providing implementation services to the Bank with specific reference to the scope of work.	
17	Details of deliverables, other than "Deliverables" specified by the Bank, the bidder proposes with specific reference to the scope of work.	

3.1.2 Table of Functional Requirements

	Requirements	Response Options (Refer Evaluation details section)
1	Password and user IDs determine secure authentication	
2	Configurable security settings (password characteristics)	
3	Automated system to help users who have forgotten passwords	
4	Login encryption/validation	
5	System can feed into Human Resource Information System	
6	Built in wizards to guide administrators on difficult tasks	
7	Assign learning activities (single or bundle) to an entire domain	
8	Links to other training sites or resources (Online Resources)	
9	Ability to manage text throughout the website	
10	Ability to modify/customize the user interface	
11	Integration with virtual meeting/classroom tools such as WebEx, Connect etc.	
12	Single-sign-on functionality with third party tools with MOOCs like Coursera/Edx/Udemy etc.	
13	Displaying all instructor-led classes in the system	
14	Create a custom workflow and a custom approval form for student to complete without intervention from vendor	
15	Ability to manage certification requests	
16	Forgotten password/change password automated responses	
17	Change user name	
18	Access Help (context sensitive)	
19	Ability for a new learner to request an account	
20	Ability for a new learner to create an account without approval	
21	Ability to toggle between role types while remaining logged in	
22	Ability to view and manage short-cuts	
23	Ability to view dashboard data as a Learner or Manager	
24	Ability to update/adjust/create learning plan	
25	Ability to filter views of learning plan (i.e. by training type)	
26	Configurable permissions/roles - Create and manage new roles/permissions	
27	Create, change and view user information/profile	
28	Advanced search includes custom user fields	

29	Web services Application Program Interphase (API) to allow user data to be imported	
30	Ability to create and manage user groups	
31	User can belong to multiple user groups	
32	Ability to create (or batch upload) new users	
33	Set/change user status (i.e. active/inactive/deleted)	
34	Designate/change a user's supervisor	
35	enrol users in courses (individual, groups/batch)	
36	Support for online training, instructor-led training, and informal learning objects (such as on-the-job training) to be assigned and tracked by the LMS	
37	Allow administrator to select option for learner to mark a user defined training object as complete	
38	Has ability to integrate with thousands of courses from any vendor or custom content built by a client that follow Sharable Content Object Reference Model (SCORM) standards	
39	Mass registration for multiple learners to one course	
40	Manage course properties (duration, test required, etc.)	
41	Can disable a course without removing it from the LMS	
42	Set duration of course accessibility based on registration date (setting an expiration period)	
43	Manage grade book by marking any learning object as complete or incomplete	
44	Learner can self-register for learning offerings	
45	Ability to set prerequisites for courses	
46	Ability to waive a prerequisite	
47	Assign multiple instructors to a class and/or session	
48	Review/print a completion certificate (student accessible)	
49	Access online resources (i.e. PDF instructor has posted for a course)	
50	Submit project / assignment online (in word/pdf format)	
51	Enrol and cancel registrations for learning activities	
52	Registration with manager approval	
53	Registration confirmation via email	
54	Manage the waitlist and roster	
55	Manage a registration request queue (approve/deny)	
56	Courses can be grouped into curriculum and topic areas in the catalogue	
57	Ability to request/reserve (block) rooms, equipment and other ILT resources	
58	Create, modify and delete learning plan templates	
59	Manually assign a learning plan to learners (individually/user group/globally)	
60	Automatically assign learning plans using defined criteria (including user groups or custom user fields)	
61	Edit a learning plan template (and auto-update for assigned users)	
62	Edit the contents of a learning plan for all users	
63	Edit the contents of a learning plan for specific individuals	
64	Set due dates for entire plan completion (i.e. certification deadline)	
65	Update due dates for plan completion for multiple students en mass	
66	Configure learning plan completion requirements based on either number of learning objects completed (all or specified subset) or based on number courses completed	
67	Set auto-reminder email for assigned students / instructors / managers / administrators regarding due date for entire learning plan	
68	Require courses to be completed in a defined order	
69	Recurrence for courses can be set automatically based on rules	
70	Set auto-reminders for recurrences using rules	

71	Assign learning activity due dates for employees	
72	Certification tracking	
73	Courses can be set to automatically renew on periodic basis (i.e. for annual certification)	
74	Built-in testing and survey creation tool	
75	Tests and surveys that can be assigned to multiple learning objects (re-used)	
76	Ability to set passing scores for tests	
77	Ability to require passing score on test to complete the course	
78	Set how many times a test can be attempted	
79	Select duration of test or make it unlimited	
80	Tests can be auto-graded by system	
81	Web-based student notes feature (per course)	
82	Select general business rules for how users will access the catalogue and enrol in courses	
83	Manage terms / time frames when courses are available in the catalogue for learner enrolment	
84	Manage which user groups has access to areas of the catalogue through catalogue access codes	
85	Searchable course catalogue	
86	Course catalogue can be filtered by course properties (location, instructor, etc.)	
87	Allow hyperlinks in catalogue course descriptions	
88	Real-time reporting	
89	Report can be run on demand through the LMS interface	
90	Web-based reporting interface with results appearing in application workspace	
91	Report can be printed from application workspace without having to export	
92	Standard "out-of-the-box" reports	
93	Option to use filters for reports instead of having to create a new report	
94	Custom reporting capabilities	
95	Wizard-driven report creation (for custom reports)	
96	Ability to export report data	
97	Report formats (browser view, .xls, .csv, .doc, etc.)	
98	Dashboard reporting and analytics	
99	Report as individual business units, learning audiences, or direct reports	
100	Report is filterable by user-groups	
101	Custom user fields are used in any report with user profile data	
102	Sort a report by fields (i.e. alphabetically or chronological)	
103	Ability to drill down to question level to evaluate test questions (item analysis)	
104	Pull reports for subordinates (but access is governed / flexible)	
105	Ability to build a new report and share with other users	
106	Student transcripts (viewable and printable)	
107	Student certificates (e.g. for course or curriculum completion)	
108	Review / print a transcript (student accessible)	
109	Automated reminder notices via email	
110	Manage event communications by enabling or disabling as well as recipients easily through user interface	
111	Edit and manage content of notification message	
112	Ability to turn on or off notification events	
113	Online access to course materials (e.g. supplemental material)	
114	Fully integrated live webcasting and virtual meeting capabilities	

115	Web-based calendaring and scheduling (integration with Outlook)	
116	Ability to send emails to user's email address listed in their profile	
117	Automatic register/de-register notification via email	
118	Ability to send emails to selected users	
119	Mobile Application	
120	Mobile Security	
121	Multi lingual Support	
122	Badges, Leader boards, Group	
123	Forums, Chats, Discussion, Integration with social media	
124	Footprint of Vendor in India	
125	Support Onsite	
126	Business Intelligence integration	
127	Learning tools interoperability LTI	
128	Cross charging among various departments	
129	Micro Learning	
130	Analytics	
131	Support for Extended Enterprise	
132	Scalability of concurrent users	

3.1.3 Commercial Bid

The bidders are required to submit the commercial bid online through MSTC portal ONLY in the commercial bid section. **NO DETAILS ABOUT COMMERCIAL BID SHOULD BE MENTIONED IN THE TECHNICAL BID SECTION.**

The fees payable by RBI to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and RBI shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. Any variation in Government levies/ GST/ VAT/ cess/ excise/ custom duty etc. which has been included as part of the price will be borne by the Bidder.

The Commercial bid will remain valid for a period of **6 months** from the date of last day of Bid submission.

3.1.4 Deviation from RFP Statement

Any deviation from the RFP should be submitted as a part of the technical bid.

