



**Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

Bank of Baroda  
Baroda Apex Academy,  
Sector-11,  
Near Udyog Bhawan,  
Gandhinagar-382011  
Gujarat

**3<sup>rd</sup> May, 2023**  
**RFP Reference: GURUKUL//2023/2**

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	<b>3<sup>rd</sup> May, 2023</b>
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> <li>1. Mr. Gautam Vyas, Chief Manager</li> <li>2. Contact No. - 079-2397 3229</li> <li>3. Email: <a href="mailto:elearning@Bankofbaroda.co.in">elearning@Bankofbaroda.co.in</a></li> <li>4. Postal Address: The Chief Manager (Baroda Gurukul), Baroda Apex Academy, Bank of Baroda, Sector-11, Near Udyog Bhawan, Gandhinagar Gujarat 382011</li> </ol>
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on <b>9<sup>th</sup> May, 2023 at 04:00 PM.</b></li> <li>○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:elearning@Bankofbaroda.co.in">elearning@Bankofbaroda.co.in</a> by <b>7<sup>th</sup> May 2023</b> along with pre-bid queries.</li> <li>○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</li> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	<b>03:00 PM on 24<sup>th</sup> May, 2023</b> Mode: Physical submission
5	Eligibility Cum Technical Bid Opening Date	<b>3:30 PM on 24<sup>th</sup> May, 2023</b> At Baroda Apex Academy, Bank of Baroda, Sector-11, Near Udyog Bhawan, Gandhinagar Gujarat 382011
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	<b>"Not Applicable"</b>
8	Bid Security (Earnest Money Deposit)	Rs. 3,00,000/- (Rs. Three Lakh Only)
9	Mode of bid submission	Mode: Physical Submit bid in sealed envelope at The Head, Apex Academy,

		Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan, Sector-11, Gandhinagar- 382011, Gujarat.
10	Support details	elearning@bankofbaroda.co.in 079-2397 3229
11	Presentation	Date and time for presentation by bidders qualified for technical bid opening will be conveyed separately

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, bidder / vendor, means the respondent to the RFP document
3. RFP means the Request for Proposal document
4. Proposal / Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level Agreement
7. NDA means Non-Disclosure Agreement
8. SBA means Saving Bank Account
9. DEM means Data Exchange Model
10. Central Vigilance Commission (CVC)
11. Support means Support & Services to be provided as part of the Scope of Work
12. Management Information System (MIS)
13. SP means Bidder / vendor/ tenderer
14. LMS means Learning Management System
15. Course content – Data/Information/guidelines in text/pdf/ppt/print etc. format on base of which an eLearning course is developed
16. eLearning course – HTML 5, XAPI, SCROM or other standards compliant package, videos, simulations, AR/VR content, to be used as a module on Bank's LMS.
17. Quoted Rate – Quoted rate will be calculated for all Technically qualified bidders based on the level wise quote submitted by bidders after applying weights to the quotes for each level.
18. Service: Development of eLearning course

### Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. "Bidder" (including the term 'tenderer', 'consultant' or 'bidder / vendor' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" Bidder for the purpose of this order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a

- country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. “Controlling ownership interest” means ownership of or entitlement to more than ten per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with ten percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:
1. Additive Manufacturing (e.g. 3D Printing)

2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
4. Chemical Technologies
5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software

**Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

## Contents

1.	Introduction.....	9
2.	Project overview and scope of work.....	9
3.	Contract period.....	9
4.	Pre-Qualification for Submission of Bid.....	10
5.	Bid Security (Earnest Money Deposit).....	11
6.	Performance Guarantee.....	13
7.	Payment Terms.....	13
8.	Sub - Contracting:.....	13
9.	Service Level Agreement and Non-Disclosure Agreement:.....	14
10.	Compliance with Laws:.....	14
11.	Termination:.....	14
12.	Grievance Redressal and Dispute Resolution:.....	15
13.	Governing Laws:.....	16
14.	Indemnity:.....	16
15.	Audit:.....	18
16.	Confidentiality:.....	18
17.	Prevention of Corrupt and Fraudulent Practices:.....	20
18.	Information/Cyber-Security Measures/Controls for selected Bidder/Vendor..	21
19.	Information & Secrecy:.....	21
20.	Authorized Signatory:.....	21
21.	Right to Reject Bids:.....	21
22.	General Terms and conditions.....	22
23.	Information Confidentiality:.....	28
24.	Disclaimer.....	29
	Annexure 01 - Guidelines for submission details.....	30
	Annexure 02 – Evaluation Terms.....	34
	Annexure 03 - Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure.....	42
	Annexure 04 A– Bid Security letter (Earnest Money Deposit) in electronic mode.....	44
	Annexure 04 B– Bid Security letter (Earnest Money Deposit) Bank Guarantee.....	46
	Annexure 04 C– Bid Security letter (Earnest Money Deposit) Micro and Small enterprises.....	50
	Annexure 05 – Undertaking from the Bidder.....	52
	Annexure 06 – Pre-Bid Queries Form.....	54
	Annexure 07 – Conformity Letter.....	55
	Annexure 08 – Undertaking of Information Security.....	56
	Annexure 09 – Project Details Scope of Work.....	57
	Annexure 10 - Technical bid evaluation.....	59

<b>Annexure 11 – Commercial Bid evaluation criteria.....</b>	<b>62</b>
<b>Annexure 12 – Commercial Bid.....</b>	<b>68</b>
<b>Annexure 13 – Binding Criteria for Technical Presentation.....</b>	<b>71</b>
<b>Annexure 14 - Performance Guarantee.....</b>	<b>72</b>
<b>Annexure 15 – Integrity Pact.....</b>	<b>76</b>
<b>Annexure 16 - Service Level And Non Disclosure Agreement Format.....</b>	<b>81</b>
<b>Annexure 17 – Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022.....</b>	<b>100</b>
<b>Annexure 18 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls.....</b>	<b>101</b>
<b>Annexure 19 – Information/Cyber-Security Measures/Controls for selected Bidder/Vendor.....</b>	<b>102</b>



## 1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at Alkapuri, Vadodara, Gujarat and Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for selection and empanelment of eLearning course developers with rate contract for a period of 2 years.

## 2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") for selection and empanelment of eLearning course developers with rate contract for a period of 2 years.
- 2.2. Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure-02 and also in a position to comply with the technical requirement as mentioned in Annexure 10 apart from the above the Bidder must also unconditionally agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detailed scope of work is mentioned in the Annexure 09. However, Bank reserves the right to modify/ change the scope of work at any phase.

## 3. Contract period

The bidders should note that the contract entered into with the successful bidders, i.e. those who will be engaged for rate contract for the purpose of ongoing development of eLearning courses for the Bank, will be for a period of -2- years, from the date of agreement, with annual review. All modifications/updates during the contract period should be part of the after sales service, included in the price quoted and finalized with the empanelled set of developers. The Bank will have the right to renegotiate these prices, and other terms of the agreement, at the end of the initial contract period of 2 years and the Bank can extend the contract as per its requirement.

#### 4. Pre-Qualification and submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “service” in conformity with Scope of Work stipulated in Annexure 09, may submit bid as described hereunder:

Three envelopes are required to be prepared as under –

Envelope No.-1 super-scribed with “Name of Bidder - Technical Bid”

Envelope No.-2 super-scribed with “Name of Bidder – Commercial Bid”

Envelope No.-3 super-scribed with “Name of Bidder - Bank of Baroda Apex Academy empanelment of eLearning course developers”

Envelope No.-1 AND Envelope No.-2 should be separately sealed and placed in Envelope No.-3 which is to be sealed and submitted offline on or before the last date for bid submission at the following address:

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat

No other form of submission of bids shall be permitted.

The bidders are also required to submit a soft copy of the technical eligibility requirements in a pen drive along with the hard copy. **THE COMMERCIAL QUOTE SHOULD NOT BE SUBMITTED IN SOFT COPY.** The soft copy should be placed in Envelope No.-1 (Technical Bid) and placed in the Envelope No. 3.

All bid responses/ tenders should contain the following:

1. Technical Eligibility Documents (Envelope No.-1) also including:

- Evaluation Terms - As per Annexure 02

- Declaration / undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure – As per Annexure 03.

- Bid Security/ Earnest Money Deposit – As per Annexure 04 A / Annexure 04

B / Annexure 04 C whichever applicable.

- Undertaking from bidder – As per Annexure 05.
- Conformity Letter - As per Annexure 07.
- Undertaking of Information Security – As per Annexure 08.
- Technical Bid Evaluation – As per Annexure 10.
- Pre-contract Integrity Pact - As per Annexure 15.
- Unstamped & signed Service level and non-disclosure agreement format – As per Annexure 16
- Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022 as per Annexure 17
- Declaration/ Undertaking from bidder to comply with the information and cyber security controls – As per Annexure 18
- Information/Cyber-Security Measures/Controls for selected Bidder/Vendor – As per Annexure 19

## 2. Commercial Bid documents (Envelope No.-2)

- Commercial bid evaluation criteria As per Annexure 11.
- Commercial bid – As per Annexure 12.

