



**Reserve Bank Staff College
Reserve Bank of India
Chennai**

TENDERDOCUMENT

**Empanelment of Vendors for Design, Development and Maintenance
Support of e-Learning Content 2019-2022**

Reserve Bank of India invites applications from eligible and reputed Bidders for design, development and maintenance support of e-learning content/material for the three-year period 2019-22. The tender document is uploaded in MSTC Portal (www.mstcecommerce.com/eprochome/rbi) and also available at RBI Website (www.rbi.org.in). The Bidders should electronically submit their proposal, as per the instructions regarding E-Tender, by uploading all supporting documents, complete in all respects **on or before June 03, 2019 up to 02.00 P M**. The Bidders intending to apply for the above tender may submit their applications as per the requirement given in the following pages. The duly completed application form along with all the necessary documents should be uploaded in MSTC portal.



**Reserve Bank Staff College
(Reserve Bank of India)
Chennai**

Part I

Tender

For

**Empanelment of Vendors
for Design, Development and Maintenance Support of e-Learning Content
2019-2022**

RBI/RBSC//337//18-19/ET/337

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Reserve Bank of India
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Following terms are used in the document interchangeably to mean:

1. The Bank means 'Reserve Bank of India', and it includes all its Offices, sub-Offices and Training Establishments in India.
2. Recipient, Respondent and Bidder means the respondent to the TENDER document
3. Tender means TENDER response documents prepared by the bidder and submitted to the Bank
4. SCORM means Sharable Content Object Reference Model
5. AICC means Aviation Industry CBT (Computer-Based Training) Committee

RESERVE BANK STAFF COLLEGE, CHENNAI
IT CELL

DISCLAIMER

Reserve Bank Staff College, Chennai has prepared this document to give back ground information to the interested parties on the tender for “Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2019-2022” at Reserve Bank Staff College (RBSC), Chennai. While Reserve Bank Staff College has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisor

Reserve Bank Staff College reserves the right not to proceed with the Contract or to change the configuration of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/RBSC//337//18-19/ET/337
b. Name of Tender	Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2019-2022.
c. Mode of Tender	e-Procurement System (Online Part I – Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	03/05/2019 from 2.00 P M
e. Earnest Money Deposit	₹ 1,60,000/- from each bidder.
f. Pre Bid Meeting	13/05/2019 at 11.30 A M at Conference Room, RBSC
g. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	15/05/2019 from 02.00 P M
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	03/06//2019 at 02.00 P M
i. Date/ time/Venue of opening of Tender Part I	03/06/2019 at 03.00 P M at Reserve Bank Staff College. (Part II will be opened on a later date after evaluation of Part I. Opening of Part II will be intimated to qualified bidders)
j. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through /NEFT/RTGS in favour of MSTC LIMITED
k. Address for Communication	The Principal Reserve Bank Staff College 359, Anna Salai, Teynampet, Chennai 600 018 e-mail:- principalrbsc@rbi.org.in

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprchome/rbi

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI/MSTC, (before the scheduled time of the e-tender).

Contact person (RBSC):

1. Shri Shaji Thomas (Manager, Estate and IT Cell)
044-24302728/ 9445245365/ (shajithomas@rbi.org.in)
2. Shri Naveen Gavitt (Assistant Manager, IT Cell)
044-24302795/ 09067340656 (nrgavitt@rbi.org.in)

Contact person (MSTC Ltd):

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733
2. Shri. Santhosh Kumar 8884600700 [/skrajendran@mstcindia.co.in](mailto:skrajendran@mstcindia.co.in)
Google hangout ID- (for text chat)-mstceproc@gmail.com

B) System Requirements:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature

- iv) Latest updated JRE 8 (x86 Offline) software downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE:- Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with

MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

Earnest Money Deposit for a sum of ₹.1,60,000/- shall be remitted to Bank Account of Reserve Bank Staff College. The account details for NEFT/RTGS transactions are as follows.

Beneficiary Name: RBSC CHENNAI

IFSC: RBIS0SCPA01

Account No.: 186003001

Proof of remittance with transaction number (Scanned copy) shall be attached/uploaded. **Bidders are advised to remit EMD well in advance to avoid last minute hassle.**

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to principalrbsc@rbi.org.in.

EMD shall also be submitted in the form of Bank Guarantee ([Annexure III](#)) at the Estate Cell, Reserve Bank Staff College, Chennai - 18. A tender which is not accompanied by such EMD will not be considered. Scanned copy of EMD shall be uploaded in MSTC site.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course.

- a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → *e-procurement* → *PSU/Govtdepts* → *Login under RBI* → *My menu* → *Auction Floor Manager* → *live event* → *Selection of the live event*.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid

&Commercial bid have been saved, vendor has to click on the “Final submission” button to register the bids

- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprhome to familiarize them with the system before bidding.

Vendors are requested to quote Price Bid inclusive of GST and all other applicable Taxes and other charges, etc. No change in quoted rates will be accepted.

MSTC portal will be available for uploading documents and rates from 02.00 P M on May 03, 2019 to 02.00 PM on June 03, 2019.

Section I

RESERVE BANK STAFF COLLEGE CHENNAI-600018

Notice Inviting Tender (NIT)

Reserve Bank Staff College, No.359, Anna Salai, Teynampet, Chennai – 600 018, (hereinafter referred to “the College”), invites E-tenders under Two Bid system (Technical-Part 1 & Financial Bid - Part II) for “**Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2019-2022**” at the College. The agreement shall be for provision of the said service for a period of three years i.e. from July 01, 2019 to June 30, 2022.

The Bidders should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before June 03, 2019 up to 02.00 p.m. Tenderers shall submit tender proposal along with refundable EMD of ₹1,60,000/-, as prescribed in the tender. The technical bids (Part I) will be opened electronically on June 03, 2019 at 03.00 pm. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part II) of only those bidders who are found to be eligible on evaluation of their Part I documents and site visit, etc., will be opened on a later date, after intimating them.

Tender document can be downloaded from RBI website- www.rbi.org.in - and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

The Chief General Manager/Principal
Reserve Bank Staff College
359, Anna Salai, Teynampet
Chennai- 600 018

Section II

Form of Tender

The Principal,
Reserve Bank Staff College,
Teynampet,
Chennai

Place:-

Date:-

Dear Sir,

We have carefully examined the conditions, technical specifications, scope of work, etc., to the work specified in the Memorandum hereinafter set out and having understood the said conditions, technical specifications, scope of work, etc., and acquired the requisite information relating thereto as affecting the Tender, we hereby offer to execute the works specified in the said Memorandum during the time specified in the said Memorandum at the rates mentioned and in accordance with all respects of specifications, and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special and technical conditions, conditions hereinbefore referred to, specification and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Providing Design, Development and Maintenance Support of e-Learning Content - 2019 - 2022 at Reserve Bank Staff College, Chennai-
(b)	Estimated cost	Rs.80,00,000/-
(c)	Earnest Money	Rs.1,60,000/-
(d)	Validity of quoted rates	Three years
(e)	Mode of Payment	As per Clause (i) of Section X (Other Requirements) of Tender Document.

- I/we undertake to offer my/our services in conformity with scope/nature of work and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
- Should this tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors or assignees or nominees such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.
- I/We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender and this period of validity can be

extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money deposit valid during the entire period of validity of Tender.