2.2 Definition of Terms

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

1. Bidder/ Service Provider – An eligible entity/firm submitting a proposal/bid in response to this RFP. The legal entity who signs and submit the bid and the EMD
2. Bank/ Purchaser/ RBI - Reference to "RBI", "the Bank", "Bank" and "Purchaser" shall be determined in context of this RFP
3. Proposal/ Bid – the Bidder's written reply or submission in response to this RFP
4. RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
5. Solution/ Services/ Work/ System – "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of

- the solution, such as installation, commissioning, provision of technical assistance, training, and other obligation of the Supplier covered under the RFP.
6. Project Cost – Project cost would be initial cost/ development/customisation/ Cost/ installation cost/ commissioning cost/ training cost/ technical assistance cost.
 7. Authorised Signatory –The authorized signatory should give a declaration and through authenticated documentary evidence to establish that he/she is empowered to sign the bid documents and bind the bidder.
 8. Change Management – Any request by the Bank that results in changes in the structure of the application or a new module is added would be considered as Change Management. Any minor changes required in the application such as addition / deletion / alteration of a row / column / field, additional report, menu items will not be considered as part of Change Management and should be supported by the manager/engineer.
 9. Man-day – 8 hours of work of a qualified person.
 10. Week – 6 Calendar days.
 11. T – Technical Score of the Bidder
 12. C – The final price quoted by the bidder.
 13. C_{LOW} – The lowest Commercial Bid.

3 Requirements for Learning Management System

3.1 Introduction and Scope

The scope of the project is to implement and maintain the Learning Management System solution. The objective of this implementation is to get one stop solution for conducting learning sessions using the best features available. The bidder should provide adequate support to handhold the project post implementation and sign-off.

3.2 Detailed Features List

The bidder needs to take into account the following high level features and detailed functional requirements while proposing solution. The RFP constitute the overall requirements of the Bank.

3.2.1 Functional Requirements

The Learning Management System (LMS) meets the following high-level function requirements (but not limited to):-

1. Salient Feature:

- i. LMS solution should provide complete automation of the learning lifecycle.

2. Security Capabilities

- i. The LMS solution should support strong password policies.
- ii. The LMS solution should determine secure authentication through user IDs and passwords.
- iii. The LMS solution should have the capabilities to configure security settings for example password characteristics.
- iv. The system should allow users to have an automated system to retrieve or change forgotten passwords.
- v. The system should be able to handle login encryption and perform vital validations.

3. Platform & Domains

- i. The system should be able to assign learning activities (single or bundle) to an entire domain.
- ii. The system should have the ability to link to other training sites or online resources like Udemy.com, coursera.com, edx, etc.
- iii. The system should have the ability to manage text throughout the website.

- iv. The system should have the integration with virtual meeting/classroom tools such as WebEx, Connect etc
- v. The system may have the capability Single-sign-on functionality with third party tools. For example if required it can be integrated with MOOC platforms like Coursera/Edx/Udemy etc.

4. User Interface :

- i. Ability to modify/customize the user interface
- ii. The system should be intuitive and have built in wizards to guide administrators on difficult tasks.
- iii. The solution should have the capability to display all instructor-led classes in the system as well as online courses.

5. Features that are available to the Trainees/ Learners:

- i. The trainee should be able to access Help (context sensitive).
- ii. The system should have the ability for a new learner to request an account.
- iii. The system should have the ability for a new learner to create an account with / without approval.
- iv. The system should have the ability to toggle between role types while remaining logged in.
- v. The system should have the ability to view and manage short-cuts.
- vi. The system should have the ability to view dashboard data as a Learner or Manager.
- vii. The system should have the ability to update/adjust/create learning plan.
- viii. The system should have the ability to filter views of learning plan (i.e. by training type).
- ix. The system should be able to allow trainee to submit a project/assignment online in word/pdf format.

6. Facilitators/ Trainers can:

- i. The system should have the ability securely view key documents and share them if required.
- ii. The system should have the ability mark documents as “favourites” for faster future access.

7. Registration:

- 1. The system should allow enrol and cancel registrations for learning activities.
- 2. The system should be able to register users with/without manager approval.
- 3. The system should be able to confirm registration confirmation via email.
- 4. The system should be able to manage the waitlist and roster.
- 5. The system should be able to manage a registration request queue (approve/deny).

8. Learning Content Creation & Management

- i. The system should have support for online training, instructor-led training, and informal learning objects (such as on-the-job training) to be assigned and tracked by the LMS
- ii. The system should allow administrator to select option for learner to mark a user defined training object as complete
- iii. The system should have the ability to integrate with thousands of courses from any vendor or custom content built by a client that follow Sharable Content Object Reference Model (SCORM) standards.
- iv. The system should have the capability for mass registration for multiple learners to one course.

- v. The system should be able to manage course properties (duration, test required, etc.).
- vi. The system should be capable of disabling a course without removing it from the LMS.
- vii. The system should allow to set duration of course accessibility based on registration date (setting an expiration period).
- viii. The system should manage grade book by marking any learning object as complete or incomplete.
- ix. The system should allow learner can self-register for learning offerings.
- x. The system should allow to set prerequisites for courses.
- xi. The system should allow to waive a prerequisite.
- xii. The system should allow administrator to assign multiple instructors to a class and/or session.
- xiii. The system should allow administrator and trainee to review/print a completion certificate.
- xiv. The system should be able to access online resources which the instructor has posted for a course in pdf, ppt or doc formats.
- xv. The system should be able to allow grouping of Courses into curriculum and topic areas in the catalogue.
- xvi. The system should be able to request/reserve (blockout) rooms, equipment and other ILT resources.
- xvii. The system should allow to create, modify and delete learning plan templates.
- xviii. The system should allow to manually assign a learning plan to learners (individually/user group/globally)
- xix. The system should be able to automatically assign learning plans using defined criteria (including user groups or custom user fields)
- xx. The system should allow admin to edit a learning plan template (and auto-update for assigned users).
- xxi. The system should allow admin to edit the contents of a learning plan for all users.
- xxii. The system should allow admin to edit the contents of a learning plan for specific individuals.
- xxiii. The system should allow admin to set due dates for entire plan completion (i.e. certification deadline).
- xxiv. The system should allow admin to update due dates for plan completion for multiple students en mass.
- xxv. The system should be able to configure learning plan completion requirements based on either number of learning objects completed (all or specified subset) or based on number courses completed
- xxvi. The system should be able to set auto-reminder email for assigned students / instructors / managers / administrators regarding due date for entire learning plan
- xxvii. The system should define courses which would require to be completed in a defined order.
- xxviii. The system should be capable to automatically set recurrence for courses based on rules.
- xxix. The system should be able to set auto-reminders for recurrences using rules.
- xxx. The system should be able to assign learning activity due dates for employees.
- xxxi. The system should be able to track certification.
- xxxii. The system should be able to automatically renew courses on periodic basis (i.e. for annual certification).
- xxxiii. The system should have a built-in testing and survey creation tool.
- xxxiv. The system should be able to assign tests and surveys and should have the capability of reusing the learning objects.
- xxxv. The system should be able to set passing scores for tests.

- xxxvi. The system should be able to require passing score on test to complete the course.
- xxxvii. The system should be able to set how many times a test can be attempted.
- xxxviii. The system should be able to select duration of test or make it unlimited.
- xxxix. The system should be able to auto-grade the tests.
 - xl. The system should be allow the trainee to use web-based student notes feature (per course).
 - xli. Email gateway to be provided by the vendor

9. Learning Content Creation & Management

- i. The system should be able to set/select general business rules for how users will access the catalogue and enrol in courses.
- ii. The system should be able to manage terms / time frames when courses are available in the catalogue for learner enrolment.
- iii. The system should be able to manage which user groups has access to areas of the catalogue through catalogue access codes.
- iv. The system should allow users a searchable course catalogue.
- v. The system should allow searching of course catalogue based on filters i.e. course properties e.g. location, instructor, etc.
- vi. The system should allow hyperlinks in catalogue course descriptions.