Conditional Offers/ bids with deviations from the conditions and other requirements stipulated in these documents will be summarily rejected as non-responsive and shall not be considered.

Bids submitted by any means/mode other than above mentioned will not be accepted by the Bank.

## 5. Bid Security (Earnest Money Deposit)

**5.1** Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid (Envelope No.-1). The proof of same is to be submitted along with technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through DD/ BC / electronic mode or a Bank Guarantee (Annexure 04 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are

as under.

- ✓ **Account Number-29760400000309**
- ✓ **Account Name – Baroda Apex Academy**
- ✓ **Branch- Vidhansabha Branch**
- ✓ **IFSC- BARB0VIDHAN (fifth character is Zero)**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within -1- month of the issue of contract order/letter of intent for any reason whatsoever; or
  - ▶ Fail to provide the performance guarantee/security deposit with agreement for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

**5.2 Unsuccessful Bidder's** - Bid security money deposit or Bank guarantee will be returned by the Bank within two weeks from closure of the RFP process. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

#### **Exemption for EMD amount:**

Exemption from submission of EMD shall be given to bidders, who are Micro or Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document registered under Udyam Registration and the bidders who are startups have to be recognized by Department for Promotion of Industry and Internal Trade (DPIIT) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of such registration certificate, which is valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining such certificates will not be considered for EMD and Tender cost exemption.

#### **Preference to make in India initiative**

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given as per the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

## 6. Performance Guarantee

- 6.1. The successful Bidder shall provide a Performance Guarantee along with the contract/agreement in the format as provided in Annexure 14 for Rs. 3,00,000/- for the entire period of the contract/agreement plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be that of a nationalized Bank or schedule commercial Bank only, other than Bank of Baroda.
- 6.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 6.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract/agreement.
- 6.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/offer/contract/agreement and the earnest money deposit taken from the Bidder, will be forfeited.

## 7. Payment Terms

Payment Terms are mentioned in Annexure 16.

## 8. Sub - Contracting:

The selected bidder / vendor/ vender shall not subcontract or permit anyone other than its personnel to perform any of the works, services or other performances required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please

note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

## 9. Service Level Agreement and Non-Disclosure Agreement:

9.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 16) within two months from the date of acceptance of letter of appointment or as intimated by the Bank, which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of empanelment offer.

9.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder as per applicable Stamp Act.

## 10. Compliance with Laws:

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

## 11. Termination:

11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate the contract and may invoke performance Bank guarantee or forfeit the security deposit as the case may be. Further Bank may impose such restriction/s on the defaulting bidder as it deems fit.



- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract or the work or any work given under the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, in such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

## 12. Grievance Redressal and Dispute Resolution:

- 12.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Head-Apex Academy at [sc.ahmedabad@Bankofbaroda.co.in](mailto:sc.ahmedabad@Bankofbaroda.co.in). It may please be noted that the grievance can be filed by only the bidder who has participated in procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

The Head, Apex Academy,  
Baroda Apex Academy, 6<sup>th</sup> floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

### Dispute Resolution:

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3. If the Bank's project manager and Bidder's project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of

arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

12.6. The seat and place of arbitration shall be Ahmedabad. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

12.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### 13. Governing Laws:

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Ahmedabad shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### 14. Indemnity

The Bidder / vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder / vendor under this Agreement; and/or
- an act or omission of the Bidder / vendor and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder / vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder / vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder / vendor under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or



- breach of confidentiality obligations of the Bidder / vendor contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Bidder / vendor or its employees or sub-contractors.

The Bidder / vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Bidder / vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Bidder / vendor in the defense and settlement of the claims.

However, (i) the Bidder / vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder / vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder / vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder / vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the eLearning course /software / equipment with eLearning course / software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder / vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Bidder / vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Bidder / vendor; or
- any change, not made by or on behalf of the Bidder / vendor, to some or all of the deliverables supplied by the Bidder / vendor or modification thereof, provided the infringement is solely on account of that change;

Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Bidder / vendor.

In the event of Bidder / vendor not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder / vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

## 15. AUDIT

All Bidder / vendor records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Bidder / vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder / vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder / vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## 16. CONFIDENTIALITY

The Bidder / vendor acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the Bank, which the Bidder / vendor shall treat as confidential.

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder / vendor or Bidder / vendor's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder / vendor irrevocably agrees and undertakes and ensures that Bidder / vendor and its employees shall keep the same secret and

confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Bidder / vendor shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder / vendor of its obligations hereunder.

b. Bidder / vendor shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Bidder / vendor.

c. Bidder / vendor shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Bidder / vendor shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder / vendor shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control of Bidder / vendor or its affiliates.

e. Bidder / vendor shall to the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Bidder / vendor hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Purchase order / Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the Bidder / vendor at the time of disclosure ;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Bidder / vendor from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Bidder / vendor agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or

alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder / vendor to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, BOB shall take all the reasonable care to protect all the confidential information of bidder / vendor delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Bidder / vendor and the Bank.

## 17. Prevention of Corrupt and Fraudulent Practices:

- 17.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder is required to sign an integrity pact as per the Annexure 15 of this RFP.
- 17.2. Every Bidder / Supplier / Contractor is expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
  - ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 17.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 17.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 18. Information/Cyber-Security Measures/Controls for selected bidder:

The selected bidder need to provide an undertaking on their letter head as per Annexure-18 to comply with the Information and cyber security controls given in the Annexure-19, on an ongoing basis and regulatory / legal guidelines and directives related to bidder / outsourcing issued by regulators / legal entities from time to time. The bidder shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Bidder have to ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected bidder has to abide with all clauses mentioned in the Annexure-19 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

## 19. Information and Secrecy

The Bidder must provide a written undertaking to the Bank to comply with the secrecy provision pursuant to Section 97 of Banking regulation act 1949 and other applicable laws. 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.

## 20. Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. In case of LLP / Partnership firm all partner should sign agreement/contract with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

## 21. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the proper Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.

- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

## 22. General Terms and conditions

- 22.1. The RFP document is not recommendation, offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 22.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 22.3. For Respondent Only: The RFP document is intended solely for the



- information of the party to whom it is issued (“the Recipient” or “the Respondent” or the Bidder) and no other person or organization.
- 22.4. **Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 22.5. **No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 22.6. **Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 22.7. **Evaluation of Offers:** Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 22.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidder unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 22.9. **Acceptance of Terms:** the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- 22.10. Only one submission of response to RFP by each Respondent / bidder will be permitted.
- 22.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 22.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 22.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 22.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation

process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

- 22.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 22.16. The Bank has established RFP coordinator to provide a venue for managing bidder relationship and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication must be addressed to the RFP coordinator / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 22.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 22.18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 22.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 22.20. Respondent should invariably provide details of their email addresses as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 22.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 22.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through physical mode only in the manner prescribed at point 4.
- 22.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their



- submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 22.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 22.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 22.26. The bidders are required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right to not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 22.27. Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 22.28. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 22.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- 22.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded to by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 22.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by

way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

22.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

22.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the Bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder and a different bidder may be selected based on the selection process.

22.34. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event of any bidder/s is/are not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

22.35. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

22.36. The bidder covenants and represents to the Bank the following:

- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- ▶ It has the corporate power and authority to enter into Agreements and perform its obligations thereunder.