5. I/We have deposited a sum of Rs.1,60,000/- as earnest money with the Reserve Bank Staff College, which amount shall not bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank Staff College.
6. I/We, do hereby declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended / delisted /disqualified by any organization including Reserve Bank of India/Reserve Bank Staff College for any reason nor any such proceedings are pending or contemplated. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
7. The Tender is submitted in two parts, ie; Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the Price in the Bank's e-Tender proforma.
8. The details of our bankers as per the format ([Annexure VI](#)) are uploaded
9. The list of our clients with complete details as per the Bank's proforma ([Annexure-VIII](#)) is uploaded.
10. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to RBSC verifying any or all the information furnished in this document with the concerned authorities, if necessary.
11. I/We understand that you reserve the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefore.

Dated this _____ day of _____ 2019.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

Name, address and date _____

(2) Signature with _____

Name, address and date _____

Section III

A. Eligibility Assessment

Check list of Documents to be uploaded: Bidders should upload in MSTC portal the following documents in respect of fulfilling their eligibility with suitable file names as indicated.

- 1) Form of Tender (to be signed by the authorised signatory)
- 2) Company profile as per [Annexure-I](#), alongwith supporting documents.
- 3) Copies of detailed Purchase Order/s / Work Order/s indicating scope and value of work/s of providing similar works, issued before April 30, 2014 (for establishing five years' the experience) (File name eg: WO1, WO2, etc.).
- 4) Copies of detailed Work Order/s indicating scope and value of similar work/s carried-out on or after April 30, 2014(QWO1,QWO2,etc.).
- 5) Documentary evidence to establish that the bidder has worked with minimum of three organizations of which one is in the Banking or Financial Sector.
- 6) Self Declaration – Legal Requirements- in [Annexure II](#)
- 7) Declaration that the company is not debarred from contracting with any legal entity in India.
- 8) Filled in [Annexure III](#).
- 9) Proof of remittance of EMD/ Bank Guarantee In Lieu of Earnest Money Deposit as per [Annexure IV](#).
- 10) Banker's Certificate as per [Annexure V](#)
- 11) Audited financial statement for turnover for last 3 years (Audited Balance sheet and Statement of Profit and Loss for 2015-16, 2016-17 and 2017-18) (File name eg: FS1, FS2 etc.)
- 12) Details of bidder's banker/s (Scheduled Bank) as per [Annexure VI](#).
- 13) Copy of the board resolution / Power of Attorney authorizing the signing official (in the name of the person signing the tender document/s) as per [Annexure VII](#) (Original to be submitted by the successful bidder to RBSC).
- 14) List of similar works with all the details in support thereof, in the format of [Annexure VIII](#) (File name eg: CW1,CW2 etc.).
- 15) Client certificate regarding performance of the contractor for the qualifying works, as per the prescribed format of [Annexure IX](#). (File name eg: CC1, CC2 etc.). as per the Format in [annexure IX](#)
- 16) Copy of Registration Certificate of the company/firm/agency under the relevant Act.
- 17) Copy of PAN.
- 18) Copy of GST Registration Certificate.
- 19) Income Tax Return for last three years (2015-16. 2016-17, 2017-18).
- 20) Any other information relevant to the proposed work (in Bidder's own letter head).

B. Technical Assessment

List of Documents (Technical Bid) to be uploaded.

- 1) Brief profiles of the major projects during the last 5 years must be attached.
- 2) Samples of e-content developed by the developer for other clients/for showcasing their work to prospective clients (separate sheets with snapshots may be attached or a CD containing these samples may be given).
- 3) List of clients presently serving and List of banks/financial institutions served in the past.
- 4) References in banks/organizations where developer has done e-content development and from where the Bank is able to obtain feedback about the developer.
- 5) Details of the working methodology/project management process adopted. Separate sheet may be enclosed.
- 6) Details of the lead times needed for developing content for developing one hour of content by level types, number of hours content that the Bidder can take up at one time.
- 7) Subject Matter Expert profiles.
- 8) Accreditation details or Awards received for e-learning content development work.

Section IV.

Eligibility Criteria

- a) The Bidder should be a registered company in India of sound reputation and currently must not be debarred from contracting with any legal entity in India. Self-declaration in [Annexure II](#) – Legal Requirements to that effect should be submitted along with the technical bid.
- b) The bidder should have minimum 5 years of experience of undertaking similar works viz. providing ‘Design, Development and Maintenance Support of e-Learning Content’. For establishing the same the bidder should submit copy/copies of work order/s for similar work/s, issued to the bidder, on or before April 30, 2014.
- c) The bidder should have been in the business of e-learning content development for last 5 years, ie; after April 30, 2014. To establish the same documentary evidences in the form of purchase orders issued to the bidder after April 30, 2014 should be submitted. Failure to submit the documents will lead to disqualification.
- d) The Bidder should have worked with minimum of three organizations of which one should be in the Banking or Financial Sector (Documentary evidences in the form of purchase orders should be submitted. Failure to submit the documents will lead to disqualification).
- e) The Bidder should have developed e-learning content during the last 3 years cumulatively worth at least Rupees Sixty four Lakh. (Documentary evidences in the form of purchase orders should be submitted. Failure to submit the documents will lead to disqualification).
- f) The Bidder should have had an average annual turnover of over Rs.5Crore for the last 3 years;(Certified copies of Audited Balance Sheet and Profit and Loss A/c of last three years, ie 2015-16, 2016-17 and 2017-18 should be submitted in support of the requirement.Failure to submit the documents will lead to disqualification).
- g) The Bidder should have applicable tax registrations (PAN, GST, etc.). Details should be submitted with proper attestation.
- h) The Bidder should submit EMD (Earnest Money Deposit) as per the paragraph (c) of Section VII to the tender. Failure to submit the EMD will lead to disqualification.

Section V

Scope of the Work:

Selected Bidders will have to perform the following tasks/activities,

- a) Design and Develop SCORM 2004/SCORM 1.2 compliant e-learning material based on the content that would be provided by the Bank.
- b) The e-learning material will have to be SCORM compliant for the latest version as at the time of developing the e-learning material (at present SCORM 2004/SCROM) for integration with the Bank's Learning Management System (LMS).
- c) **SCORMing** to be done at Learning Object Level.
- d) The Bank is in the process of implementation of Learning Solutions (LSO) module of SAP HCM as Learning Management System and the e-learning content is to be distributed on this platform. Accordingly, the e-learning material have to be developed satisfying the specifications/requirements in terms of formats, platform compatibility, browser compatibility etc.
- e) The SCORM compliant e-Learning material may have to be developed in HTML 5 and / or SWF formats, if need be.
- f) The e-Learning content may also need to be delivered through mobile devices, tablets etc. The required technical standard will be provided to Bidder for development as and when e-Learning content for such devices are required to be developed.
- g) The design and content will be developed in collaboration with the Bank. The Bank will own the developed content and will have all Intellectual Property Rights (IPRs) on it, exclusively.
- h) The Bidder should provide support in deployment of the e-Learning material on the Bank's intranet site and/or Learning Management System (LMS) and will coordinate with the LMS vendor.
- i) The Bidder should be able to develop e-learning content in Hindi and other National Languages.