10. Reporting Capabilities

- i. Real-time reporting
- ii. Report generation on demand through the LMS interface
- iii. Web-based reporting interface with results appearing in application workspace
- iv. Report can be printed from application workspace without having to export
- v. Standard "out-of-the-box" reports
- vi. Option to use filters for reports instead of having to create a new report
- vii. Custom reporting capabilities.
- viii. Wizard-driven report creation (for custom reports)
- ix. Ability to export report data
 - x. Report formats (browser view, .xls, .csv, .doc, etc.)
 - xi. Dashboard reporting and analytics
 - xii. Report as individual business units, learning audiences, or direct reports
 - xiii. Report is filterable by user-groups
 - xiv. Custom user fields are used in any report with user profile data
 - xv. Sort a report by fields (i.e. alphabetically or chronological)
 - xvi. Ability to drill down to question level to evaluate test questions (item analysis)
 - xvii. Pull reports for subordinates (but access is governed / flexible)
 - xviii. Ability to build a new report and share with other users
 - xix. Student transcripts (viewable and printable)
 - xx. Student certificates (e.g. for course or curriculum completion)
 - xxi. Review / print a transcript (student accessible)

11. Communication & Collaboration

- i. Automated reminder notices via email
- ii. Manage event communications by enabling or disabling as well as recipients easily through user interface
- iii. Edit and manage content of notification message
- iv. Ability to turn on or off notification events
 - v. Online access to course materials (e.g. supplemental material)
 - vi. Fully integrated live webcasting and virtual meeting capabilities
 - vii. Web-based calendaring and scheduling (integration with Outlook)
 - viii. Ability to send emails to user's email address listed in their profile
 - ix. Automatic register/de-register notification via email

- x. Ability to send emails to selected users

12. Social Learning & Collaboration

- i. Social Learning - Forums, Chats, Discussion, Integration with social media
- ii. Support - Footprint of Vendor in India, Onsite Support
- iii. Interface - Business Intelligence integration and Learning tools interoperability LTI
- iv. Content Authoring - Combine and arrange disparate media (text, video, slideshows etc.), as well as customized assessments, into comprehensive digital training courses
- v. Skill Tracking - Skill tracking of learners
- vi. Social Learning - Feature set includes threaded discussions, coffee groups, collaboration centres, forums, FAQ and chats, integration with social media
- vii. Course Content Library - Provide a content library including internally developed content or from outside LMS
- viii. 3rd-party connectors - 3rd party connectors like Salesforce, Zapier If required support for creation of own connectors as API support is required
- ix. Micro Learning - Deliver your training program in bite-sized pieces
- x. Analytics - With the usage of effective tools such as predictive analysis, multi-source knowledge mapping, and machine learning, it is possible to design a system that caters to individual Learning Analytics needs.
- xi. The system should be accessible to users outside the Bank.
- xii. The system should be able to handle the 200 number of concurrent users using the system simultaneously.

3.2.2 User Management

- i. Configurable permissions/roles - Create and manage new roles/permissions
- ii. Create, change and view user information/profile
- iii. Advanced search includes custom user fields
- iv. Web services Application Program Interphase (API) to allow user data to be imported
- v. Ability to create and manage user groups
- vi. User can belong to multiple user groups
- vii. Ability to create (or batch upload) new users
- viii. Set/change user status (i.e. active/inactive/deleted)
- ix. Designate/change a user's supervisor
- x. Enrol users in courses (individual, groups/batch)

3.2.3 Technology Requirements

1. The proposed solution must be able to integrate and work seamlessly work on mobile phone / cell phone with or without an app (iOS and Android), desktop or laptop.
2. LMS shall be preferably based on flexible architecture and should be configurable as per the requirement. The scalability of the system is an important criteria. Further, it would be advantageous if the proposed system is platform independent.
3. The Business Continuity (BC) and Disaster Recovery (DR) strategy should be available and shared with the Bank for scrutiny/evaluation.
4. Applications should be free from technology vulnerabilities and adhere to the industry's best security practices.

3.2.4 Technical Architecture

1. The proposed LMS solution architecture should adhere to the industry standards.
2. The LMS application is expected to be hosted in the cloud and conform to the statutory/ legal requirements of the Bank from time to time.
3. The cloud infrastructure should be located and operating out in India only.
4. The LMS application should be compliant to all provisions of the Information Technology Act, 2000 (along with amendments as per Information Technology

(Amendment) Act, 2008) and be in conformity with the guidelines issued by the Bank and other applicable laws with latest amendments at the time of delivery. The LMS application should also comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the Project.

5. Scalability requirements – In near future if required, the vendor should be capable of implementing the system for all users of RBI. This will depend on the performance of the system, feedback of the users and will be at the discretion of the Bank.
6. The deployment in the cloud should have Business continuity plan and should have uptime of 99.9%
7. The data back-up should be scheduled at regular frequency and needs to be maintained by bidder till contract period

3.2.5 System Development & Testing

1. The bidder would need to conduct the development of the solution system at its own premises.
2. Testing would also be conducted by RBI personnel at RBI premises.

3.2.6 Training for Users

1. It is the bidder's responsibility to create customer education materials and able to provide on call training to LMS users.
2. The bidder should use multiple channels such as videos, pdf, ppt, doc, xls for functional and technical training materials for all the users of LMS application.
3. The bidder is expected to maintain, edit and update all training content in sync with changes made in the LMS solution throughout the contract period.
4. Since the Application will be used by Trainees from Bank and trainers from elite institutions outside of the Bank, the training should be provided in a manner befitting their stature.

3.3 SaaS (Software as a Service)

1. The LMS system is required to be hosted on cloud.
2. The system can be deployed on bidder's own cloud or can be deployed on any other reputed cloud provider.
3. The bidder is required to provide minimum 3 environments i.e. Production, Disaster Recovery and a separate test environment. The bidder is expected to replicate the production environment in the DR and in the test environment in all respects.
4. The system should be available 24x7 with an uptime of 99.9%. The planned down time needs to be communicated 30 days prior to the schedule.
5. The bidders should include the cost of hosting the application in the commercial bid.

3.4 Security Requirements

1. The solution should follow the industry best practices for IT security for similar systems. These best practices should be in-line with the IT practices followed at the Bank.
2. To protect the confidentiality and integrity of information, the solution must not allow the transfer of sensitive information.
3. The solution should protect the information stored from unauthorised access such as other cloud service customers or administrators.
4. In case of cloud computing services move information between different physical equipment and storage mechanisms, the bidder should employ mechanism to prevent access to Personal Identifiable Information (PII) and Confidential Data of the bank.
5. The solution provider should ensure the confidentiality and integrity of information must be sustained and ensured at all levels (including hardware and backups).

6. The bidder should ensure adequate security contractual controls including auditability controls, physical/logical security controls, ability to extract data (e.g., bring the data on premise or move it to another Cloud Service Provider (CSP), alignment with international security standards.
7. The bidder should ensure that there is risk assessment performed to identify the necessary security controls that must be established to manage risks to an acceptable level. The risk assessment must include a gap analysis between (a) RBI's Information Security Policy and Procedures and (b) the security controls operated by the CSP identifying the threats to RBI information.
8. The bidder has to provide adequate assurance that identified risks have been addressed and that the appropriate security controls.
9. The proposed system might need to undergo Vulnerability Assessment, Penetration Testing (VAPT) and other Security and risk assessment before Go Live or might need to share relevant VAPT reports periodically for scrutiny. If there any major gaps in the assessment, it the responsibility of the bidder to fix those the gaps before Go Live.