22.37. The execution, delivery and performance under an Agreement by bidder:

- ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 22.38. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project/contract, from time to time.
- 22.39. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 22.40. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 22.41. The Bank reserves the right to extend the dates for submission of responses to this document.
- 22.42. 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 documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 22.43. 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 Bank has the right to disqualify the bidder whose clarification is not found suitable to the proposed project.
- 22.44. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations

- unless there is change in the terms and conditions of purchase.
- 22.45. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations or overwriting in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 22.46. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 22.47. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 22.48. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior written permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 22.49. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits if any, provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

### **23. Information Confidentiality:**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain

confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

## 24. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## Annexure 01 - Guidelines for submission details

**Technical Bid to contain the following (All the Documents should be signed by authorized representative of bidder)**

Section #	Section Heading	Pro-forma Given
1.	Eligibility criteria compliance, with bidder comments and supporting documents	Annexure 02
2.	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder.	Annexure 03
3.	Bid Security (Earnest Money Deposit) from Bidder (Transaction Details or Bank Guarantee or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups)	Annexure 04 A/B/C (whichever applicable)
4.	Letter of Undertaking from Bidder	Annexure 05
5.	Conformity Letter	Annexure 07
6.	Undertaking of Information Security (Bidder)	Annexure 08
7.	Executive Technical Summary	Bidder to provide
8.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 10
9.	Copy of the tender document along with annexures and addendum duly stamped and signed on all the pages of the document signed tender document.	Bidder to provide (signed documents from authorized representative of bidder)
10.	Commercial bid evaluation criteria	Annexure 11
11.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
12.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
13.	Integrity pact (Dully Signed and Stamped by Authorized Signatory on proper stamp paper)	Bidder to provide detailed Annexure 15
14.	Service Level And Non-Disclosure Agreement Format Dully Signed and Sealed (without	Annexure 16



Section #	Section Heading	Pro-forma Given
	Stamp duty) from Bidder.	
15.	Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022	Annexure 17
16.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 18
<p><b>Commercial Bid should be strictly as per Commercial bid format (Annexure – 12). Any commercial bid submitted not in conformity with Annexure – 12 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</b></p>		

## 1. Guidelines

### 1.1. Support Details:

Support details of facilitator	elearning@bankofbaroda.co.in 079-2397 3229
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### 1.2. Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda Website [www.bankofbaroda.in/tenders](http://www.bankofbaroda.in/tenders). Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted in physical mode only as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

### 1.3. Preparation & Submission of Bids

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “service” in conformity with Scope of Work stipulated in Annexure 09, may submit bid as described hereunder:

Three envelopes are required to be prepared as under –

Envelope No.-1 super-scribed with “Name of Bidder - Technical Bid”

Envelope No.-2 super-scribed with “Name of Bidder – Commercial Bid”

Envelope No.-3 super-scribed with “Name of Bidder - Bank of Baroda Apex Academy”

empanelment of eLearning course developers”

Envelope No.-1 AND Envelope No.-2 should be separately sealed and placed in Envelope No.-3 which is to be sealed and submitted offline on or before the last date for bid submission at the following address:

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat

No other form of submission of bids shall be permitted.

The bidders are also required to submit a soft copy of the technical eligibility requirements in a pen drive along with the hard copy. **THE COMMERCIAL QUOTE SHOULD NOT BE SUBMITTED IN SOFT COPY.** The soft copy should be placed in Envelope No.-1 (Technical Bid) and placed in the Envelope No. 3.

All bid responses/ tenders should contain the following:

1. Technical Eligibility Documents (Envelope No.-1) also including:

- Evaluation Terms - As per Annexure 02
- Declaration / undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure – As per Annexure 03.
- Bid Security/ Earnest Money Deposit – As per Annexure 04 A / Annexure 04 B / Annexure 04 C whichever applicable.
- Undertaking from bidder – As per Annexure 05.
- Conformity Letter - As per Annexure 07.
- Undertaking of Information Security – As per Annexure 08.
- Technical Bid Evaluation – As per Annexure 10.
- Pre-contract Integrity Pact - As per Annexure 15.
- Unstamped & signed Service level and non-disclosure agreement format – As per Annexure 16
- Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/



31.01.015/2022-23 Dated 23rd June 2022 as per Annexure 17

- Declaration/ Undertaking from bidder to comply with the information and cyber security controls – As per Annexure 18
- Information/Cyber-Security Measures/Controls for selected Bidder/Vendor – As per Annexure 19

## 2. Commercial Bid documents (Envelope No.-2)

- Commercial bid evaluation criteria As per Annexure 11.
- Commercial bid – As per Annexure 12.

Conditional Offers/ bids with deviations from the conditions and other requirements stipulated in these documents will be summarily rejected as non-responsive and shall not be considered.

Bids submitted by any means/mode other than above mentioned will not be accepted by the Bank.

### 1.4. Do's and Don'ts for Bidder

- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time.
- ▶ Part or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

#### 1.4.1. Important points to be noted

- The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and signed by the authorized signatory.
- Copy of the RFP document along with the addendum, if any, duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions set out therein should also be enclosed along with the technical bids in the envelope.
- All responses would be deemed to be irrevocable offers/proposals from the Respondent and if accepted by the Bank form part of the final contract between the Bank and selected Respondent. The Respondent is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

## Annexure 02 –Evaluation Terms

### 1. Evaluation process

A two-stage process is adopted for selection of the eLearning course developers.

- ▶ Stage 1 – Eligibility Bid Evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidders:
  - Technical Bid Evaluation
  - Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and Bank will not entertain any correspondence in this regard.

#### A. Eligibility Bid Evaluation

Eligibility criteria for the bidder to qualify this stage are clearly mentioned as below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates, if not specified, to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required (example)
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company registered in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must be in the business of eLearning course development for the last 3 years.		Documentary Proof to be attached
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authority or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
4	The Bidder is not from a country which shares a land border with India, in terms of the said amendments to GFR, 2017.		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required (example)
	or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Competent Authority (If applicable) (signed documents from authorized representative of bidder & OSD)
5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder).
6	The Bidder to provide an undertaking on his letter head that all the requirements highlighted as part of RFP document are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from bidder(self-certified letter)
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered average annual turnover (pertaining to eLearning course development only) of Rs. 100 Lakh or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).  <b>Below clause is applicable for MSE/Start-ups:</b>  The Bidder must have registered average annual turnover (pertaining to eLearning course development only) of Rs. 50 Lakh or above during		Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.  And / OR  Valid certification to claim MSE/Start-up exemptions.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required (example)
	<p>the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p>* If 2021-22 Financial Statements of any bidder are unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>		
2	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years –2019-20, 2020-21 and 2021-22*</p> <p><b>OR</b></p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required (example)
3	<p>Experience of having successfully carried out similar works / job i.e. developing of eLearning courses including, various levels of eLearning courses, Video, AR/VR/360 degree/ gamified learning as well as simulation work etc. and supplied the same to the PSU/ Banks/ Educational institutes/ Training institutes/ MOOCs / Ltd. companies. during last – 3 - years (as on 31.12.2022) should be any of the following: (Supporting documents should be Work Order, Agreement, Completion Certificate, Performance Certificate etc issued by the client of the bidder or CA certificate from the auditor of the firm / company)</p> <p>(A) Three similar completed works each costing not less than Rs.25 Lakh (Amount in a single contract) OR (B) Two similar completed works each costing not less than Rs. 50 Lakh (Amount in a single contract) OR (C) One similar completed work costing not less than Rs. 100 Lakh (Amount in a single contract)</p>		Completion certificate / Performance report from clients of bidder
4	The bidder firm should have prior experience in working on eLearning course development with at least 5 organisations including Government, Nationalised & Private Banks, PSU, Educational institute, Training institutes, MOOCs or Limited companies for minimum two years.		Agreement copies

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required (example)
5	Shall have adequate organizational setup and having sufficient number of experienced personnel, technical know-how, and infrastructure to fulfil our requirements well in time. (List of Software, List of Office Infrastructure and List of Technical Employees- with their qualification & experience shall be attached).		Letter signed by competent authority
6	Shall fulfil criteria as per the technical evaluation marking sheet.		

Note :

- 1 Applications by those firms who do not submit Performance Certificates from their previous employers /clients / CA certificate from auditor of the firm, shall be liable to be summarily rejected.
- 2 Above required experience shall be by the bidder only without any group work in collaboration with other firms/ individuals.

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Annexure 10.

## B. Commercial Bid Evaluation

The commercial bids will be evaluated as per the matrix given at Annexure 12

Lowest 6 or more bidders may be called for agreement execution.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

### 2. Commercial Bids Terms

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the quoted rate. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outrightly.



- b. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR will not be considered. The date for opening of price bids would be communicated separately to the successful bidders post completion of the technical evaluation
- c. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- d. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which have been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offer, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- e. If any Tax authority of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- f. Terms of payment as indicated in the agreement will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- g. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not

be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

- h. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- i. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- j. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

### 3. Price Comparisons

- a. The successful bidder will be determined on the basis of evaluation method mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
  - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in the commercial bid (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.



- ▶ The Bidders are expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

**Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

**(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)**

To

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02<sup>nd</sup> July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and

is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

**Annexure 04 - A – Bid Security letter (Earnest Money Deposit)**

**(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)**

To,

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

**Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years.**

We ..... having our registered office at ..... (Herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Baroda Apex Academy, Bank Account No. 29760400000309

**Beneficiary Bank IFSC Code:** BARB0VIDHAN (fifth character is Zero)

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (Herein after called the 'BIDDER') are providing our Bank account details as per below to be considered as our account for refund of

Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No. (Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & Bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**Annexure 04 - B Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)**

To,  
Bank of Baroda  
.....