Section VI

E-Material Development Methodology:

- a. Bidder must submit details about the kind of Instruction Methodologies they have used in the past and the one they intend to use for the Bank. The e-Learning material must be created in such a way that ensures widespread access and compatibility for users across the Bank (offices, departments and training establishments situated in various cities/locations in India).
- b. Bidders should undertake to follow the standards/guidelines relating to Design, Functional Requirements, Content formation, Content presentation and placement of objects etc. as specified by the Bank.
- c. Bidders need to detail on their Project management process, such as the development process, support processes, risk mitigation, work flow, quality control, etc.
- d. Selected Bidder should earmark Subject Matter Expert (SME) with sufficient domain knowledge in banking and finance to manage RBI's account. Selected Bidder should assign a dedicated team to each eLearning content/material development project.
- e. While the Bank's SMEs will generally provide text content and domain knowledge, the Selected Bidder/s shall provide, ensuring that IPR/Copyright issues are not violated, various sets of sketches/pictures/graphics, animations, video etc. to enable SMEs to select appropriate ones.
- f. Development work shall be carried out at the Selected Bidder's premises.
- g. While the Bank shall usually assign its own SMEs for the e-material under development, who shall be a **single point contact** for communication from and to the Bank for that particular e-material, the Selected Bidder should also assign their own SMEs to interact and understand the requirement from the Bank.
- h. The Selected Bidder/s shall assign in addition to the SMEs, a **Project Leader** for e-material development and the assigned project leader shall be a single point contact to the Bank from the Bidder/s side.
- i. Representatives/SMEs from the Selected Bidder/s should meet the Bank's SMEs at different stages of development after seeking their prior appointment.
- j. The Selected Bidder/s has to provide collaborative tools using which Bank's SMEs can review, and comment on deliverables. However, deliverables should normally be supplied by the Selected Bidder/s on CD/e-mail to the SMEs. The

module developed and delivered to the Bank along with the Intellectual Property therein shall be the property of the Bank and the source code, if any, thereof shall be handed over to the Bank. The Bank shall have the right to deploy the module on its intranet site or in whatever manner it deems fit including making multiple copies for various technical platforms/conditions.

- k. In order to ensure that the project is carried out as per the specifications of the Bank, periodical review meetings to discuss the work done by the Selected Bidders shall be held at the Bank and the dates of such review meetings will be finalized in consultation with the Selected Bidders one week after the work is awarded.
- l. Selected Bidders should be prepared to develop the e-material based on the text content supplied by the Bank under any of the following defined levels.

Levels	Description
Level I: Passive	<ul style="list-style-type: none"> • Usually information dissemination courses. • Knowledge provided in linear format, one idea after another • Engagement achieved through point and click only • Simple slides, Graphics, illustrations and charts and standard GUI • Page Turner. • Text on the screen. • Basic quiz at the end.
Level II: Limited Interaction	<ul style="list-style-type: none"> • Simple instructional cues. • Use of scenarios as analogies • Option of audio narrative and videos • Interactions and simple animations. • Animated Graphics • Navigation expands to menus, glossaries, and links to external resources • Component of scenarios. • Assessments, multiple choice exercises, pop-ups, rollovers, drag and drops, matching, identification of components.
Level III: Complex Interaction	<ul style="list-style-type: none"> • Multiple, varied instructional. • Highly interactive and engaging • Case study, simulations and game based learning • Complex interactions techniques for engagement. • Complex simulations where learner must enter actual data.

	<ul style="list-style-type: none"> • Scenario based branching logic is introduced. • Assessments include text entry boxes and manipulation of graphic objects.
<p>Level IV: Real-time Interaction</p>	<ul style="list-style-type: none"> • Real time interaction creates a training session that involves a life like set of complex cues and responses. • Engage with simulations that exactly mirrors the work situation. • Stimuli and response are coordinated to the actual environment. • Real time learning and assessment occurs. • Session is most likely held in a collaborative environment with other learners and a facilitator. • Assessment/Evaluation of learners' knowledge gain and Certification. • In-built Authoring Tools/Environment • Facilities to edit/update a part or whole of e-material as and when required.

Section VII

TENDER Response Submission Process (Technical and Commercial Bids)

- a) Tenders shall be submitted in two parts viz. Part I containing Eligibility/Pre-qualification criteria and technical details of the offer and Part II- commercial bid-containing prices only (in Indian Rupees) latest by 02.00 PM on June 03, 2019. Technical Bid should contain all the documents specified in Section III A and III B and should be uploaded in MSTC portal. **Part II-Price Bid – must be submitted only online through MSTC Portal, ie; Price Bid should not be submitted along with Part I documents or any indication on prices to be quoted should not be submitted in Part I documents, failing which the tender shall be liable to be disqualified.**
- b) Opening of Tender:- Part I of the tender will be opened at 03.00 PM on June 03, 2019. Part II bid of only those bidders, who are found to be qualified on evaluation of the requirements of eligibility criteria and technical and commercial conditions/details, on scrutiny of their Part 1 of the Tender, subsequent presentation and demonstration by the bidder (please refer to para (d) of Section VIII of the Tender) and site visit, will be considered for opening at a later date. Opening of Part II will be intimated to the qualified vendors. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
- c) Earnest Money: -The tenderers shall pay as Earnest Money Deposit (EMD) of a sum of Rs.1,60,000/-- (Rupees One Lakh sixty thousand only). The EMD shall be remitted to Bank Account of Reserve Bank Staff College. The account details of the College for NEFT/RTGS transactions are as follows.

Beneficiary Name: RBSC CHENNAI
IFSC: RBIS0SCPA01
Account No.: 186003001

Proof of remittance with transaction number (Scanned copy) shall be attached/uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to principalrbsc@rbi.org.in.

EMD shall also be submitted in the form of Bank Guarantee(BG)in the prescribed format ([Annexure IV](#)) at the IT Cell, Reserve Bank Staff College, Chennai - 18.

A tender which is submitted, without payment of EMD / not accompanied by BG in lieu of EMD will be liable to be rejected. No interest will be paid on EMD. The vendors who do not qualify the requirements of pre-qualification criteria will be refunded/returned the EMD, without interest, on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall also be released

to them, without any interest, after completion of the process of empanelment. Earnest Money Deposit will be refunded to the empanelled vendors on their submission of a Performance Bank Guarantee on a Scheduled Bank for Rs 1,60,000 (Rs One Lakh Sixty thousand only) for the period of empanelment on commencement of empanelment date.

d) Successful bidders (empanelled bidders), if withdrawn, are also liable for forfeiture of the EMD or invocation of the Bank Guarantee.

e) A pre-bid meeting has been scheduled at 11.30 A M on 13/05/2019 at Conference Room, Reserve Bank Staff College , Chennai. The purpose of the meeting was to provide clarifications on the TENDER to the Bidders. Maximum of two representatives may attend the meeting from each Bidder. Those desirous of attending the meeting should take the appointment from the Bank. Only after taking the appointment, the representatives may be allowed to attend the meeting. Clarifications, if any, will be uploaded as corrigendum to the tender in MSTC portal and also on RBI website before 2.00 P M on 15/05/2019. Bidders are advised to see corrigendum, if any, before submitting their bids.

f) The technical bid will be opened on the day specified hereinbefore in this document. Any change in opening date and/or time will be notified by the Bank. After opening of the Technical Bid, during technical evaluation, if any further clarifications are warranted, the same should be submitted. Reserve Bank of India will not be responsible for any delay due to any reasons.

Section VIII

Techno-Commercial– Evaluation Methodologies

- a) The Technical Bid details should be filled-in as per the [Annexure III](#)
- b) Based on the preliminary scrutiny of the technical bids (list of documents) and based on the eligibility criteria, the Technical Advisory Committee (TAC) of the Reserve Bank Staff College shall short list a set of Bidders and finalize preliminary list of Bidders to be considered for the next level of evaluation (Techno-Commercial Evaluation).
- c) Subsequently, the shortlisted Bidders will be required to make a presentation to the TAC. The TAC will evaluate the Bidder and the scores will be arrived at as per the formula given in this section.
- d) The TAC shall evaluate the technical competencies of the Bidder based on the following criteria.