3.5 Exit Management Plan

1. Upon termination of cloud services, all RBI data must be securely returned / transferred to the Bank.
2. All handed over information must be removed from the system and storage media in secure manner such that any/all the Bank data is irretrievably disposed and certified by an independent agency ensuring the same from cloud provider on behalf of the Bank.
3. The format of the data transmitted from the system to the Bank should leverage standard data formats (e.g. SCORM, OVF, VHD etc.) whenever possible to ease and enhance portability.
4. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with the Bank.
5. The bidder should ensure that all the documentation required for smooth transition including configuration documents are kept up to date.
6. The bidder should ensure that the data is not deleted at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Bank. If data is to be retained the cost for retaining the data may be obtained in the commercial quote.
7. Once the exit process is completed, remove the data, content and other assets from the system and cloud environment and destroy the VM, Content and data of the Bank as per stipulations and shall ensure that the data cannot be forensically recovered.

3.6 Accessibility Requirements

1. The idea of web accessibility is to make the system also open to disabled people.
2. The system should make all functionality available from a keyboard.
3. The users of the system should give enough time to read and use content.
4. The system should not use content that causes seizures or physical reactions.
5. The system should help users navigate and find content.
6. The system should make it easier to use inputs other than keyboard.

4 Scope of Services

1. Description of the envisaged scope is enumerated in the subsequent sections.
2. Based on the contents of the RFP, the bidder shall be required to propose a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource requirements.
3. The bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank.
4. The Bank will not accept any plea of the bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

4.1 Preparation of System Specification Document

1. The bidder is expected to create System Specification documents for the scope of the LMS Implementation. The System Specification Document shall be signed off by the Bank on acceptance of the same.
2. The bidder will build the solution as per the process defined by the Bank. On acceptance of the final solution by the Bank, the Bidder cannot deviate from it under any circumstance unless agreed by the Bank. The agreed solution shall be binding on the part of the bidder and inability to deliver the solution may result in annulling the contract and the same being awarded to another vendor as per the decision of the Bank. The Bank shall impose financial penalties or / and invoke the performance bank guarantee in such circumstances or any other action deemed fit by the Bank.
3. The LMS solution needs to conform to international best practices and standards i.e. ISO 27001 and 27002, COBIT, ITIL. This is applicable either for grounds up development or in case of providing an off the shelf solution. Information Security is paramount to the Bank. Hence during the preparation of document and the implementation, the bidder need to ensure that best practices and conformation to standards such as ISO 27001 are embedded during the design stage and reflected in the documents. Subsequently, the same is implemented in the LMS solution. This is an important aspect of the project.

4.2 Customisation

1. The bidder is expected to provide a system which would require minimal customisation from the core product.
2. The Bidder shall suggest solution architecture and rollout sequence with a detailed rationale for the same, the Bank shall suggest changes to the same to meet desired milestones.
3. The Bidder shall give a detailed documentation on the customization/ development in the software and customization required. The document should contain both the technical and the functional details along with the timeline of the customization required.
4. The document shall also cover product details, required configuration and the customization required in LMS to meet the Banks requirements.
5. All gaps identified during the testing should be resolved by customizing/ developing the proposed solution by way of modifications/ enhancements, as necessary to the Bidder's products with no extra commercial charge on the Bank.
6. The Bidder should carry out all modifications, customization at no additional cost. The customization effort is to be estimated and included within the scope of the project by the Bidder in their technical and commercial proposals.
7. The Bidder should ensure that while applying software patches and in the version migration, the developed/ customized software is also properly migrated to such higher versions or extended versions. It is the Bidder's responsibility to ensure that any customization is compatible with upgraded applications / modules

4.3 Implementation

1. The rollout shall consist of implementing the proposed LMS application, including the customizations and other solutions covered within the scope of the project. It also includes relevant training to all users of the proposed LMS, and submission of manuals.
2. The Bidder for this purpose shall be responsible to set up the production server.
3. The bidder will also setup the LMS solution at the DR site and perform relevant testing to ensure consistency in performance.
4. The implementation phase shall be deemed as completed in all respects only after
 - all applications and services are implemented as per the intent of this RFP;
 - all functionalities mentioned in this RFP have gone live; and

- All the related trainings are completed, and post training assessment carried out by the Bank

4.4 Testing

1. The test environment has to be provided by the Bidder to the Bank users.
2. UAT testing will be carried out by the Bank's team.
3. The testing activities shall include but not limited to the Functional, Performance, Technical and Penetration testing. The Bank may also undertake any other appropriate testing approach.
4. The bidder is expected to fix any gaps identified during testing phase.
5. All security issues identified will have to be either resolved or a mutually accepted remediation should be agreed upon between the Bank and successful bidder review.
6. The Bank shall commence the User Acceptance Testing only after a formal confirmation that the system is ready for UAT is submitted to the Bank.
7. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Bidder. Any exceptions will have to be documented and signed off by the Bank
8. VAPT exercise may be conducted by the Bank, it shall be the bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the Bank during the contract period.

4.5 Roll-out

1. Before the final rollout the Bidder has to complete the development/ customization of the LMS as per the Functional and Technical Specifications agreed with the Bank.
2. The rollout is an end-to-end responsibility with total planning, hand holding support as per the scope of work
3. In case of the Rollout delays by the Bidder the financial Penalty as per the Banks discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the Bank and the successful Bidder.

4.6 Post implementation

1. The Bidder is required to develop a change management methodology to ensure all application changes and technical changes (after go-live), are reviewed, tested, approved, implemented, and verified post implementation.
2. RBI would initiate or invoke penalty clause in case of repeated roll-back of change request (more than 2 roll backs).
3. Any standard functionality available in the proposed LMS would not form part of the Change Request submitted by the Bidder.
4. The change request time estimation would be computed using Function Point Analysis methodology. The unit costs for man-month rate shall be calculated by the Bank by dividing the TCO (Implementation/ Customization/ Configuration) costs by the number of resources deployed during the implementation period. The cost shall be used to calculate the man-month rate for change requests. This rate would be valid for the entire period of 1 year.
5. The Bidder should not add an additional man day of customization over and above the RFP requirements in the commercial bid for calculation of TCO.
6. The bidder will need to assign a manager/engineer for the support activities. The manager/ engineer will act as nodal point for all LMS related queries.
7. The vendor should provide 24*7 on Call support for users of the application.

5 Phase wise deliverables

Milestone /Phase	Deliverable
Issue of purchase order	
Signing of Agreement	
Requirements & Design Phase	System Specification Document includes mapping of system functionality to Bank's processes. Technical solution document with Solution Architecture, security features and best practices to be followed
Implementation Phase	User and technical documentation including Installation, Commissioning, Implementation, security check Manuals
Testing & Go Live	UAT Test plans and test cases UAT Test Results
Creation of training content	Content creation and upload Client training feedback from RBI Employees
Train the Trainers	Train the Trainers workshop
Go-Live	LMS solution available for use for all stakeholders
Implementation and Stabilisation	

6 Post Implementation Support Requirements

6.1 Incident Management and Response Management

The Bidder should provide a mechanism for incident management and responding to and resolution of the incidents as per the requirement.

6.2 Patch Management

1. The bidder should follow the industry standard policy on patch management
2. Critical patches pertaining to security and OS should be tested and applied immediately.
3. Before application of any patch / bug fix, the Bidder is expected to inform the Bank on its details and take necessary approvals. Also, rollback plan should be included as a part of all patch management process.