Date DD-MM-YYYY

Dear Sir,

**Sub.: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as "the VENDOR") proposes to offer its response to RFP No.. #: (RFP details) ..... (Hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favor to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE,.....having..... .. Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the



VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of ..... Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only ) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
  - i) our liability under this Guarantee shall not exceed Rs.....( Rupees.....only) ;
  - ii) This Bank Guarantee shall be valid up to and including the date ..... and
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:  
BRANCH NAME & ADDRESS: BANK OF BARODA, VIDHANSABHA BRANCH,  
GH 4, NEAR UDYOG BHAVAN, SECTOR-11, GANDHINAGAR- 382011, GUJARAT.  
IFSC CODE: BARB0VIDHAN (FIFTH LETTER IS "ZERO")
4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

**Annexure 04 - C Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)**

To,

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

**Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no: .....floated for ..... At para no: ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person of .....to make the declaration for and on behalf of ..... Letter of Authority for executing declaration is enclosed

**Signed:** (insert signature of person whose name and capacity are shown)  
**in the capacity of :** (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

## Annexure 05 – Undertaking from the Bidder

To

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

### **Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. Commercial Bid evaluation criteria (Annexure 11) and Commercial Bid (Annexure 12) have been submitted without any deviation.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent - .....(please specify NA if not applicable)
  - ii. Amount and Currency in which Commission paid / payable - .....(please specify NA if not applicable)
  - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - .....(please specify NA if not applicable)
7. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
8. We certify that we have provided all the information requested by the Bank in the



format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

### Annexure 06–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

<b>Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years</b>					
<b>Sr. No.</b>	<b>Page #</b>	<b>Point / Section #</b>	<b>Category (Eligibility/ Scope/Commercial/Legal/General)</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/ Suggestion/ Deviation</b>
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

## Annexure 07–Conformity Letter

***(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)***

To  
The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

### **Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

Further to our proposal dated ....., in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**Annexure 8 –Undertaking of Information Security**

**(This letter should be on the letterhead of the Bidder / Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)**

To  
The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

**Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

We hereby undertake that the proposed hardware / software / eLearning course to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ Hardware / eLearning course and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 09 – Project Details Scope of Work

### Purpose

Bank of Baroda has Comprehensive Training Structure covering Apex Institute at Gandhinagar, Zonal Academies and Satellite Learning Units which are designed to provide unique user experience, increased accessibility and optimized utilization. Bank's own eLearning platform Baroda Gurukul facilitates learning to Bank's approx. 80,000 employees through various learning approaches. To satisfy continuously changing learning needs of the organization, Baroda Apex Academy is committed to provides alternate learning channels to its employees apart from classroom training. Bank is presently having more than -300- eLearning courses on various Banking topics. To facilitate this eLearning, Bank is outsourcing the course development services. This tender is being floated to select approx. -3- nos. eLearning course developers to provide services for developing eLearning courses of various -11- defined levels.

The Bank now wants to add more eLearning courses for the benefit of its employees. Bank proposes to outsource the design and development of the eLearning courses. The course content for these courses would be provided by the Bank in text, pdf, ppt or other suitable formats either in hard or soft copy, preferably in soft copy. The eLearning courses will have to be SCORM/other standard compliant for latest version as at the time of developing for uploading to the Bank's LMS.

In line with the purpose of building a robust eLearning system with high quality content for the Bank's learning needs, the Bank desires to empanel **SIX** eLearning course developers for a contract period of 2 years to work with the Bank's faculty members/eLearning project managers to develop eLearning courses for Bank's employees.

The eLearning course development work will be distributed equally among the selected bidders at Bank's discretion. However, the same will depend upon the requirement of the work, response of the bidder, TAT observed by the bidder, pendency with the bidders etc. Bank's decision will be final in awarding the work.

eLearning course developers who are interested in participating in this RFP must fulfil the eligibility criteria mentioned in RFP and also in a position to comply with the requirements for eLearning course development as mentioned in the project scope.

Apart from the above the bidder must also unconditionally agree to all our terms & conditions mentioned under this RFP.

## Project Scope

Bank will empanel the successful bidders and the broad scope of their work would include the following:

- a) Design and development of SCORM/AICC/XAPI/ HTML 5 or other standards compliant eLearning course based on the inputs provided by the Bank. The design and content will be developed in collaboration with the Bank. The Bank will own it and will have all Intellectual Property Rights /copyright on it.
- b) Provide Support for deployment of the eLearning courses on the LMS.
- c) The course should also be accessible through mobile devices / handheld devices.
- d) eLearning courses should be 508 compliant (accessible to visually impaired users).



## Annexure 10 – Technical Bid Evaluation

The vendor needs to secure a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The technical bids will be evaluated in the following manner.

- Mark-sheet for Technical Evaluation :**

Sr. No.	Marking Criteria	Max. Marks	Supporting Document Required	Marks by Vendor	Marks by Bank
<b>A</b>	<b>Experience in eLearning course development (No. of years of firm establishment)</b>				
	> 5 years	10	Registration of Firm, MOA (with object clause and date of eLearning development), AOA , Oldest invoice for development of eLearning course, etc.		
	4.1 to 5	8			
	3.1 to 4	6			
<b>B</b>	<b>Turnover of last 5 years (Rs. In Crores) (Cumulative) pertaining to eLearning courses development only</b>				
	> 6.5 Cr.	10	Certificate from Registered CA		
	5.1 to 6.50 Cr.	8			
	3.51 to 5 Cr.	6			
	2.5 to 3.50 Cr.	4			
<b>C</b>	<b>Client Base (Banking / PSU / Limited Companies / MNCs/ Educational Institute/ Training institute/ MOOCs) (no of clients) (Last 3 years)</b>				
	> 30	10	Agreement copies		
	21 to 30	7			
	15 to 20	5			
	Less than 15	0			
<b>D</b>	<b>No. of eLearning development Skilled employees working since last 2 years (on payroll)</b>				
	> 20	10			

	11 to 20	7	Appointment / contract letter with job specifications		
	5 to 10	5			
	Less than 5	0		Employees with job role of instructional designing, Graphics designing, developer will only be reckoned	
<b>E</b>	<b>Feedback from existing client</b>				
	Satisfactory	5	Letter from client (Minimum -2- feedback)		
	Non-Satisfactory	0			
	No Feedback provided by client	0			
<b>F</b>	<b>Credit worthiness (CIBIL)</b>				
	No Adverse remark	5	CIBIL report		
	Only upto SMA 1	3			
	All other	0			

Sr. No.	Marking Criteria	Max. Marks	Supporting Document Required	Marks obtained
<b>G</b>	<b>Presentation of Existing work</b>			
	Graphics Quality	3	Marks will be awarded by evaluation committee on the basis of presentation	
	Interactivity	3		
	Engagement Level	3		
	Instructional Design usage	3		
	Synchronization	3		
	Overall Creativity and quality	5		
<b>H</b>	<b>Presentation of newly developed eLearning course on topic/content provided by Bank. (10 minutes course)</b>			
	Graphics Quality	3	Marks will be awarded by	
	Interactivity	3		

	Engagement Level	3	evaluation committee on the basis of presentation	
	Instructional Design usage	3		
	Synchronization	3		
	Overall Creativity and quality	5		

**Note: 1. Minimum passing marks required are 70 out of 100.**

**2. Marking exercise will be carried out only for those bidders who qualify as per the pre-qualification criteria.**

**3. Price-bid will be opened and processed only for those bidders who secure minimum 70 marks as mentioned above**

**4. Bidders are requested to submit self- marked sheet for criteria A to F**

- Maximum 45 minutes duration will be allotted for presentation to all qualified bidders. The Evaluation Committee will assess the presentation based on matrix given above.

In case there are less than -6- bidders having technical score of 70%, the Bank may, at its sole discretion, lower the benchmark technical score at 65% and qualify such bidders. In case, none of the participating bidders qualify on technical criteria and score cut-off of 70%, then the Bank, at its sole discretion, may qualify top -6- scoring bidders or less number of bidders on the basis of their technical score. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by providing relaxation as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts / site visits are negative or the proposed service/projects/solution does not meet the Bank's requirement.

**Annexure 11- Commercial Bid evaluation criteria**

(Amount in Rs.)

A "Quoted Rate" will be calculated for all "Technically Qualified bidders" based on the level wise quotes submitted by the bidders after applying weights to the quotes for each level as shown in the Table below.

Example of calculation of "Quoted Rate" is shown below:

No	Type	Level	Quote Submitted (i.e. price /course) of ONE minute duration/length Excluding GST	Weight	Weighted quote
A	B	C	D	E	F = E x D
1	eLearning	Level 1	X	5%	Y
2	eLearning	Level 2	X	25%	Y
3	eLearning	Level 3	X	10%	Y
4	Videos	Level 1	X	10%	Y
5	Videos	Level 2	X	15%	Y
6	AR/VR/360 degree /Gamified Learning	Level 1	X	5%	Y
7	AR/VR/360 degree /Gamified Learning	Level 2	X	5%	Y
8	Simulations	Level 1	X	5%	Y
9	Simulations	Level 2	X	10%	Y
10	Simulations	Level 3	X	5%	Y
11	Simulations	Level 4	X	5%	Y
<b>QUOTED RATE</b>					<b>ΣY</b>

Applicable HSN Codes	X
Corresponding GST %	X

Column A to C and E are prefilled by the Bank while column F will be calculated on the basis of level wise rates quoted by bidder in column D in commercial bid. Therefore, bidders will have to mention their level wise rates in column D excluding GST.