Technical Bid Evaluation Score Card				
Bidders Experience in e-Learning (Max 15 Marks)				
	L1	L2	L3	L4
Number of e-learning Modules (minimum 35 slides each) developed	1 to 12:- 2 marks 13 or more – 3 marks	1 to 8:- 3 marks 9 or more - 5 marks	1 to 5:- 3 marks 6 or more – 5 marks	1 to 2:- 3 marks 3 or more – 5 marks
Client Profiles (Max 15 Marks)				
Total Number of Clients	1 to 10 – 5 Marks More than 11 – 7 marks			
Number of Clients from Banking and Financial Sector	1 to 2 – 5 marks 3 or More – 10 marks			
Bidders Expertise (15 Marks)				
No of Technical Staff involved in R&D, Design and Development	1 to 10:- 2 marks 11 to 25:-7 marks More than 25:- 10 marks			
Experience in developing content for all major browsers, App for Phones and tablets (all major OSs)	Only browsers – 5 marks Browsers and Apps – 10 marks			
Whether e-Learning Modules can be developed in Indian Languages	Yes – 5 marks No – 0 marks			
Processes (Design/Development) and Quality (15 Marks)				
Process and Design and Development, Quality Assurance Methodologies. Should be able to demonstrate a clear process followed for the different stages of development and should have good PM				

process	
Presentation and Demonstration (40 Marks)	
Presentations and Demonstration of sample work done on various classes of e-learning modules (L1, L2, L3, L4)	

- e) Bidders are required to keep the originals of the documents submitted to the Bank ready for verification by the Bank at any point of time. If the bidders are asked to support the facts and figures provided in the Technical and Commercial Bids with documentary evidences, the same requirement must be met to the satisfaction of the Bank. Failure on this part may lead to disqualification.
- f) **Price Bid – (Commercial Bid) Format-** In the Commercial Bid, the price for each type of module should be quoted inclusive of all applicable taxes and levies. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. Commercial bids should be submitted in the following format **only online through MSTC portal**.

Module Type	Size	Weights Assigned for Evaluation	Cost of Development (per slide)
Level – 1	10 slides	30%	
Level – 2	10 slides	40%	
Level – 3	10 slides	20%	
Level – 4	10 slides	10%	

Note1:- The above format of price bid is given only for illustrative purpose. Bidders should submit their price bid only online through MSTC portal. Please refer to para (a) of Section VII of the Tender.

Note 2:-Bidders shall please note that the L1 rate quoted by a bidder in the above price bid does not automatically guarantee the bidder's right to empanelment for the captioned work. The process of empanelment for the captioned work will be carried out as per the conditions specified hereunder from para 'g' to para 'm' and the bidders may please seek any further clarification in this regard in the pre-bid meeting.

- g) Empanelment of Bidders will be carried out based on the scores obtained in techno-commercial evaluation. Based on the techno-commercial evaluation, cost of development for each of the module type will be arrived at. All the empanelled Bidders should be agreeable to develop the modules as per the common benchmarked price. The Bank would like to have 3 Bidders in the empanelled list who are willing to carry out development work of e-learning modules as per the *benchmark price*.
- h) The following formula is used to arrive at the score for each of the qualified Bidders:

$$\text{CommercialBidScore} = \frac{30}{100} \times \frac{\text{Lowest Weighted Average Rate Quoted}}{\text{Weighted Average Rate of the Bidder}}$$

$$\text{TechnicalBidScore} = \frac{70}{100} \times \frac{\text{ScoreobtainedbytheBidder}}{\text{MaximumScoreObtained}}$$

$$\text{TotalScore} = \text{TechnicalBidScore} + \text{CommercialBidScore}$$

- i) The Technical Advisory Committee (TAC) of the College will consider the top 3 Bidders (based on the scores received from the above evaluation process) for empanelment and set the benchmark price for each of the four levels of module. The period of empanelment will be for a maximum period of 3 years from the date of empanelment, in any event only upto June 30, 2022.
- j) Bidder scoring the highest "Score" is considered L-1 and the price quote given by this bidder will be treated as the benchmark rate for content development. Since the Bank is proposing to empanel 3 developers for corporate empanelment, Bank would invite the top 3 bidders based on the above "Score" and seek the bidders to match the benchmark quotes for content development.
- k) Note, that the quotes will need to be matched for all four levels of content development. Only those bidders agreeing to this arrangement will be considered for empanelment. In case any of the bidders under consideration for empanelment has quoted the rate lower than the benchmark rate, for any or all of the levels, then the lower rate quoted by them will only be the rate of content development for that particular bidder.
- l) If any one of the Bidder is not agreeable to the bench mark price, the Bidder may opt out of the empanelment process. The Bank may include the next best scorers in the process to have 3 Bidders in the empanelled list. In this way, finally, the TAC, may recommend a list of 3 empanelled Bidders for e-learning content development and maintenance during the period of empanelment.
- m) All the development will be carried out at the benchmark price or as per para k) above, during the period of empanelment.
- n) The empanelled Bidders shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contracts to be signed with the Bank. The selected bidder shall submit at the time of signing the contracts, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank. Format of Power of Attorney is shown at [Annexure VII](#).
- o) The empanelled Bidders shall execute a) Service Level Agreement (SLA), which must include all the terms and conditions of the services to be extended as

detailed in this document, and as may be prescribed or recommended by the Bank, inter alia, that the employees of the successful bidders shall not indulge in any act of sexual harassment and b) Non Disclosure Agreement (NDA). The empanelled bidder shall execute the SLA and NDA within one month from the date of empanelment.

- p) The continuance of a bidder on the panel shall be subject to satisfactory performance by the bidder. If, at any point of time during the period of empanelment, the Bank is not satisfied with the performance of an empanelled bidder, the Bank shall have the right to remove such Bidder from panel. In such an event, the Bank shall also have the right to invoke and encash the performance bank guarantee.
- q) RBI reserves the right to seek clarification from any Bidder at any point of time. In the scenario of empanelled Bidders not responding to the quotation/inquiry by RBI on three occasions, whether successively or otherwise, the Bank may delist such bidder from the panel.
- r) Although primarily the Panel will be used by the Reserve Bank Staff College, Chennai. However, the Panel may also be utilised by the Bank's Offices/Departments/Training Establishments located all over India. The Bank reserves the right to add or substitute any department/office or location to the user list.
- s) The Bank reserves the right to scrap the Panel at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final.
- t) Empanelled list may be reviewed at Bank's discretion and the Bidder with the unsatisfactory performances will be delisted from the empanelled list. Unsatisfactory performance may include the following:
 - 1. Non responses for enquiries for more than three occasions
 - 2. Not willing to take up Maintenance requirements
 - 3. Delays in deliveries for 3 occasions
 - 4. Closure of the company
 - 5. Intellectual Property Right , including License violations

Section IX

Award of Development and Maintenance Work

Empanelment does not entail placement of purchase orders for development of e-learning modules. The developers once empanelled by Bank will be allotted work on a case to case basis, and as and when the content development need for the Bank arises. The following criteria will be taken into account while allocating work to the empaneled developers:

- a. All the empanelled vendors will be given equal opportunity while allotting the purchase orders. The order of allocation will start from the highest scorer in the techno-commercial evaluation.
- b. Purchase order will be placed indicating the Module Type and the payment will be arrived at based on the bench mark rate for the Module Type and the number of slides contained in the particular e-learning module.
- c. Services towards developing and commissioning of e-learning modules will be rendered as per the stipulations specified in the Service Level Agreement and Non-Disclosure Agreement.