6.3 Software Maintenance and Support Services

1. The Bidder should ensure that the application does not contain any malware, virus, worms or malicious software. If such malicious software is discovered, the Bidder will ensure that the malicious software is removed at no additional cost to the Bank. The bidder will have to bear the cost, if any, incurred by the Bank in this regard.
2. The Bidder shall ensure that the software does not contain any computer code or any other procedure, routine or mechanism to:
 - Disrupt the functioning of the Bank's systems and networks like Ransomware, Time Bombs / Time Locks, etc.
 - Cause the application to damage or corrupt any of RBI's or its customer's data, storage media, programs, equipment, or otherwise interfere with RBI's operations
3. As a part of Software Maintenance Services during the contract period, the Bidder should provide the following without additional costs to the Bank:
 - Modifications – Include minor changes/ enhancements, bug fixes, error resolutions that are incidental to proper and complete working of the Application

- Enhancements – Include changes required due to modifications in the policies of RBI. Support and update of all OS/RDLMS/Middleware/Core Application if the OEM / Product Vendor releases an enhancement
 - Product Upgrades – Consolidation of all bug fixes, vulnerability remediation, enhancement requests and technological changes incorporated as a part of the product. Includes upgrades to major and minor versions of the proposed LMS Application (encompasses all LMS modules and any third party software) for a period under contract from date of go-live of the last module of the LMS Application. The bidder has to ensure that Bank specific customizations are implemented in the upgraded solution along with migration of existing data.
4. The Bidder would ensure that all bugs are fixed as per the Service Levels. In case of any discrepancies, the Bidder will undertake to compensate the Bank appropriately for any financial loss suffered as determined by the Bank. The overall penalties are limited to 10% of the total project cost, i.e., the agreement between the successful Bidder and the Bank.

6.4 Service Level Management

1. The Bidder shall define, agree, record and manage levels of service for various services provided to the Bank in accordance with the Service Level Requirements set out in the RFP Service Level Agreement (SLA) & Contracting
2. The Bidder shall be responsible for monitoring the service levels against the targets defined in the SLA and reporting the same to the Bank. The Bidder should provide reasons for non- conformance to RBI and develop and implement improvement plans.

7 Payment Terms and Milestones

Bidder will provide the detailed cost sheet. The component wise payment will be as mentioned below. The below payment milestones are on the implementation costs.

Sr. No.	Milestone	Payment
1	Completion of Requirements & Design Phase, customization/ development of solution and implementation	10%
2	Completion of User Acceptance Testing Creation of training content, Train The Trainer	15%
3	Complete Implementation and “Go-live” of the project	65%
4	Receipt of Acceptance of Completion from the Bank (post 90 days of achieving Go-Live) Against BG	10%

8 Other Payment Terms

1. The Total Cost of Ownership (TCO) will be calculated by multiplying per license cost/ cost of license bundle with the number of users. TCO calculation will include the commercials of the licenses for the entire project duration.
2. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.
3. The successful bidder will have to incur the stamp duty for franking of contract documents. The stamp paper and franking needs to be done in Mumbai only.
4. Any objection/ dispute to the amounts invoiced in the bill shall be raised by RBI within reasonable time of 90 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) working days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire project period and subsequent

- agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
5. If the contract is extended beyond one year then all the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter.
 6. The fees payable by the Bank to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), transportation, installation, that may be levied, imposed, charged or incurred and RBI shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. RBI shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.
 7. Any variation (upward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by the Bank. Any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price, the benefit will be passed to the Bank and adjusted in the payment milestones. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
 8. If the Bank has to pay taxes for any of the items or supplies made in terms hereof by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder fails to reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from RBI along with the interest calculated as per the tax rate prevailing at the time of actual payment.
 9. Terms of payment indicated in the Contract that will be issued by RBI to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder”. Bidder should ensure that the project should not suffer for this reason.
 10. The Bidders should note that the contract entered with the successful Bidder will be for implementation and post go-live period of 1 year and extendable by another 3 years at the Bank’s discretion on yearly basis. The Bank will have the right, in its sole discretion to renegotiate the prices/ terms and conditions.
 11. The per license cost needs to be proportionally decreased in case the number of users are increased from the existing requirements of 200 users.
 12. There would be no increase in per license cost for the period of contract and the extendable period of 3 years if any.

9 Service Level Agreement (SLA) & Contracting

1. The Bidder shall be bound by the Service Levels described in this document for proposed LMS application, software performance and production servers and DR sites.

2. In case of unavailability of the LMS application, RBI user or Bidder's representative resources will raise the ticket. The downtime will be ascertained from the ticket logging time to till its resolution.

9.1 Terminologies Used

1. Service Levels are calculated based on the "Business Utility" of the solution, which is described as the ratio of "System Available for Actual Business Hours" to the "Scheduled System Availability for Business"

$$\frac{\{\text{Scheduled Business Operation Hours (S}_{BOH}\text{)} - \text{Business Downtime (S}_{BDT}\text{)}\}}{\text{Scheduled Business Operation Hours (S}_{BOH}\text{)}}$$

$$\text{BU (\%)} = \frac{\text{S}_{BOH} - \text{S}_{BDT}}{\text{S}_{BOH}} * 100$$

2. The "Scheduled Business Operation Hours" for a given time frame are calculated after deducting the planned downtime.
3. Downtime can be scheduled for the system only with prior notice to the Bank and with mutual consent between the Bank and the Bidder.
4. "Business Downtime (BDT)" is the actual duration for which the system was not able to service Bank or the Clients of Bank, due to System or Infrastructure failure as defined by Bank and agreed by the Bidder. The "Business Downtime" would be calculated on daily basis and for all performance appraisals, the daily downtime would form part of core measurement for assessment/escalation/penalty, etc.

9.2 Purpose and Objectives of SLA

1. Bank intends to enter into a Service Levels Agreement (SLA) with the successful Bidder in order to provide complete utility of the service that could be provided to Bank once the "LMS Application" is in place.
2. The SLA shall be included in the contract agreement as mentioned in the document and identifies the expectations of Bank and defines the Scope and Boundaries for the successful Bidder to provide maximum "Business Utility".
3. Any issue could be classified under the following four categories:
 - Level 1- 2 hours : The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most of the critical services to all the RBI. The Level 1 issues should be resolved within 2 hours.
 - Level 2 - 4 hours : The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the RBI.
 - Level 3 - 1 day : The identified issue has normal impact on the Business and needs to be addressed at the earliest. This level would typically correspond to issues which result into disruption of one or more services to one or more but not all RBI.
 - Level 4 - maximum 2 working days : The identified issue has almost no impact in terms of Business. However, issue needs the attention of the Bidder and shall be fixed on lesser priority.
4. It is expected that the Bidder provides an immediate solution/ work around for "Show Stopper" issues so that Bank can continue to function normally and then resolve the issue on priority by conducting a "Root Cause Analysis".

10 Overall Liability of the Bidder

The Bidder's aggregate liability in connection with obligations undertaken as a part of the LMS Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting misconduct or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

11 Terms and Conditions

The Bank will enter into formal Contract with the successful bidder and Bank reserves the right to add, delete, modify or alter all or any of terms and conditions in any manner, as deemed necessary before signing the final agreement.

11.1 Use of Contract Documents and Information

1. The successful Bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

2. Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.

3. The successful Bidder shall not, without the Bank's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

11.2 Indemnification

1. The successful Bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India or outside India.

2. The successful Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

3. The Bank will give notice to the successful Bidder of any such claim and shall provide reasonable assistance to the Successful Bidder in disposing of the claim.

4. The successful Bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the Successful Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

11.3 Earnest Money Deposit

1. Bidder may submit the Earnest Money Deposit (EMD) of INR 20,000 by NEFT / IMPS to the following account:

A/c no. : 41869163204

Beneficiary Name: Reserve Bank of India, Mumbai

IFSC- RBIS0COD001 (7th character alphabet O, rest zero's)

2. If the EMD is received after the designated date and time for submission of the Bid, the Bank, at its discretion may reject the bid.

3. EMD of the successful bidder will be returned on submission of the Performance Bank Guarantee of 10% of the contract price. The EMD will not carry any interest.

11.4 Non Negotiability on RFP

1. The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder should make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.
2. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this bid will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.
3. The Bidders shall adhere to the terms of this RFP. Deviations will be accepted as per Bank's discretion.