Bidder wise quoted rates will be reckoned for identifying bidders to call for agreement.

Example

Sr. No.	Bidder Name	Quoted rate	Position
1	Bidder -1	1000	L6
2	Bidder -2	800	L4
3	Bidder -3	900	L5
4	Bidder -4	600	L2
5	Bidder -5	1100	L7
6	Bidder -6	1000	L6
7	Bidder -7	1200	L8
8	Bidder -8	500	L1
9	Bidder -9	900	L5
10	Bidder -10	750	L3

Bidders quoting the lowest -6- "Quoted Rates" will be called for the agreement. In case more than -6- bidders fall in L1 to L6 criteria, Bank may at its discretion offer lesser or higher number of bidders for agreement. Marks secured in the technical assessment may be reckoned for finalizing the bidders in this case.

Bidders will be called for agreement with the level wise rates mentioned in the following table.

Final agreement will be executed at the level wise lowest rates across -6- (or more) shortlisted bidders as explained in below table.

Tender For Rate Contract with the eLearning course Developers					
Agreement Criteria- Level wise rates					
Sr No	Name of Bidder	eLearning	Video	AR/VR/3 60 degree	Simulation

						/Gamified Learning							
		Lvl -1	Lvl -2	Lvl -3	Lvl -1	Lvl -2	Lvl -1	Lvl -2	Lvl -1	Lvl -2	Lvl -3	Lvl -4	
1	Bidder-8	L2	L3	L2	L1	L2	L3	L4	L6	L5	L1	L4	
2	Bidder-4	L5	L2	L4	L5	L6	L1	L6	L4	L1	L3	L5	
3	Bidder-10	L4	L6	L5	L3	L1	L4	L1	L2	L2	L4	L3	
4	Bidder-2	L1	L4	L6	L2	L5	L5	L2	L3	L6	L6	L6	
5	Bidder-3	L6	L5	L1	L6	L4	L2	L5	L5	L4	L2	L1	
6	Bidder-9	L3	L1	L3	L4	L3	L6	L3	L1	L3	L5	L2	
<b>Agreement Rate- Offer Rate</b>		<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	
<b>Note: All the six bidders will be offered with L1 rate as above for all -11- types of levels.</b>													

**Note:**

eLearning course duration: Course duration will be reckoned as under:

No	Type	Level	Specifications	Duration Count
1	eLearning course	Level 1	Scenario based learning, eLearning with Limited Interactions (Drag-and-drop, single/multiple select). In this level, students might be required to associate with the learning condition through interactive "problem areas", movements, interactive activities with sight and sound. Such interactivity stretches out a level of control to the student.	20-25 screens/slides (excluding assessment) is equivalent to 30 minutes of learning content
2	eLearning course	Level 2	Case study-based learning, eLearning with Complex Interactions (Case study based), Moderate interaction takes place at this stage. Students have marginally more control over their learning knowledge. These eLearning courses are more modified and modern. This level may include: energized video, altered sound, complex simplified cooperation, reenactments, stories and spreading situations, and multimedia.	18-23 screens/slides (excluding assessment) are equivalent to 30 minutes of learning content



3	eLearning course	Level 3	In this level of intelligence, students have full control over their learning condition. They are required to collaborate with the screen at each progression of the ideal introduction. They are given opportune criticism that guides them in basic leadership and aids them to the following stage. Interactive eLearning cases at this level include: interactive diversions, recreated work execution works out, modified sound or recordings, symbols, stories and situations, and in addition interactive media. This is by far, the utmost stage of enhanced eLearning Interactivity.	13-18 screens/slides (excluding assessment) are equivalent to 30 minutes of learning content
4	Videos	Level 1	2D Graphics with interactivity & Medium to High creativity for learning using instructional design	Actual runtime
5	Videos	Level 2	2D / 3D Graphics with interactivity & High creativity for learning using instructional design	Actual runtime
6	AR/VR/360 degree /Gamified Learning	Level 1	Content in AR/VR/360 degree with gamified form using 2D graphics and highest level of creativity in instructional design	Actual runtime
7	AR/VR/360 degree /Gamified Learning	Level 2	Content in AR/VR/360 degree with gamified form using 3D graphics and highest level of creativity in instructional design	Actual runtime
8	Simulations	Level 1	Point and Click (learners are invited to click on different parts of the screen capture for further information. Information may appear in the form of a pop-up box superimposed over the screen, or as a result of a simple action such as dropping down a menu from a tool bar.)	45-50 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content
9	Simulations	Level 2	Data Input (simulate input elements, such as menus, drop-down areas, check boxes and data entry fields. Although data input simulations don't mimic all the behaviours of the application, enable the learner to enter data in a realistic format and thus enhance knowledge retention.)	30-35 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content
10	Simulations	Level 3	Multiple Input Paths (Complex style simulations allow the learner a choice of routes for completion of a simulation and allow for greater complexity and sophistication of user interaction.)	20-30 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content
11	Simulations	Level 4	Full Simulation (A full simulation covers all possible interactions available)	15-20 screens/slides

Request for Proposal for selection and empanelment of eLearning course developers  
with rate contract for a period of 2 years

				(excluding assessment) are equivalent to 15 minutes of learning content
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### Content type wise timeline for development stages

Sr No	Type	Level	Time line for Development Stages				Maximum duration for completion
			Storyboard	Alpha	Beta	Golden	
1	eLearning	Level 1	10 days	7 days	7 days	7 days	31 days
2	eLearning	Level 2	10 days	7 days	7 days	7 days	31 days
3	eLearning	Level 3	10 days	7 days	7 days	7 days	31 days
4	Videos	Level 1	10 days	7 days	7 days	7 days	31 days
5	Videos	Level 2	10 days	7 days	7 days	7 days	31 days
6	AR/VR/360 degree /Gamified Learning	Level 1	10 days	7 days	7 days	7 days	31 days
7	AR/VR/360 degree /Gamified Learning	Level 2	10 days	7 days	7 days	7 days	31 days
8	Simulations	Level 1	10 days	7 days	7 days	7 days	31 days
9	Simulations	Level 2	10 days	7 days	7 days	7 days	31 days
10	Simulations	Level 3	10 days	7 days	7 days	7 days	31 days
11	Simulations	Level 4	10 days	7 days	7 days	7 days	31 days

To,  
 The Head, Apex Academy,  
 Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
 Sector-11,  
 Gandhinagar- 382011, Gujarat.

**We have understood the commercial evaluation process as mentioned in the Annexure 11 above. We abide by following terms and conditions:**

- a. All Deliverables to be supplied as per RFP requirements provided in the tender.
- b. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- c. All prices to be in Indian Rupee (INR) only.
- d. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation for during the contract period.
- e. All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- f. All deliverables to be supplied as per tender requirements provided in the tender.
- g. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- h. Commercial quote signed is final.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

I/We reiterate having understood the commercial bid evaluation criteria and accept the same.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

**(NB: No data is to be filled in formats given in Annexure-11. For filling commercial data please refer to Annexure-12 – Commercial bid)**

**Annexure 12–Commercial Bid**

(AMT in Rs.)

To

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

**Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

I/We submit commercial bid as under:

No	Type	Level	Quote Submitted (i.e. price /course) Excluding GST of ONE minute duration/length	Weight	Weighted quote
A	B	C	D	E	F = E × D
1	eLearning	Level 1		5%	
2	eLearning	Level 2		25%	
3	eLearning	Level 3		10%	
4	Videos	Level 1		10%	
5	Videos	Level 2		15%	
6	AR/VR/360 degree /Gamified Learning	Level 1		5%	
7	AR/VR/360 degree /Gamified Learning	Level 2		5%	
8	Simulations	Level 1		5%	
9	Simulations	Level 2		10%	
10	Simulations	Level 3		5%	
11	Simulations	Level 4		5%	
<b>QUOTED RATE (Sum of 'F' item 1 to 11)</b>					

The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in column 'D' and Weighted quote (calculated by multiplying price with weight) in column F. Sum of column F is to be mentioned against QUOTED RATE in the bottom row.