Section X Other Requirements

- a) **User Acceptance Test:** The Bank's SME (Subject Matter Expert) will certify the User Acceptance Test (UAT) after testing and commissioning of the e-learning module in the LMS/intranet portal of the Bank.
- b) **Warranty:** The e-Learning modules shall carry warranty for a period of one year against defects in workmanship, and should any defects, bugs arise during the period of warranty, the concerned Bidder who developed it should undertake to set right the same, at no additional cost to the Bank. The warranty period commences on the date of signing off the User Acceptance Test (UAT) by the Bank's SME/official.
- c) During the warranty period, if needed, in view of the LMS specific requirements, changes in related technology, etc., modification/customization support shall be provided by the Bidder at no additional cost.
- d) **Maintenance Support:** All the empanelled Bidders should be agreeable to provide maintenance support for various e-Learning Modules. The maintenance support shall include enhancement, updation, modification of the existing e-learning material. The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement. The Empanelled Vendors will also be required to extent maintenance support if required by the Bank for the existing e-learning material developed by other Bidders. The cost for carrying out maintenance work for the e-Learning module will be worked out at per slide basis at the benchmark price for the particular type of e-learning module.
- e) The maintenance support shall include enhancement, updation, modification of the e-learning material.
- f) The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement.
- g) The Bidder should also required to extent maintenance support if required by the Bank for the existing e-learning material developed by other Bidders.
- h) All the cost during the period of empanelment will be as per the benchmark prices.
- i) **Payment Terms:** In the case of development and maintenance of the e-learning material, payment will be made to the concerned empanelled Bidder as per Bank's payment policy, after the User Acceptance Test, i.e., 80% payment (inclusive of all taxes) will be made on delivery and satisfactory installation and balance 20% on expiry of warranty period or after one year from the date of signing of UAT by Bank's official or on submission by the Bidder, of bank

guarantee of equal amount issued by a Scheduled Bank. The Bank Guarantee should be valid till the end of the warranty period.

- j) **Erasures or Alterations:** The offers containing unauthenticated erasures or alterations will not be considered. There should be no unauthenticated hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Reserve Bank of India may treat offers not adhering to these guidelines as unacceptable.
- k) **Modification and Withdrawal of Offers:** The Bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by Reserve Bank of India prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.
- l) **Publicity:** Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.
- m) **Preliminary Scrutiny:** The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer or reject the offer if it considers that such non-conformity is material. The decision of the Bank in this regard shall be final and binding on all Bidders.
- n) **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the Bidder may be required to give presentation on the systems offered. The Bank may at its own discretion extend the time for receiving such clarifications.
- o) The Bank reserves the right to accept or reject any or all of the applications submitted for empanelment in full or in part without assigning any reasons.
- p) **Verification:** The Bank reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facilities, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job.
- q) **Penalty and Liquidated Damages (LD) for delayed supply:** If the Bidder fails to complete the requirements given in the purchase orders as per the requirements and operationalize as required or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the purchase orders, the Bank, without prejudice to its other remedies under this document, deduct from the Purchase order value, as liquidated damages, a sum equivalent to 0.5 percent of the total consideration amount for each and every

calendar day of delay, subject to a maximum limit of 10 percent of the Total Purchase Order Value. Such penalty will be deducted from the bills of the Bidder OR from the invocation of the Bank Guarantee. The Bank may also consider removal of Bidder from the empanelled list.

- r) **Purchase Order Cancellation:** The Bank also reserves the right to cancel the purchase order in the event of one or more of the following circumstances:
1. Delay in delivery and installation beyond a period of 6 weeks from the date of purchase order
 2. Serious discrepancy or incompatibility or operation ability of the deliverable, if any.
 3. Breach by the tenderers of any of the terms and conditions of the tender. If the Bidder goes into liquidation voluntarily or otherwise.
 4. In addition to the cancellation of purchase order, the Bank reserves the right to forfeit the Security Deposit/ Performance guarantee submitted to the Bank by the Bidder and delisting the Bidder.
- s) **Indemnity to Bank:** Further, the Bidder shall indemnify the Bank and keep indemnified against any loss or damage that the Bank may sustain on account of any violation by the bidder of any law or legal requirement including of any intellectual property rights by the Bidder in respect of the products supplied. A detailed clause on the indemnities to be provided by the successful bidder would be incorporated in the SLA.
- t) **Authorization of signature:** The person who is signing the contract on behalf of the bidder should be an authorised signatory thereof and proof of authority in this regard shall be enclosed with the bid.
- u) **Force Majeure:** The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Reserve Bank of India in writing, the Bidder shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- v) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Reserve Bank of India and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- w) The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with

the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

- x) **Disclaimer:** Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it, under any circumstances whatsoever.
- y) **Right to Reject Bids:** The Bank reserves the absolute and unconditional right to reject the response to this TENDER if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:
1. It is not in conformity with the instructions mentioned in the TENDER document.
 2. It is not accompanied by the requisite Application Money / Earnest Money Deposit.
 3. It is not properly or duly signed.
 4. It is incomplete including non- furnishing the required documents.
 5. It is evasive or contains incorrect information.

Notwithstanding above, the decision of Reserve Bank of India shall be final and binding on all concerned.

Z1) The Contractor shall not disclose directly or indirectly any information, material and details of the Bank/College’s infrastructure / systems / equipment etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The Contractor will indemnify the College for any loss suffered by the College as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the College will be entitled to claim damages and pursue legal remedies. The company/agency/firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The company/agency/firm’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.

Z2) (Provisions relating to Prevention of Sexual Harassment of Women in Workplace)

- a) The contractor /agency shall be solely responsible for full compliance with the provisions of “The Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act 2013”. In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / agency and the contractor / agency shall ensure appropriate action under the said act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible any monetary compensation thus may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.



**Reserve Bank Staff College
(Reserve Bank of India)
Chennai**

**Empanelment of Vendors
for Design, Development and Maintenance Support of e-Learning Content
2019-2022**

Part II

Price Bid

Module Type	Cost of Development (per slide)
Level – 1 -Passive (Weights Assigned for Evaluation = 30%)	
Level – 2 -Limited Interaction (Weights Assigned for Evaluation = 40%)	
Level – 3 -Complex Interaction (Weights Assigned for Evaluation = 20%)	
Level – 4 -Real Time Interaction (Weights Assigned for Evaluation = 10%)	

Note:-

- 1. The above format of price bid is given only for illustrative purpose. Bidders should submit their price bid only online through MSTC portal. Please refer to para (a) of Section VII of the Tender.**
- 2. Bidders shall quote their price bid for cost of developments per slide. Bidders shall please refer to Para (l) of Section VI- E-Material Development Methodology, to understand the Bank's requirements under each Level, before offering their quotes.**
- 3. The price quoted should be inclusive of GST and all other applicable Taxes and other charges, etc.**

Company Profile

Application for empanelment of Bidders for development of e-learning content/material		
(i)	Name	
(ii)	Address	
(iii)	Web site	
(iv)	Contact details, email address	
(v)	Constitution	
(vi)	Year of commencement of business	
(vii)	Details of applicable registrations (PAN, TIN, VAT, CST, etc.).	
(viii)	Annual Turn-over for last three years	
(ix)	How many number of employees are engaged in developing eLearning projects?	
(x)	Please indicate what recognition or certifications you have earned. Mention all that apply.	
(xi)	Name of the Banker & address	
(xii)	Major clientele during last three years (names)	
(xiii)	Names of major projects completed in last three years	
(xiv)	Address details of offices in Chennai, Mumbai, Pune, Delhi, Kolkata	
(xv)	Name, Designation, Tel no., Mobile no., e-mail id of 2 officials authorised to make commitments to the Bank	