12 Evaluation Process

12.1 Objective of Evaluation Process

1. The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution in a fair and transparent manner and the Bank would be guided by this in carrying out the evaluation of bids. The decision of the Bank shall be considered final.
2. For the purpose of the evaluation and selection of Bidder for the LMS implementation project, a three-staged evaluation process will be followed.
3. First of all, the Bidder has to comply with the minimum eligibility criteria as per below table to qualify to participate in the Technical Bid evaluation process. Those Bidders who qualify the pre-qualification criteria will only be eligible to participate in the 'the Technical Bid' and 'the Commercial Bid' process.
4. The Bidder has to submit the documents for minimum eligibility criteria along with the Technical bid.
5. The Bidder has to submit 'Technical Bid' keeping in view the information / criteria mentioned in sections Requirements for Learning Management System of this document by the date and time stipulated as in the RFP Schedule.
6. 'Technical Bid' will contain the exhaustive and comprehensive technical details. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.
7. The 'Technical Bids' will be opened on the date mentioned at the RFP Schedule and subsequently evaluated on certain pre-determined criteria and a technical score would be arrived at. It is mandatory to score a minimum cut-off marks, which will be determined by the Bank's evaluation committee, of the total 100 marks allocated for the Technical evaluation. The Bidder scoring the highest technical score will be ranked as T1 and so on. Bidders who do not achieve the cut-off on any of the parameters as determined by Committee will be disqualified from the bidding process further. However, the Committee reserves the right to relax any of the parameters if the need arises.
8. In the third stage of evaluation, the commercial bid submitted by the Bidders will be opened and thereafter, Bidders who have qualified in the Technical evaluation process shall be invited to

participate in Commercial bidding process. After the Commercial bidding process is complete, all bids of the Bidders would be ranked as L1 (lowest bid), L2 and so on.

9. Post selection of the Bidder, the Bank shall return the Earnest Money Deposit to the unsuccessful Bidders within 30 days of formal declaration of results.
10. Bank may call for any clarifications / additional particulars required, if any, on the Pre-qualification / technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within 2 working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.
11. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

12.2 Minimum Eligibility Criteria

Sr No	Eligibility Criteria	Documentation Required
1	The bidder should be a Company registered under the Companies Act of India or LLP / firm registered under the respective Acts of India.	Applicable tax registrations (PAN, GST etc.) supported by documentary evidence. Documents evidencing registration with the Registrar of Companies (ROC)/Firms, as the case may be, should also be submitted.
2	The Bidder should have a positive net worth and profit after tax	Audited financial statements indicating the net profit and the net worth for last 3 years as required set forth in the eligibility criteria. OR Auditor / Chartered Accountant Certificate
3	The bidder should have prior experience in implementing at least 3 Learning Management Systems.	A) Bidder to submit satisfaction/ credential letter from the client clearly stating the scope of work and number of customers serviced OR Completion letter from the client indicating the scope of work executed by the bidder and number of customers serviced B) Copy of purchase order and completion certificate between the bidder and its client and documentary evidence proving the number of customers The onus of proving the credential via documentary evidence will fall on the bidder.
4	The bidder(s) should not be currently blacklisted by any financial institution/regulator.	A self-declaration on the company letter head stating that the company is not barred any financial institution / regulator in India or abroad.

All documentary evidence should be duly signed and stamped by the Bidder. The bidder should submit all the relevant documents for any exemption/deviation that it requests the Bank to consider. The Bank will take a call on the same.

12.3 Technical Bid Evaluation

The overall score for Technical evaluation of the bidder would be 100 marks with the following break-up:

Evaluation Category	Max Marks
Functional Requirements(FR)	40
Technical Solution (TS)	20
Product Walkthrough (PW)	20
Reference Sites (RS)	10
Project Management (PM)	10
Total	100

Table 1 Technical Marks

- The Bidder should score cut-off of 70% of the total 100. i.e., at least 70 marks to be invited for commercial evaluation.
- The Bank may disqualify any Bidder who does not achieve the cut-off on any of above mentioned bidding parameters from the bidding process.
- However, it is the banks discretion to ask for any additional documents, inputs or proof of concepts at later point of time for the purpose of bidder evaluation.

12.4 Scoring Methodology for Functional Requirements(FR)

Functional requirements are segregated into three categories determined by the criticality of the requirement. These categories are as follows:

Knockout (K): Knockout Requirements are those requirements which are extremely critical to the achievement of the Bank's objectives and are to be met in their entirety in the precise manner as documented in the requirements.

Business Critical (B): Business Critical Requirements are those requirements which are extremely critical for the proper functioning of the Bank but can be met by the Bidder in any form that the Bidder deems most suitable. The objective of the activity, however, should be necessarily met as documented in the requirements.

Desirable (D): Desirable Requirements are those requirements that are desired by Bank, but are not critical for the operations of the Bank.

The bidder should provide a response to each of the requirements, which could be any one from the following categories:

- **Available:** Features available in the product; readily available for deployment.
- **Workaround:** The function would require modification of system not amounting to customisation of the system, by the Bidder's programming staff, and the Bidder shall provide these features at no additional costs.
- **Customization:** The function since not available in the product as it is would require customization by the Bidder's programming staff and the Bidder shall provide these features at no additional cost.
- **Not Available:** The function is not available in the product and would require a paid customization.

The response should be given by marking under the category, which shall apply to the requirement. Where a response requires explanation, the Bidder has to provide the explanation in the COMMENTS column or on a separate page, if necessary, with reference to the requirement number.

The responses of the Bidders to the requirements shall be scored as given below in the table below:

Functional Requirements Scoring Mechanism for bidders

Requirement Bidder Response	Knockout Requirements (K)	Business Critical (B)	Desirable Requirements (D)
Available (A)	9	7	3
Workaround (W)	7	5	2

Requirement Bidder Response	Knockout Requirements (K)	Business Critical (B)	Desirable Requirements (D)
Customization (C)	3	2	1
Not Available (NA)	0	0	0

12.5 Scoring Methodology for Technical Solution (TS)

- 1 The Technical requirements cover the capability of the system that is proposed by the bidder as a part of the solution.
- 2 The bidder is expected to provide, as a part of the technical bid, a detailed document that explains the general solution architecture including aspects such as solution design & architecture, IT security feature etc for the LMS proposed by the Bidder. The response should also include details the production server deployment strategy.
- 3 The bidder has to provide Back up, Storage, Recovery Time Objective (RTO), Recovery Point Objective (RPO) strategies.

12.6 Scoring Methodology for Reference Sites (RS)

1. The Bidder should provide the details of implementations involving modules proposed by the Bidder for the scope as defined in above including detailed Scope of Project, rollout strategy and plan, etc. It is expected that the Bidder provides the details for each of the implementations separately covering the complete scope of work.
2. The references provided will be marked by the Bank depending on the below parameters:

Sr. No.	Number of References	Marks
1	3-5	3
2	6-7	7
3	8 and above	10

3. The Bank at its discretion may reject the proposal of the bidder without giving any reasons whatsoever, in case the references received do not pertain to the solution required by the Bank's.

12.7 Scoring Methodology for Product Walkthrough (PW)

- 1 The Bidder is required to arrange for a Structured Walkthrough of the solution offered in response to RFP in a place where all the functionality can be demonstrated to the satisfaction of the Bank's team.
- 2 During the structured walkthrough, the Bank may seek explanations on various technical and other requirements.
- 3 The cost for set up for the structured walkthrough will be borne by the Bidder. The Bank will not bear the expenses incidental to conducting the Structured Walkthrough by the Bidder and his team.
- 4 Each question in the questionnaires prepared by Bank would be verified by the officials of the Bank and appropriate response will be recorded. Any workarounds suggested by the Bidder for functionality may be considered by Bank personnel and details recorded.
- 5 Additionally, the Bank team will verify the overall functionalities and technical architecture of the proposed solution and record the observations.

12.8 Scoring Methodology for Project Management (PM)

The Bidder is expected to provide, as a part presentation to the Bank's evaluation Committee explain the approach and methodology proposed by the Bidder for the implementation of the proposed solution.

The "Approach and Methodology" adopted for the Implementation would be evaluated by the Committee and would cover the following:

- Project Plan
- Deliverables

Project Plan - It is expected that the bidder gives a Project Management Plan for each of the activities and the implementation schedule.