Applicable HSN Codes	
Corresponding GST %	

**Note:**

- Bidders are required to quote per minute price for all the type of courses mentioned above.
- For duration calculation of last incomplete minute, if any, if the duration is more than 15 seconds it will be counted as a complete minute. However, bidders / vendors will be required to quote actual duration in the invoices.
- Estimated average duration of our courses is -15- minutes.
- Payment will be done only after successful uploading of the course on Bank's learning platform or use of the content as per Bank's requirement and certified by Bank's concerned officer.
- Bank do not commit any minimum quantum of work allocation to any bidder. However, the eLearning course development work will be distributed evenly among the selected bidders at Bank's discretion.
- In case if any bidder / vendor fails to deliver any eLearning course as awarded to it by the Bank within the prescribed duration, Bank at its discretion may award the same to the other bidder / vendor. In this case the failed bidder will not be eligible for any payment against whatever work done.

**Penalty & Liquidated Damages (LD):**

- If bidder / vendor fails to complete the due performance of the development in accordance to the terms and conditions agreed, then BOB reserves the right to cancel the work order and impose penalty not less than Rs 5000/- per stage of development or part thereof, elapsed till the date of order cancellation by the Bank. Eg. After giving work order on 1st March 2023, vendor is expected to complete various stages on 10th, 17th, 24th and 31st day of the month. If Bank cancels the order on 16th day a penalty equal to Rs 10000/- may be imposed treating time elapsed equal to first 2 stages.
- In case of termination of contract on account of non-performance and / or unsatisfactory performance BOB reserves the right to forfeit security deposit as liquidated damages.
- Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

- Penalty and LD are not applicable for reasons attributable to the Bank or Force Majeure. However, this is the responsibility of the Bidder / vendor to prove that the delay is attributable to BOB or Force Majeure. The Bidder / vendor shall submit the proof authenticated by the Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.

**We abide by following terms and conditions:**

- a. All Deliverables to be supplied as per RFP requirements provided in the tender.
- b. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- c. All prices to be in Indian Rupee (INR) only.
- d. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation for during the contract period.
- e. All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- f. All deliverables to be supplied as per tender requirements provided in the tender.
- g. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- h. Commercial quote signed is final.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

### **Annexure 13 – Binding Criteria for Technical Presentation**

The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process:

- At least one senior representative from bidder's organization should be present in the technical presentations.
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same ones that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the approach / methodology being proposed for the Bank.
- Both technical and administrative aspects of the project should be given suitable coverage.
- All aspects of requirements (technical scope) in the RFP should be covered in the presentation.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable.
- Focus should be on bringing out clearly what is specific / different / novel about your approach, not on beefing up the presentation with commonly known and/or spurious information.



## Annexure 14-Performance Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their offer letter no. .... dated ..... (Hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... For ..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial Bank in India other than the Bank of Baroda in your favor for Rs. 3,00,000/- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,.....a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's ..... Office at ..... and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) .....through our local office at..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee

without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....../-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the agreement / contract and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the agreement / contract or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the agreement / contract and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the agreement / contract and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said agreement / contract and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ....../- ( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said .....

- (Date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
  6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
  7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the agreement / contract and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
  8. Any notice by way of demand or otherwise hereunder may be sent by special email, courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
  9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
  12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
  13. Notwithstanding anything contained herein above;
    - a. our liability under this Guarantee shall not exceed Rs. 3,00,000/- (Rupees three lakhs only)
    - b. this Bank Guarantee shall be valid and remain in force up to and including the date ..... and
    - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or

before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ..... 20.....

For and on behalf of

Branch Manager

Seal and Address

**NOTE:**

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, VIDHANSABHA BRANCH, GH 4, NEAR UDYOG BHAVAN, SECTOR-11, GANDHINAGAR- 382011, GUJARAT. IFSC CODE: BARB0VIDHAN (FIFTH LETTER IS "ZERO")

4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

## Annexure 15 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_\_.

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Alkapuri, Vadodara, Gujarat and Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

.....hereinafter referred to as "The Bidder".

#### Preamble

BOB is one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource bidder / vendors.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of BOB

- 1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
  - a. No employee of the BOB , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not

provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)**

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
  - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

### **Section 4 - Compensation for Damages**

- 1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders / Subcontractors**

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)**

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

- 1) The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 2) The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 3) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory



for him / her to treat the information and documents of the Bidders as confidential.

- 4) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 5) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 6) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 9) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 10) The word 'Monitor' would include both singular and plural.

### **Section 9 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BOB or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

### **Section 10 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

**Section 11 - Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Baroda Apex Academy of the BOB, i.e. Gandhinagar / Ahmedabad
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexures, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the BOB)

\_\_\_\_\_  
(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

\_\_\_\_\_

Witness2:

(Name & Address)

\_\_\_\_\_

## Annexure 16 - SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

This Agreement is made in \_\_\_\_\_ this..... Day of ..... 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

### AND

\_\_\_\_\_, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at \_\_\_\_\_, hereinafter referred to as “the Bidder / vendor” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Bidder / vendor hereinafter are individually referred to as “Party” and collectively as “Parties”)

### WHEREAS

Bank, with a view to develop an eLearning course for the benefit of its employees and to meet the training needs of the employees approached vendors herein with a request to design and develop a eLearning course/s which the bidder / vendor herein above has agreed to do based upon the content provided by the Bank in text, pdf, ppt or any other formats either in hard, soft copy or in both which are SCORM or any other compliant for latest version at the time of developing eLearning course/s for uploading in Bank’s LMS for the purpose of building a robust e-learning system with high quality content.

The vendors in response to BOB request, submitted its offer and has represented that it is engaged in the business of eLearning course development and services related to such applications, and has the requisite infrastructure and skill in the form of knowledge, experience, experts, staff and capability to provide required service to BOB. Relying on representations of ..... and other applicable criteria, ..... was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a letter of invitation dated ..... to .....

It is a condition in the letter of invitation that ..... will execute a Service Level and Non-Disclosure Agreement with BOB with all the services and terms and conditions detailed herein below.

Therefore, the bidder / vendor in consideration of Bank issuing a letter of intent mentioned above, has agreed to execute these presents with terms mentioned herein below

In witness whereof, the parties mutually agree as follows

## NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

### 25. DEFINITIONS

- Bank, BOB means 'Bank of Baroda'
- Recipient, Respondent, Bidder, bidder / vendor, means the respondent to the RFP document
- RFP means the Request for Proposal document
- Proposal / Bid means "Response to the RFP Document"
- Support means Support & Services to be provided as part of the Scope of Work
- SLA means Service level Agreement
- NDA means Non-Disclosure Agreement
- SBA means Saving Bank Account
- DEM means Data Exchange Model
- Central Vigilance Commission (CVC)
- Support means Support & Services to be provided as part of the Scope of Work
- Management Information System (MIS)
- SP means Bidder / vendor/ tenderer
- LMS means Learning Management System
- Course content – Data/Information/guidelines in text/pdf/ppt/print etc. format on base of which an eLearning course is developed
- eLearning course – HTML 5, XAPI, SCROM or other standards compliant package, videos, simulations, AR/VR content, to be used as a module on Bank's LMS.
- Service : Development of eLearning course

### 26. TERM

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

### 27. SCOPE OF SERVICE

The vendor agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

### 28. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

### 29. Code of Ethics

M/s \_\_\_\_\_, (Vendor/Bidder / vendor/Supplier/ Consultant/Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract

**30. Contract Period**

(Terms mentioned in the RFP)

**31. DELIVERY**

(Terms mentioned in the RFP)

**32. Supply, Installation, Testing, Commissioning & Acceptance (SITC)**

(Terms mentioned in the RFP)

**33. Warranty**

(Terms mentioned in the RFP)

**34. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No...

Escalation matrix for support should also be provided with full details.

**35. PAYMENT TERMS**

1. The charges will only be paid after completion of the work order to the satisfaction of the Bank.
2. These charges to the empanelled developer will be as per the commissioning rate of content development finalized as per the table below

No	Type	Level	Duration Count	Rate
1	eLearning course	Level 1	20-25 screens/slides (excluding assessment) is equivalent to 30 minutes of learning content	XXX
2	eLearning course	Level 2	18-23 screens/slides (excluding assessment) are equivalent to 30 minutes of learning content	XXX
3	eLearning course	Level 3	13-18 screens/slides (excluding assessment) are equivalent to 30 minutes of learning content	XXX
4	Videos	Level 1	Actual runtime	XXX
5	Videos	Level 2	Actual runtime	XXX
6	AR/VR/360 degree /Gamified Learning	Level 1	Actual runtime	XXX

7	AR/VR/360 degree /Gamified Learning	Level 2	Actual runtime	XXX
8	Simulations	Level 1	45-50 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content	XXX
9	Simulations	Level 2	30-35 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content	XXX
10	Simulations	Level 3	20-30 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content	XXX
11	Simulations	Level 4	15-20 screens/slides (excluding assessment) are equivalent to 15 minutes of learning content	XXX

3. The development work would be deemed completed only when: 1) it is delivered and deployed on the portal successfully, 2) has been tested, and 3) has been given a final sign-off from Bank's appointed project manager.
4. The Bank would release the amount of invoice as per the payment terms after the sign-off of completion to a work order/request is granted
5. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. The prices are exclusive of GST.
6. Payment for each course will be released as per above payment terms on submission of final sign-off from Bank's appointed project manager.
7. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, BOB shall make payment within 30 days from the date the dispute stands resolved.