Signature of the Authorized Official with Seal

Legal Requirements

Number	Name	Answer	Answer Type	Pass Criteria
1	Is your company currently involved in any material litigation?		Yes / No	None to be there
2	Are there any petitions, claims, actions, judgments or decisions pending, which are likely to adversely affect your company's performance of work associated with this TENDER? If "Yes" please provide detail in additional comments or you may attach a document.		Yes / No	None to be there
3	Have you had any contract terminated for default or cause during the last five (5) years?		Yes / No	None to be there
4	Has your company been cited for any violations by any governmental agencies? If "Yes", provide details on any citations received in the last three years.		Yes / No	None to be there

Please Fill-in the form below

Technical Bid Evaluation Score Card				
Bidders Experience in eLearning (Max 15 Marks)				
	L1	L2	L3	L4
Number of e-learning Modules (minimum 35 slides each) developed. The bank may seek supporting evidences in terms of references from clients etc.				
Client Profiles (Max 15 Marks: Purchase orders to be provided)				
Total Number of Clients				
Number of Clients from Banking and Financial Sector				
Bidders Expertise (15 Marks)				
No of Technical Staff involved in R&D, Design and Development				
Experience in developing content for all major browsers, App for Phones and tablets (all major OSs)				
Whether eLearning Modules can be developed in Indian Languages				
Processes (Design/Development) and Quality (15 Marks)				
Process and Design and Development, Quality Assurance Methodologies. Should be able to demonstrate a clear process followed for the different stages of development and should have good PM process				
Presentation and Demonstration (40 Marks)				
Presentations and Demonstration of sample work done on various classes of e-learning modules (L1, L2, L3, L4)				

Proforma for Bank Guarantee In Lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank).

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Staff College, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for "**Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2019-22**" at Reserve Bank Staff College, Chennai - 600 018" and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section VII(C) of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for "**Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2019-22**" at Reserve Bank Staff College, Chennai - 600 018". The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6 This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank. (Banker's Name and Seal)

Bank Manager
(Banker's seal)

FORM OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

(Signature) For the Bank

Note:

1. **Bankers' certificates should be on letter head of the bank, sealed in cover addressed to enlistment authority.**
2. **In case of partnership firm, certificate to include names of all partners as recorded with the bank.**

Details of Bankers

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

Signature
Seal of company

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application/Proposal and Documents**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
.....(Name and
residential address of Power of Attorney holder) who is presently employed with us and
holding the position of
as our attorney, to do in our name and on our behalf, all such acts, deeds and things
necessary in connection with or incidental to our tender for **“Empanelment of Vendors
for Design, Development and Maintenance Support of e-Learning Content 2019-
22” at Reserve Bank Staff College, Chennai - 600 018**”including signing and
submission of all documents and providing information / responses to RBSC,
representing us in all matters before RBSC, and generally dealing with RBSC in all
matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
pursuant to this Power of Attorney and that all acts, deeds and things done by our
aforesaid attorney shall and shall always be deemed to have been done by us.

Note

Power of Attorney should be properly stamped and notarized
Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(NB: This guarantee will require stamp duty as applicable in the state, where it is
executed and shall be signed by the official whose signature and authority shall be
verified).

Annexure-VIII

Details of similar qualifying works executed during the last 5 years

Sr. No.	Name and address of the firm	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number &contact person of the firm

(Attach sheet if required)

Date:

Signature of Tenderer:

CLIENT's CERTIFICATE REG. PERFORMANCE OF BIDDER (FORMAT)

Name & address of the Client

Details of Works executed by M/s

- | | | |
|----|---|--|
| 1 | Name of work with brief particulars | |
| 2 | Agreement No. and date | |
| 3 | Agreement amount | |
| 4 | Date of commencement of work | |
| 5 | Stipulated date of completion | |
| 6 | Actual date of completion | |
| 7 | Details of compensation levied for delay (indicate amount) if any | |
| 8 | Gross amount of the work completed and paid | |
| 9 | Name and address of the authority under whom works executed | |
| 10 | Whether the contractor employed qualified Engineer/Overseer during execution of work? | |
| 11 | i) Quality of work (indicate grading) | Outstanding/Very Good/
Good/Satisfactory/poor |
| | ii) Amt. of work paid on reduced rates, if any. | |
| 12 | i) Did the contractor go for arbitration? | |
| | ii) If yes, total amount of claim | |
| | iii) Total amount awarded | |
| 13 | Comments on the capabilities of the contractor. | |
| | a) Technical proficiency | Outstanding/Very Good/
Good/Satisfactory/poor |
| | b) Financial soundness | Outstanding/Very Good/
Good/Satisfactory/poor |
| | c) Mobilization of adequate T&P | Outstanding/Very Good/
Good/Satisfactory/poor |
| | d) Mobilization of manpower | Outstanding/Very Good/
Good/Satisfactory/poor |
| | e) General behaviour | Outstanding/Very Good/
Good/Satisfactory/poor |

Note: **All columns should be filled in properly.**

Reporting Officer with Office seal

Draft of Agreement

THIS AGREEMENT is made and executed this ... day of, 2019 at Chennai.
BETWEEN:

Reserve Bank of India, constituted under the Reserve Bank of India Act, 1934, having its Central Office at Mumbai, through **Reserve Bank Staff College**, 359, Anna Salai, Teynampet, Chennai – 600 018, **collectively referred to as RBI** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) **and where context requires individually referred to as “Bank” and “College”** respectively, of the **First Part:**

AND

M/s.-----, through its -----(Designation), Shri-----
----- s/o Shri ----- aged about --- years, hereinafter referred to as the Vendor (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **Second PART:**

WHEREAS:-

(a) RBI had published a Tender calling for proposals for **Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2019-2022;**

(b) About --- Vendors submitted their proposals in response to the Tender;

(c) **After following** the due procedure as contained in the Tender, RBI has selected ----- vendors for empanelment for design, development and maintenance support of e-learning content/material for the three-year period from July 1, 2019 to June 30, 2022 of which M/s----- is one; –

(d) the said Vendor has accepted to carry out the work for RBI based on the terms and conditions contained in the Tender, the response of the Vendor, letter of Intent of empanelment and those contained in this agreement.

The parties hereto being desirous of reducing into writing the terms and conditions of the empanelment and of the work to be carried out by the Vendor, have agreed as hereinafter. The terms and conditions contained in the Tender and the letter of intent shall be read as part and parcel of this Agreement, except that in case of any

inconsistency, the terms contained in this Agreement shall prevail. This Agreement shall also not restrain the parties from setting forth such further or other terms, modifying or altering this Agreement to ensure due execution of the work contemplated under this Agreement; provided no such modification or alteration shall be in derogation to the material terms of this Agreement. For the purposes of clarity, it is agreed that the commercial terms of empanelment as contained in the Letter of Intent¹ shall be deemed to be material terms.

II. Scope of the Work:

Selected Vendor will have to perform the following tasks/activities,

- j) Design and Develop SCORM 2004/SCORM 1.2 compliant e-learning material based on the content that would be provided by the Bank.
- k) The e-learning material will have to be SCORM compliant for the latest version as at the time of developing the e-learning material (at present SCORM 2004/SCROM) for integration with the Bank's Learning Management System (LMS).
- l) **SCORMing** to be done at Learning Object Level.
- m) The Bank is in the process of implementation of Learning Solutions (LSO) module of SAP HCM as Learning Management System and the e-learning content is to be distributed on this platform. Accordingly, the e-learning material have to be developed satisfying the specifications/requirements in terms of formats, platform compatibility, browser compatibility etc.
- n) The SCORM compliant e-Learning material may have to be developed in HTML 5 and / or SWF formats, if need be.
- o) The e-Learning content may also need to be delivered through mobile devices, tablets etc. The required technical standard will be provided to Vendor for development as and when e-Learning content for such devices are required to be developed.
- p) The design and content will be developed in collaboration with the Bank. The Bank will own the developed content and will have all Intellectual Property Rights (IPRs) on it, exclusively.
- q) The Vendor should provide support in deployment of the e-Learning material on the Bank's intranet site and/or Learning Management System (LMS) and will coordinate with the LMS vendor.