Deliverables - The Bidder is expected to list down various list of deliverables that will be delivered by the bidder during the project.

12.9 Disqualification parameters in Technical Bid Evaluation

1. If only one Bidder qualifies on technical parameters, the Bank at its discretion may select more than one bidder for commercial evaluation or the Bank, at its discretion, may choose to open the commercial bid of the only Bidder who qualifies.
2. The Bidder should provide 100% of Functional requirements as per the checklist, to be shared at later stage as either Standard Fit or Workaround or Customization or Not Available to be considered for evaluation. The Bank reserves the right to reject the bid if the Bidder does not respond / leaves the response field blank for any of the requirements
3. The Bank will reject the bids of bidders who did not achieve either the minimum cut-off for the parameters as per the scoring table or the overall cut-off of 70%
4. The Bank at its discretion may reject the proposal of the bidder, in case the responses received from the reference sites are negative.
5. The Bank reserves the right to disqualify any bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process
6. And any other disqualification criteria mentioned in this RFP.

12.10 Commercial Bid Evaluation

1. Commercial bids of only those Bidders who qualify the technical evaluation shall be opened.
2. The bidder is expected to provide the costs that shall be charged to the Bank on a yearly basis for the duration of the contract, i.e. one year.
3. The Bidder is expected to submit the Commercial bid inclusive of all applicable taxes and taxes /levies must be indicated separately.
4. The Technically Qualified bidder with the lowest Commercial Bid after scrutiny would be will be selected and declared as the successful bidder.
5. In case of a tie of Total marks between two or more bidders, the Bid with higher technical score would be chosen as the successful bidder.
4. The Bank will notify the name of the successful bidder. The Bank will not send any communication to the disqualified bidders.
5. Commercial bid valuation shall be considered as per the Correction of Errors below in the document in case of any kind of discrepancy in total cost calculation.
6. No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited.

12.11 Commitments

All quotes should be submitted initially on the most complete basis and with the most favourable financial terms available. The selected vendor's proposal may, at the Bank option, be made part of the final purchase contract and all representations in the vendor's proposal may be considered commitments to supply the system as described.

12.12 RFP Revisions

The Bank reserves the right to change the schedule or issue amendments to the RFP at any time. The Bank also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be notified individually to each participating vendor.

13 Bidding Process

13.1 Instructions for Bid Submission

1. In case the Commercial Bid amount is indicated in any manner or form in the Technical Bid, then that Technical Bid would be disqualified and would NOT be processed further. The bid amount should only be indicated in the Commercial Bid.
2. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted. The bidders will need to submit the Technical and Commercial Bids on the same day as mentioned in the RFP Schedule.
3. The entire bidding process would be conducted through the e-tendering portal of MSTC Ltd. The URL for the same is <http://www.mstcecommerce.com/eprochome/rbi>
4. All respective technical and commercial bids need to be submitted through MSTC portal only.
5. The opening of bids (technical & commercial) for this RFP will be through the MSTC Ltd. ecommerce web portal.
6. The bids will be submitted in three parts on the MSTC web portal:
 - a. **Pre-requisites:** Compliance to Non-disclosure agreement (NDA)
 - b. **Technical Bid:** This bid comprises of the technical evaluation response
 - c. **Commercial Bid:** This bid comprises of the commercial evaluation response
7. The authorized signatory for the bid (technical & commercial) needs to have a digital certificate with signing and encryption rights.
8. The Bidders must ensure that the Non-disclosure agreement (NDA) needs to be signed by the Bidder's Authorized Signatory. Relevant documentary evidence authorizing the authorized signatory to sign must be uploaded along with the technical bid. The hardcopy of the NDA will be retained by the Bank.
9. The Bidder must submit the Commercial bid inclusive of all applicable taxes for each line item.
10. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the bidding process.
11. Receipt of the bids shall be closed as mentioned in the RFP Schedule.
12. The technical bids will be opened as mentioned in RFP Schedule.
13. Bidders who do not achieve the cut-off on any of the bidding parameters or the overall cut-off score will be disqualified from the bidding process and their commercial bids will not be opened. Commercial bids of only the technically qualified bidders will be opened. Commercial Bid opening schedule will be intimated to the Technical Qualified Bidders as mentioned in the RFP schedule

13.2 E-Tendering Registration and Bid submission

1. The Bank has entered into an agreement with MSTC Ltd. for e-tendering services. The bidder is expected to register themselves on the MSTC Ltd. Ecommerce Web portal. The bidder is expected to have a Digital certificate with encryption and signing rights. The vendor registration on the MSTC Ltd. Ecommerce Web portal is present on the MSTC website.
2. It is the bidder's responsibility to register on the MSTC Ltd. Ecommerce Web portal and obtain the necessary digital certificate
3. The bank has uploaded the entire RFP on the MSTC Ltd. Ecommerce Web portal (<http://www.mstcecommerce.com/eprochome/rbi>)
4. As per MSTC rules the bid participation fees will have to be paid by the bidder.

13.3 General Guidelines

1. The offers should be made strictly as per the formats specified.
2. A self-declaration may be given by the Bidder stating that "No relative of the Bidders is working in the Reserve Bank of India". If anyone working in the Bank is related to the Bidders, the name, designation and the department where the person is posted may be given.
3. The Bid should not contain any erasures, over-writings or corrections using whiteners. Any corrections to be made would be by striking through the content being corrected and duly authenticating the corrections
4. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
5. No rows or columns of the bid should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
6. The Bank may at its discretion abandon the process of the selection of Bidder any time before notification of award.
7. All information (bid forms or any other information) to be submitted by the Bidders must be submitted on the MSTC Ltd. Ecommerce web portal. The Bidders may note that no information is to be furnished to the Bank through e-mail except when specifically requested for. Bank can seek clarification/ information from the Bidder if required.
8. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id (rbiacademy@rbi.org.in). For this purpose, communication to any other email id or through any other mode will not be entertained.
9. The bids will be opened in the presence of authorized representatives of the Bidders. However, the representative of the Bidder has to produce an authorization letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. A maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled date/time at the sole discretion of the Bank.

13.4 Clarification on the Bid Document

1. For any clarification with respect to this RFP, the Bidder may send an email to rbiacademy@rbi.org.in .
2. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
3. Bidders should provide their email address in their queries without fail since replies from the Bank will be by emails only.

13.5 Amendments to Bid Document

1. Amendments to the Bid Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder,

- prior to the deadline for the submission of bids, which will be placed on the MSTC web portal.
2. The amendments so placed on the MSTC web portal will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, the Bank may at its discretion extend the deadline for submission of bids.

13.6 Language of Bids

All bids and supporting documentation shall be submitted in English.

13.7 Period of Bid Validity

The Bids will be treated as valid for a period of 90 days from the closing date for submission of the bid.

13.8 Format and Signing of Bid

The bid should be signed by the Bidder or any person duly authorized to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. All pages of the bid documents except brochures if any are to be signed by the authorized signatory. All the pages of the bid should be serially numbered.

1. Forms with respective Power of Attorney should be submitted and signed by the authorized signatory. Unsigned bids would entail rejection of the bid.

13.9 Correction of Errors

Arithmetic errors in bids will be treated as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
2. Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
4. If there is discrepancy between unit price and total price, the unit price shall prevail for calculation of the total price
5. If there is a discrepancy in the total, the correct total shall be arrived at by Bank
6. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the Bank will be free to accept the Total Bid amount as mentioned in the field "Total Cost of Ownership (TCO)".