#### Other Terms related to payments

- Payments, if any, shall be made subject to deductions of TDS/ GST-TDS and such other taxes as may be applicable from time to time.
- The developer shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- The developer shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted by the Bank.



- All rights for reproduction, editing and future use of the content developed for the Bank shall be with the Bank unless otherwise stated explicitly and agreed by the Bank at the time of issuing the work order/request to any of its empanelled developers.
- Vendor shall fully indemnify, defend and hold the Bank harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against Bank of Baroda or which Bank of Baroda may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of the contract by the developer or its agents, employees, officers or any matters arising upon or by virtues of the contract.
- The Bank, ,may, at any time, by a written order given to a developer, make changes within the general scope of the contract related to terms & references, enlarging or reducing the scope or specifications. If any such change causes an increase or decrease in the cost of, or time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall be amended accordingly.
- The invoices for claiming the payment should be submitted along with the following documents:
  - 1) Final sign-off from Bank's appointed Project Manager.

### **36. Performance of the bidder / vendor**

Delivery and performance of the services shall be made by the bidder / vendor in Accordance with the time schedule specified by BOB in its work order of the for content development requirement. It also covers Saturdays and Sunday and other holidays where BOB may require Services in case developed eLearning course are not made available in the stipulated delivery period, as indicated in the work order or request the Bank reserves the right either to accept the work by imposing penalty or short close cancel the work order request and/or recover liquidated damage charges. The cancellation / short closing of the order shall be at the risk and responsibility of the developer.

Delay by the eLearning course developer in the performance of its delivery obligations shall render the developer liable to any other action which BOB deems fit, viz blacklisting circulation of name in industry etc.

### **37. Penalty & Liquidated Damages (LD):**

- If bidder / vendor fails to complete the due performance of the development in accordance to the terms and conditions agreed, then BOB reserves the right to cancel the work order and impose penalty not less than Rs 5000/- per



developmental stage (as mentioned in RFP) or part thereof, elapsed till the date of order cancellation by Bank. Eg. After giving work order on 1st March 2023, vendor is expected to complete various stages on 10th, 17th, 24th and 31st day of the month. If Bank cancels the order on 16th day a penalty equal to Rs 10000/- may be imposed treating time elapsed equal to first 2 stages.

- In case of termination of contract on account of non-performance, and / or unsatisfactory performance BOB reserves the right to forfeit security deposit as liquidated damages.
- Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.
- Penalty and LD is not applicable for reasons attributable to the Bank or Force Majeure. However, this is the responsibility of the Bidder / vendor to prove that the delay is attributable to BOB or Force Majeure. The Bidder / vendor shall submit the proof authenticated by the Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.
- The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract/agreement.

### **38. SET-OFF**

Without prejudice to other rights and remedies available to the Bank, the Bank shall be entitled to set-off or adjust any amounts due to the Bank under this clause from the Bidder / vendor against payments due and payable by Bank to the Bidder / vendor for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

### **39. COVENANTS OF THE BIDDER / VENDOR**

The Bidder / Vendor shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the bidder / vendor shall not substitute the key staff identified for the services mentioned in this Agreement.

The bidder / vendor shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of the Bank:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by the Bank; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of the Bank.

All employees engaged by the bidder / vendor shall be in sole employment of the bidder / vendor and the bidder / vendor shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the bidder / vendor.

The bidder / vendor:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to the Bank and in the custody of the Bidder / vendor for any amount due or claimed to be due by the Bidder / vendor from Bank.
- v. shall regularly provide updates to Bank with respect to the provision of the services and shall meet with the personnel designated by Bank to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.
- vii. shall not violate any proprietary and intellectual property rights of Bank or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the Bank and communicated to the Bidder / vendor from time to time.

- ix. shall not work in a manner which, in the reasonable opinion of Bank , may be detrimental to the interests of Bank and which may adversely affect the role, duties, functions and obligations of the Bidder / vendor as contemplated by this Agreement.
- x. shall be liable to Bank for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Bidder / vendor while providing the services to the Bank.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of the Bank.

#### **40. CONFIDENTIALITY**

The Bidder / vendor acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the Bank, which the Bidder / vendor shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder / vendor or Bidder / vendor's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder / vendor irrevocably agrees and undertakes and ensures that Bidder / vendor and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Bidder / vendor shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder / vendor of its obligations hereunder.
- b. Bidder / vendor shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Bidder / vendor.
- c. Bidder / vendor shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Bidder / vendor shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder / vendor shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder / vendor or its affiliates.
- e. Bidder / vendor shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Bidder / vendor hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Purchase order / Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Bidder / vendor at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Bidder / vendor from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Bidder / vendor agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder / vendor to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, BOB shall take all the reasonable care to protect all the confidential information of bidder / vendor delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Bidder / vendor and the Bank.

#### **41. INDEMNITY**

The Bidder / vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder / vendor under this Agreement; and/or
- an act or omission of the Bidder / vendor and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder / vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder / vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder / vendor under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Bidder / vendor contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Bidder / vendor or its employees or sub-contractors.

The Bidder / vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Bidder / vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Bidder / vendor in the defense and settlement of the claims.

However, (i) the Bidder / vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder / vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder / vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder / vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the eLearning course /software / equipment with eLearning course / software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by

the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder / vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Bidder / vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Bidder / vendor; or
- any change, not made by or on behalf of the Bidder / vendor, to some or all of the deliverables supplied by the Bidder / vendor or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Bidder / vendor.

In the event of Bidder / vendor not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder / vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

## **42. PROPERTY RIGHTS**

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.



Without prejudice to above paras all the interim/ final deliverables shall be the property of the Bank or subject to requisite payments to the bidder / vendor deemed to grant exclusive, perpetual rights to use of the deliverables in favor of the Bank.

#### **43. PERFORMANCE GUARANTEE**

Bidder / vendor, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs. 3,00,000/- (Rupees three lakhs Only) in favor of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of 24 months with additional claim period of three months after expiry of validity period.

#### **44. TERMINATION**

In following events Bank shall terminate this assignment or cancel any particular order if bidder / vendor:

Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Bidder / vendor to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Bidder / vendor is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of eLearning courses not according to specified type/level.
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder / vendor and such appointment continues for a period of twenty one (21) days;
- The Bidder / vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Bidder / vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Bidder / vendor becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any



subsequent agreement and / or any particular order, in whole or in part by giving Bidder / vendor at least 60 days prior notice in writing.

### **Effect of termination**

If the Bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case BOB reserves the right to get the balance contract executed by another party of its choice. In this event, the Bidder / vendor shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new bidder / vendor and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Bidder / vendor, within thirty (30) days of such termination or expiry. All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Bidder / vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder / vendor, being used by Bidder / vendor to provide the Services and (ii) the assignable agreements, Bidder / vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder / vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Bidder / vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder / vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### **45. CORPORATE AUTHORITY**

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

### **46. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Gandhinagar /

Ahmedabad shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

## ARBITRATION

- a) The Bank and the Bidder / vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Bidder / vendor, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Bidder / vendor project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder / vendor and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder / vendor and Bank, the Bank and the Bidder / vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Gandhinagar / Ahmedabad. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## 47. AUDIT

All Bidder / vendor records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make

excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Bidder / vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder / vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder / vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

#### **48. LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Bidder / vendor's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of security deposit.

However, Bidder / vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder / vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder / vendor as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Bidder / vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

#### **49. PUBLICITY**

Any publicity by the Bidder / vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

#### **50. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Bidder / vendor acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

#### **51. SUBCONTRACTING**

The Bidder / vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

#### **52. ASSIGNMENT**

The Bidder / vendor agrees that the Bidder / vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Bidder / vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Bidder / vendor under this Agreement.

#### **53. NON – SOLICITATION**

The Bidder / vendor, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

#### **54. VICARIOUS LIABILITY**

The Bidder / vendor shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Bidder / vendor and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right

of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Bidder / vendor for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Bidder / vendor shall be paid by the Bidder / vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder / vendor 's employees, agents, contractors, subcontractors etc. The Bidder / vendor shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder / vendor 's employees, agents, contractors, subcontractors, etc.

### **55. Compliance with Laws:**

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this agreement / contract or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the agreement / contract. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **56. FORCE MAJEURE**

The Bidder / vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder / vendor and not involving the Bidder / vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder / vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder / vendor shall continue to perform

Bidder / vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

#### **SURVIVAL:**

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

#### **57. MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

#### **If to the Bank of Baroda:**

The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

ATTN: Assistant General Manager (Baroda Gurukul)



This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Work order / Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

**Name:**

**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**



**Annexure 17 - Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23<sup>rd</sup> June 2022**

**(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)**

To  
The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

**Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

We ..... (Name of the OEM / OSD) who are established and reputable manufacturers / developers of ..... do hereby undertake that I/We have read and fully understood the outsourcing guidelines as mentioned in the CSP / MSP / OEM / SI as mentioned in the RBI Circular No. DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 dated 23<sup>rd</sup> June 2022 for Draft Master Direction on Outsourcing of IT Services.

We do hereby undertake that we comply with the outsourcing guidelines related to CSP/MSP/OEM/SI as mentioned in the RBI Circular No. DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 dated 23<sup>rd</sup> June 2022 for Draft Master Direction on Outsourcing of IT Services and we are submitting point-wise compliance and details along with the technical proposal.

We fully understand that if the solution does not comply with one or more clauses in the subjected circular, the solution will not qualify for the next level of evaluation.

**Authorized Signatory**

**Name:**

**Designation:**

**Vendor's Corporate Name:**

**Date:**

**Annexure 18 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls**

***(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)***

To  
The Head, Apex Academy,  
Baroda Apex Academy, 6th floor, GH 4, Near Udyog Bhavan,  
Sector-11,  
Gandhinagar- 382011, Gujarat.

Sir,

**Sub: Request for Proposal for selection and empanelment of eLearning course developers with rate contract for a period of 2 years**

Further to our proposal dated ....., in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with the Information and cyber security controls given in the Annex-11 Information/Cyber-Security Measures/Controls for selected MSP/Bidder/vendor, on an ongoing basis and regulatory / legal guidelines and directives related to Bidder/Vendor / outsourcing issued by regulators / legal entities from time to time. The Bidder/vendor shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses mentioned in the Annexure 19 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## **Annexure 19 – Information/Cyber-Security Measures/Controls for selected Bidder / Vendor**

### **1. Preventing access of unauthorized software**

- 1.1. Put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorized software/applications on such devices/systems.
- 1.2. Continuously monitor the release of patches by various vendors/Original Equipment Manufacturers (OEMs), advisories issued by CERT-IN and other similar agencies and expeditiously apply the security patches as per the patch management policy of the Bidder/Vendor. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicized/reported attacks exploiting the vulnerability patched, the Bidder/Vendor's must have a mechanism to apply them expeditiously following an emergency patch management process.
- 1.3. Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

### **2. Environmental Controls**

- 2.1. Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.
- 2.2. Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.

### **3. Network Management and Security**

- 3.1. Prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.
- 3.2. Maintain an up-to-date/centralized inventory of authorized devices connected to Bidder/Vendor's network (within/outside Bidder/Vendor's premises) and authorized devices enabling the Bidder/Vendor's network. The Bidder/Vendor may consider implementing solutions to automate network discovery and management.
- 3.3. Have mechanisms to identify authorized hardware/mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the Bidder/Vendor.

- 3.4. Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
- 3.5. The default passwords of all the network devices/systems should be changed after installation.
- 3.6. The infrastructure of Bidder/Vendor should be designed with adequate network separation controls.
- 3.7. Have mechanism to automatically identify unauthorized device connections to the Bidder/Vendor's network and block such connections.
- 3.8. Boundary defenses should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.
- 3.9. Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.
- 3.10. Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.
- 3.11. Firewall rules shall be defined to block unidentified out bound connections, reverse TCP shells and other potential backdoor connections.

#### **4. Secure Configuration**

- 4.1. Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,
- 4.2. Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the Bidder/Vendor's IT ecosystem.
- 4.3. Disable remote connections from outside machines to the network hosting the ATM Switch infrastructure.
- 4.4. Ensure the software integrity of the related applications.

#### **5. Application Security Life Cycle (ASLC)**

- 5.1. Incorporate/Ensure information security across all stages of application lifecycle.
- 5.2. Secure coding practices must be implemented for internally/collaboratively developed applications.
- 5.3. The development/test and production environments need to be properly segregated.
- 5.4. The data used for development and testing should be appropriately masked.
- 5.5. Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.

- 5.6. Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/security team of the Bidder/Vendor achieve reasonable level of comfort and maturity with such technologies be for introducing in the IT ecosystem.
- 5.7. Bidder/Vendor's shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the Bank/RBI as and when requested.
- 5.8. In respect of critical business applications, Bidder/Vendor's shall conduct source code audits by professionally competent personnel/ bidder / vendors. They shall provide assurance to the Bank that the application is free from embedded malicious/fraudulent code.
- 5.9. The Bidder/Vendor's shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defence-in-depth to provide layered security mechanism.

## **6. Patch/Vulnerability and Change Management**

- 6.1. Allow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.
- 6.2. Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.
- 6.3. Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.
- 6.4. As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.
- 6.5. Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) Bidder/Vendor's network to external network and interconnections with partner, vendor and bidder / vendor networks are securely configured.
- 6.6. Bidder/Vendor's should have a robust change management process in place to record/monitor all the changes that are moved/pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan.

## 7. User Access Control / Management

- 7.1. Provide secure access to the Bidder/Vendor's assets/services from within/outside the Bidder/Vendor's network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)
- 7.2. Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.
- 7.3. Implement controls to monitor and minimize invalid logon counts and deactivate dormant accounts.
- 7.4. Implement a centralized authentication and authorization system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote, etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.
- 7.5. Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems/Identity and Access Management systems.
- 7.6. Monitor any abnormal change in pattern of logon
- 7.7. Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.
- 7.8. Trivial and/or default passwords shall not be used.

## 8. Data Leak prevention strategy

- 8.1. Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.
- 8.2. This shall include protecting data processed in endpoint devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

## 9. Audit Logs

- 9.1. Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if need be.
- 9.2. Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.



- 9.3. Logs generation from various devices/applications/database and capturing should always be automatic and by default.
- 9.4. An alert mechanism should be set to monitor any change in the log settings.
- 9.5. Manage and analyze audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

## **10. Incident Response and Management**

- 10.1. Bidder/Vendor's must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the Bank, during response.
- 10.2. Bidder/Vendor's BCP/DR capabilities shall adequately and effectively support the Bidder/Vendor's cyber resilience objectives and should be so designed to enable the Bidder/Vendor to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 10.3. Bidder/Vendor's are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/bidder / vendors. Bidder/Vendor's shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the Bank about any cybersecurity incident occurring in respect of the Bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

## **11. Advanced Real-time Threat Defense and Management**

- 11.1. Build a robust defense against the installation, spread, and execution of malicious code at multiple points in the enterprise.
- 11.2. Implement Anti-malware, Antivirus protection including behavioral detection systems for all categories of devices –endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralized management and monitoring.

## **12. Vulnerability assessment and Penetration Test**

- 12.1. Periodically conduct Vulnerability Assessment/Penetration Testing (VA/PT) of applications, servers and network components.
- 12.2. The vulnerabilities detected are to be remedied promptly in terms of the Bidder/Vendor's risk management/treatment framework so as to avoid



exploitation of such vulnerabilities.

12.3. The VAPT report(s) and compliance to its findings shall be shared with the Bank/Reserve Bank of India as and when requested.

### **13. Forensics**

13.1. The Bidder/Vendor shall have support/arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.

### **14. Arrangement for continuous surveillance - Setting up of Cyber Security Operation Center (C-SOC)**

14.1. Constant and continuous monitoring of the environment using appropriate and cost effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. Bidder/Vendors are mandated that a C-SOC (Cyber Security Operations Center) be setup at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of emerging cyber threats.

### **15. Compliance with various standards**

15.1. The Bidder/Vendor shall comply with the relevant standards including ISO27001, PCI-DSS and PA-DSS, as applicable to the IT ecosystem.

15.2. The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).

### **16. IT Risk Management**

16.1. The Bidder/vendor shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.

16.2. The Bidder/Vendor shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

16.3. The Bidder/Vendor shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

### **17. Measures for Cloud Computing**

17.1. Bank should develop its private cloud and should not connect its private cloud having sensitive data with public cloud. However Bank may connect to community cloud and port some of the non-critical applications provided joining such community cloud is beneficial from synergy point of view

- within Banking and finance industry.
- 17.2. Administration of Cloud Computing environment and Application should not be with the same person to maintain segregation of duties.
  - 17.3. Resource utilization should be monitored and additional resource provisioning should be done in a timely manner to avoid any performance and availability issues.
  - 17.4. Network level segregation should be ensured among different server instances belonging to different applications and access to them should be granted on “need to know” and “need to do” basis through an auditable process.
  - 17.5. Control on movement of Data should be in place to restrict movement of certain data to a location in different jurisdiction to adhere to the regulatory guidelines, if any.

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