¹RBSC may examine the contents of the letter of intent, if any, issued to the empaneled vendor. In case the said letter does not contain any such terms, they may consider giving reference to that particular document or set of documents, which contain the commercial terms. If no such document(s) are available, then the terms may be set out in this Agreement itself by substituting the phrase "commercial terms of empanelment as contained in the Letter of Intent shall be deemed to be material terms", with "following terms, among others, shall be material terms:- ..."

- r) The Vendor should be able to develop e-learning content in Hindi and other National Languages.

III. E-Material Development Methodology:

- m. The e-Learning material must be created in such a way that ensures widespread access and compatibility for users across the Bank (offices, departments and training establishments situated in various cities/locations in India).
- n. Vendor should undertake to follow the standards/guidelines relating to Design, Functional Requirements, Content formation, Content presentation and placement of objects etc. as specified by the Bank.
- o. Vendor need to detail on their Project management process, such as the development process, support processes, risk mitigation, work flow, quality control, etc.
- p. Vendor should earmark Subject Matter Expert (SME) with sufficient domain knowledge in banking and finance to manage RBI's account. Vendor should assign a dedicated team to each eLearning content/material development project.
- q. While the Bank's SMEs will generally provide text content and domain knowledge, the Vendor shall provide, ensuring that IPR/Copyright issues are not violated, various sets of sketches/pictures/graphics, animations, video etc. to enable SMEs to select appropriate ones.
- r. Development work shall be carried out at the Vendor's premises.
- s. While the Bank shall usually assign its own SMEs for the e-material under development, who shall be a **single point contact** for communication from and to the Bank for that particular e-material, the Vendor should also assign their own SMEs to interact and understand the requirement from the Bank.
- t. The Vendor shall assign in addition to the SMEs, a **Project Leader** for e-material development and the assigned project leader shall be a single point contact to the Bank from the Vendor/s side.
- u. Representatives/SMEs from the Vendor should meet the Bank's SMEs at different stages of development after seeking their prior appointment.
- v. The Vendor has to provide collaborative tools using which Bank's SMEs can review, and comment on deliverables. However, deliverables should normally be supplied by the Vendor on CD/e-mail to the SMEs. The module developed and delivered to the Bank along with the Intellectual Property therein shall be the property of the Bank and the source code, if any, thereof shall be handed over to the Bank. The Bank shall have the right to deploy the module on its intranet site or in whatever manner it deems fit including making multiple copies for various technical platforms/conditions.

- w. In order to ensure that the project is carried out as per the specifications of the Bank, periodical review meetings to discuss the work done by the Vendor shall be held at the Bank and the dates of such review meetings will be finalized in consultation with the Vendor one week after the work is awarded.
- x. Vendor should be prepared to develop the e-material based on the text content supplied by the Bank under any of the following defined levels.

Levels	Description
Level I: Passive	<ul style="list-style-type: none"> • Usually information dissemination courses. • Knowledge provided in linear format, one idea after another • Engagement achieved through point and click only • Simple slides, Graphics, illustrations and charts and standard GUI • Page Turner. • Text on the screen. • Basic quiz at the end.
Level II: Limited Interaction	<ul style="list-style-type: none"> • Simple instructional cues. • Use of scenarios as analogies • Option of audio narrative and videos • Interactions and simple animations. • Animated Graphics • Navigation expands to menus, glossaries, and links to external resources • Component of scenarios. • Assessments, multiple choice exercises, pop-ups, rollovers, drag and drops, matching, identification of components.
Level III: Complex Interaction	<ul style="list-style-type: none"> • Multiple, varied instructional. • Highly interactive and engaging • Case study, simulations and game based learning • Complex interactions techniques for engagement. • Complex simulations where learner must enter actual data. • Scenario based branching logic is introduced. • Assessments include text entry boxes and manipulation of graphic objects.
Level IV: Real-time Interaction	<ul style="list-style-type: none"> • Real time interaction creates a training session that involves a life like set of complex cues and responses. • Engage with simulations that exactly mirrors the work situation. • Stimuli and response are coordinated to the

	<p>actual environment.</p> <ul style="list-style-type: none"> • Real time learning and assessment occurs. • Session is most likely held in a collaborative environment with other learners and a facilitator. • Assessment/Evaluation of learners' knowledge gain and Certification. • In-built Authoring Tools/Environment • Facilities to edit/update a part or whole of e-material as and when required.
--	--

m. *The continuance of a Vendor on the panel shall be subject to satisfactory performance by the Vendor. If, at any point of time during the period of empanelment, the Bank is not satisfied with the performance of an empanelled Vendor, the Bank shall have the right to remove such Vendor from the panel. In such an event, the Bank shall also have the right to invoke and encash the performance bank guarantee.*

n. *RBI reserves the right to seek clarification from any Vendor at any point of time. In the scenario of empanelled Vendors not responding to the quotation/inquiry by RBI on three occasions, whether successively or otherwise, the Bank may delist such Vendor from the panel.*

o. Although primarily the Panel will be used by the Reserve Bank Staff College, Chennai. However, the Panel may also be utilised by the Bank's Offices/Departments/Training Establishments located all over India. The Bank reserves the right to add or substitute any department/office or location to the user list.

r. The Bank reserves the right to scrap the Panel at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final.

s. Empanelled list may be reviewed at Bank's discretion and the Vendor with the unsatisfactory performances will be delisted from the empanelled list. Unsatisfactory performance may include the following:

6. Non responses for enquiries for more than three occasions
7. Not willing to take up Maintenance requirements
8. Delays in deliveries for 3 occasions
9. Closure of the company
10. Intellectual Property Right , including License violations

IV. Award of Development and Maintenance Work

d. Empanelment does not entail placement of purchase orders for development of e-learning modules. The work will be allotted on a case to case basis, and as and when the content development need for the Bank arises. The following criteria will be taken into account while allocating work to the empaneled developers:

- e. All the empanelled vendors will be given equal opportunity while allotting the purchase orders. The order of allocation will start from the highest scorer in the techno-commercial evaluation.
- f. The Module Type (L1, L2, L3 or L4) will be decided based on the definition given in this agreement mutually by the vendor and the SME of the Bank. Cost of the module will be arrived at based on the bench mark rate for the agreed Module Type and the number of slides contained in the particular e-learning module.

V. Other Requirements

- z) **User Acceptance Test:** The Bank's SME (Subject Matter Expert) will certify the User Acceptance Test (UAT) after testing and commissioning of the e-learning module in the LMS/intranet portal of the Bank.
- aa) **Warranty:** The e-Learning modules shall carry warranty for a period of one year against defects in workmanship, and should any defects, bugs arise during the period of warranty, concerned Vendor who developed it should undertake to set right the same, at no additional cost to the Bank. The warranty period commences on the date of signing off the User Acceptance Test (UAT) by the Bank's SME/official.
- bb) During the warranty period, if needed, in view of the LMS specific requirements, changes in related technology, etc., modification/customization support shall be provided by the Vendor at no additional cost.
- cc) **Maintenance Support:** All the empanelled Vendors should be agreeable to provide maintenance support for various e-Learning Modules. The maintenance support shall include enhancement and modification of the existing e-learning material. The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement. The Empanelled Vendors will also be required to extent maintenance support if required by the Bank for the existing e-learning material developed by other Vendors. The cost for carrying out maintenance work for the e-Learning module will be worked out at per slide basis at the benchmark price for the particular type of e-learning module.
- dd) The maintenance support shall include enhancement and modification of the e-learning material.
- ee) The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement.
- ff) The Vendor should also require to extent maintenance support if required by the Bank for the existing e-learning material developed by other Vendors.
- gg) All the cost during the period of empanelment will be as per the benchmark prices.

- hh) **Payment Terms:** In the case of development and maintenance of the e-learning material, payment will be made to the concerned empanelled Vendor as per Bank's payment policy, after the User Acceptance Test, i.e., 80% payment (inclusive of all taxes) will be made on delivery and satisfactory installation and balance 20% on expiry of warranty period or after one year from the date of signing of UAT by Bank's official or on submission by the Vendor, of bank guarantee of equal amount issued by a Scheduled Bank. The Bank Guarantee should be valid till the end of the warranty period.
- ii) **Publicity:** Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.
- jj) **Penalty and Liquidated Damages (LD) for Delayed Supply:** If the Vendor fails to complete the development/upgradation work or deliver the modules within the time schedule stipulated in the purchase orders, the Bank, without prejudice to its other remedies under this document, deduct from the Purchase order value, as liquidated damages, a sum equivalent to 0.5 percent of the total consideration amount for each and every calendar day of delay, subject to a maximum limit of 10 percent of the Total Purchase Order Value. Such penalty will be deducted from the bills of the Vendor OR from the invocation of the Bank Guarantee. The Bank may also consider removal of Vendor from the empanelled list. Where the penalty has been deducted by invoking the Bank Guarantee thereby resulting in reduction in the amount, the Vendor shall, but not later than ... days from date of such deduction, ensure that the amount of bank guarantee gets restored to the position prior to such invocation.
- kk) **Purchase Order Cancellation:** The Bank also reserves the right to cancel the purchase order in the event of one or more of the following circumstances:
5. Delay in delivery and installation beyond a period of 6 weeks from the e-Module delivery date specified in the purchase order.
 6. Serious discrepancy or incompatibility or operation ability of the deliverable, if any.
 3. Breach by the Vendor of any of the terms and conditions of this Agreement.
 4. If the Vendor goes into liquidation voluntarily or otherwise.
 5. In addition to the cancellation of purchase order, the Bank reserves the right to forfeit the Security Deposit/ Performance guarantee submitted to the Bank by the Vendor and delisting the Vendor.
- ll) **Indemnity to Bank:** The Vendor shall indemnify the Bank and keep indemnified against any loss or damage that the Bank may sustain on account of any violation by the Vendor of any law or legal requirement including of any intellectual property rights, code of ethics by the Vendor in respect of the work carried out or the products supplied under this agreement.
- mm) **Force Majeure:** The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and

not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Reserve Bank of India in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

oo) The Bidder shall follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

pp) **The College or RBI and its directors, officers, employees, contractors, representatives, agents, and advisers shall not be liable for any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Agreement or conduct ancillary to it, under any circumstances whatsoever.**

qq)

(Provisions relating to sexual harassment of women in workplace)

a) The contractor /agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / agency and the contractor / agency shall ensure appropriate action under the said act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises

VI. Pricing Mechanism and Payment Terms:

All the development, maintenance and enhancement work will be carried out at the benchmark price during the period of empanelment, as provided hereunder:

Level-I	Rs.
Level-II	Rs.
Level-III	Rs.
Level-IV	Rs.

Deliverables:

Deliverables will include Course Specification Document, Storyboard, Alpha version; LMS test version, and final versions of the eLearning modules. The vendor/s will have to submit eLearning modules in a digital media disk.

Entire Agreement:

This agreement and, in relation to any services, the applicable Project Schedule (s) constitutes the complete and exclusive statement of the agreement between the parties with regard to the matter set forth herein, and it supersedes all other agreements, proposals and representations, oral or written, expressed or implied with regard thereto.

NUMBER OF COPIES:

The Vendor shall be the person liable to pay the requisite Stamp Duty payable as per appropriate provisions of the stamp laws in force in the State of Tamil Nadu. This agreement is made in duplicate and RBSC and the Vendor shall each retain one original duly signed by the authorized signatories of the parties hereto.

Failure to Exercise RBSC's rights

Any omission on the part of RBI at any time to exercise any of its rights under the terms of engagement of the catering contractor shall not be deemed to amount as waiver on the part of RBI of its rights and in no way impair or affect the validity of the terms and the privilege of RBI to enforce its rights at any time subsequently.

JURISDICTION:

This Agreement shall be governed by the laws of India and shall be subject to the exclusive Jurisdiction of the Courts at Chennai.

RELATIONSHIP OF THE PARTIES:

The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Each party shall be deemed to be acting solely on its own behalf and except as expressly stated has no authority to pledge the credit of or in our obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party. Neither party's officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other party for any purpose.

ASSIGNMENT:

The Vendor shall not assign or transfer any of the rights under this Agreement to a third party without consent of RBI in writing. Any such assignment without consent shall neither absolve the assignor of its liabilities and obligations under this Agreement, nor create in favour of the assignee any rights or privileges as against the RBI.

NOTICE:

For the purposes of this Agreement notice shall be deemed served if sent by Fax or email to be provided by the parties or by way of registered letter at the address mentioned herein above.

Disputes Resolution

All disputes arising under this Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Principal / Officer-in-Charge, Reserve Bank Staff College, Chennai-600 018² and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable, mutatis mutandis, to such proceedings and the decision of the Arbitrator shall be final and binding on both the parties. The Vendor has no objection to any such appointment to the effect that the arbitrator so appointed is RBSC's own Officer or that he was a part to the contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. However, while appointing the Arbitrator, due regard shall be had to the qualifications and experience necessary for determining the issues arising in a contract of this nature and accordingly the person to be appointed as the sole arbitrator shall be one who is adequately

²Though the agreement is being entered into for RBI, it may be appropriate to have Principal the deciding authority for arbitrator as it is observed that RBSC will be primarily utilizing the services of the vendors.

qualified and experienced to resolve the dispute sought to be raised before the said arbitrator.³The award of the arbitrator so appointed shall be final and binding.

SIGNATORIES TO THE AGREEMENT

The Parties hereto represent and warrant that the respective signatories are duly authorized to sign this Agreement and bind the respective parties.⁴
 In the witness whereof, the parties have executed this Agreement as of the day and year set forth

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
 (If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

If the Contractor is a Partnership or an Individual	IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.
If the Contractor is a Company	IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
 Shri
 (Name and designation)

.....
 in the presence of
 (1)

³ RBSC may consider and agree with the other parties about the qualifications and experience of the arbitrator.

⁴ The Vendor shall have to submit certified copies (in original) of the resolutions passed by its Board authorizing its signatory to sign and to bind the Vendor to the terms and conditions of this Agreement. The same may be kept annexed to this Agreement.

Address

(2)

Address

.....
.....
.....

Witnesses

<p>SIGNED AND DELIVERED BY (1)..... Address 2) Address</p>	<p>If the Contractor is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p>
<p>Witnesses</p> <p>THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on</p>	<p>If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p>
<p>In the presence of (1) (2)</p>	<p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
<p>Directors who have signed these presents in taken thereof in the presence of (1) (2)</p> <p>SIGNED AND DELIVERED BY the Contractor by the hand Of Shri and duly constituted attorney.</p>	<p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>

Letter to be sent to vendor.

Authorization of signature:

The person who is signing the contract on behalf of the bidder should be an authorised signatory thereof and proof of authority in this regard shall be enclosed with the bid.

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