13.10 Acceptance or Rejection of Bid

1. The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

13.11 Duration and Condition of Engagement

1. The Bank shall engage and appoint the successful Bidder to provide services as detailed in paras 4&6 of this document and in consideration of remuneration payable by the Bank to the Bidder. Post go-live there shall be an acceptance period of 90

- days to ensure all bugs are fixed. Subsequently the Bank shall issue an Acceptance Certificate to the Bidder. This shall mark completion of the implementation phase of the LMS solution.
2. The Bank will reserve the right to terminate the services of the successful Bidder at any point of the Project (during the implementation phase and post go-live) without assigning any reasons. In such cases the Bank may consider making payment commensurate with the last completed phase.
 3. Information collected or provided to the Bidder would be confidential and shall not be used by him for any other purpose. The work/study carried out by the Bidder would be the sole property of the Bank. The successful bidder will sign a confidentiality agreement with the Bank.
 4. At no point should Bidder use the name of the Bank without prior written permission as a reference or to advertise itself in anyway.

13.12 General Terms and Conditions

1. The term of this Bidder assignment is for a period of 1 years from successful go-live or from the date of acceptance from the Bank or such extended period as may be mutually agreed up on.
2. Adherence to terms and conditions: The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such bidders will be disqualified and will not be considered for the selection process.
3. DISCLAIMER: RBI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/person acting on or refraining from acting because of any information including statements, information, forecasts, estimates, projections, etc. contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, etc. on the part of Bank and/or any of its officers, employees, etc.
4. Execution of SLA: The Bidder should execute a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank
5. A declaration may be given by the Bidder stating that "No relative of the Bidders is working in the Bank ". If anyone working in the Bank is related to the Bidders, the name, designation and the department where the person is posted may be given. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and performance bank guarantee will be invoked. The company or firm or the person will also be debarred for further participation in the concerned unit. The relatives for this purpose are defined as:-
 - Members of a Hindu undivided family (HUF).
 - Husband and Wife.
 - If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law)

13.13 Other Terms and Conditions

Reserve Bank of India reserves the right to:

1. Reject any and all responses received in response to the RFP without assigning any reason whatsoever
2. Cancel the RFP/Bid at any stage, without assigning any reason whatsoever

3. Waive or Change any formalities, irregularities or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly and publicly notified on RBI's website before the closure of the bid date.
4. Extend the time for submission of all proposals and such an extension would be duly and publicly notified on RBI's website.
5. Select the next eligible Bidder (L2) if the first successful Bidder (L1) evaluated for selection fails to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to any queries made by any Bidder, with all other Bidder(s) /others on RBI's website, in the same form as clarified to the Bidder raising the query.
7. The proposed team members should possess the knowledge and necessary experience and should be deployed in the relevant phases as per the requirements of the LMS Project.
8. The key persons identified for the project should carry out the development from the bidder's premises, the Bank will only provide a test server during the testing phase. However, if required, testing maybe carried out by RBI personnel at the bidder's development centre during the project implementation phase.
9. All clarification requests have to be informed to the email address mentioned above. If the Bank in its absolute discretion deems that the originator of the clarification will gain any advantage by a response to a question, then Bank reserves the right to communicate such query and respond to all respondents of the RFP. The successful Bidder cannot participate/ bid for providing any other services/ products under the LMS project unless specifically approved by the Bank.
10. Substitution of Project Team Members: During the assignment, the substitution of key staff such as Project Manager or any key Team Members identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming liquidated damages. However, the Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required as per this RFP) during the course of assignment.
11. Professionalism: The Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.
12. Adherence to Standards: The Bidder should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.
13. No legal binding relationship: It may be noted that no binding legal relationship will exist between any of the Respondents of this RFP and the Bank, until execution of a contractual agreement.
14. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the successful Bidder.
15. The Bank reserves the right to ascertain information from any of the Institutions which the Bidders have rendered their services for execution of similar projects.
16. The Bank shall disqualify any bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process.

13.14 Expenses incurred by successful Bidder on the project

1. Expenses: The Bank will not pay any amount /expenses /charges /fees /travelling expense /boarding expenses /lodging expenses /conveyance expenses /out of pocket expenses other than the “Agreed Professional Fee”.
2. However, travelling, boarding and lodging expenses, if any, for site visits for project related work will be discussed with the Bank as to the need, duration, number of personnel involved, mode of transport and will have to be cleared by the Bank in advance in writing. Settlement of bills in such cases will be at rates applicable to Grade B officers of the Bank against production of tickets and bills. The above is not applicable for any costs incurred related to deployment, installation, commissioning of hardware & software or any training related costs across the Bank.

13.15 Evaluation and Comparison of Bids

1. Only bids from Bidders meeting the defined requirements and submitting complete and responsive bids will be processed to the stage of being fully evaluated and compared. The evaluation criteria shall be based on the requirements, stated in this document.

13.16 Notification of Awards

1. The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to:

The Chief General Manager-In Charge
Human Resource Management Department (HRMD)
Reserve Bank of India
20th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

13.17 Authorized Signatory for signing the contract

1. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The authorized signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the bidder. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

13.18 Signing of Contract

1. The Bidder shall be required to enter into a contract with Bank, within 15 days of the award of the bid or within such extended period mutually agreed by both parties.

13.19 Vicarious Liability

1. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Bidder shall be paid by the Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's

employees, agents, contractors, subcontractors etc. The Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.

13.20 Non Payment of Professional Fees

1. If any of the items/activities as mentioned in the price bid and as mentioned in Commercial Bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the Bidder in the Price Bid against such activity/item.

13.21 No Employer-Employee Relationship

1. The successful bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, shall not have / deemed to have any employer-employee relationship with the Bank or any of its employees /officers / staff / representatives / personnel / agents.
2. A self-declaration is required from the successful bidder as part of the technical bid.

13.22 Design Ownership

1. The ownership of the design for the LMS specific to the Bank and all related application suites interface designs, customizations design etc., and related Intellectual Property Right (IPR) will lie with the Bank only. All bidders will need to adhere to this.

13.23 Proposal Response

1. The bidder must submit their technical and commercial response to this RFP on the MSTC Ltd. Ecommerce Web portal. Refer the relevant instructions for submitting the bids.

13.24 Technical and Commercial Bid: Applicable only for the qualified Bidders

1. The Bidder must submit the technical and commercial documents on the MSTC Ltd. Ecommerce Web portal.
2. TECHNICAL BID: The Technical Bid section shall contain the technical proposal as per the requirement of the Bank along with duly signed documents/items as mentioned in the Submission Checklist.
3. The Non-Disclosure Agreement is required to be signed by the Bidder.
4. COMMERCIAL BID: The bids will be submitted on the MSTC Ltd. Ecommerce Web portal.
5. The pages of the technical and commercial proposals should be properly numbered.
6. The Bidder should submit in their response, the details of application / solution architecture covering the following points:
 - a) Design
 - b) Response time for retrieval of documents, maximum document size supported per item
 - c) Learning work-flow mechanism specification

- d) Back up, Storage, Recovery Time Objective (RTO), Recovery Point Objective (RPO)
7. All the pages of the proposal, appendices and documentary proofs should be numbered.
 8. The bid responses should include Copy of the Bid document along with all clarifications released by the Bank duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word format. The email address and phone / fax numbers of the Bidder shall also be indicated.
 9. Only one Submission of response to RFP by each Bidder / respondent will be permitted.
 10. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder.
 11. The authorized signatories of the Bidder should initial on all pages of the technical and commercial proposals.

14 Non-Disclosure Agreement Format

Non-Disclosure Agreement

(On INR 100 stamp paper)

The Chief General Manager-In Charge
RBI Academy, Human Resource Development Department
Reserve Bank of India
20th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for implementation and maintenance of Learning Management System in Reserve Bank of India (RBI), we may have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to RBI and its business that is provided to us pursuant this Agreement. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner]
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners/directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Supply, Delivery, Installation, Support/ Services, Training, Testing, Commissioning, Warranty & Maintenance of LMS;
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We acknowledge that the Confidential Information will not form the basis of any contract between you and us
10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

We have read this Agreement fully and confirm our agreement with its terms

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Implementation Partner]

Name:

Position:

Date: