



बैंक ऑफ़ बड़ौदा *Bank of Baroda*

**Request for Proposal for  
Empanelment of E-learning Content Developers**

**03 February 2018**

**RFP Reference: BCC:CLO:PROC:110:1**

**[A] Important Dates:**

Sr No.	Particulars	Timeline
1	RFP Issuance Date	03.02.2018
2	Last date for receiving clarifications before the pre-bid meeting	12.02.2018
3	Pre-bid Meeting	16.02.2018
4	Last Date of Submission of RFP Response (Closing Date)	26.02.2018 03.00pm
5	Eligibility Bid Opening Date	26.02.2018 03.30pm
6	Application money	Rs. 25,000
7	Ernest money deposit	Rs. 50,000

**[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent and Bidder means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Bidder, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
5. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
6. SCORM means Sharable Content Object Reference Model
7. AICC means Aviation Industry CBT (Computer-Based Training) Committee

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 strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders 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.*



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## **1 Introduction**

### **1.1 Introduction and Disclaimer**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to empanel selected E-learning content developers.

The RFP document is not recommendation, offer or invitation 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 successful bidders as identified by the Bank, after completion of the selection process as detailed in this document.

### **1.2 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. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### **1.3 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.

### **1.4 Confidentiality**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the bidder to any other person. The RFP document is provided to the bidder on the basis of the undertaking of confidentiality given by the bidder to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.



The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

### **1.5 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.

### **1.6 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.

### **1.7 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.

### **1.8 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.

### **1.9 Evaluation of Offers**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges 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.

### **1.10 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

### **1.11 Standards**

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

### **1.12 Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.



## **2 RFP Response terms**

### **2.1 Application Money**

Application Money of Rs.25,000/- (rupees twenty five thousand only) against each response by way of Bankers Cheque/Demand Draft/Pay Order favoring Bank of Baroda, payable at Mumbai, which is non refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFP response.

### **2.2 RFP Closing Date**

RFP Response should be received by the officials indicated not later than 3:00 PM on 26.02.2018 at Bank of Baroda as per the details given in this Section.

### **2.3 Registration of RFP Response**

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The response to RFP or tender must contain all duly signed documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient 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 Recipients 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.

### **2.4 Late RFP Policy**

RFP responses received after the deadline for lodgement of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. 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.

## 2.5 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least six months from the RFP closing date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

## 2.6 Contract period

The bidders should note that the contract entered with the successful developers, i.e. those who will be empanelled for the purpose of ongoing development of e-learning content for the Bank, will be for a period till 31st March 2020. All version upgrade / patches 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. However, the bank will have the right to renegotiate these prices at the end of the contract period.

## 2.7 Requests for Information

Bidder is required to direct all communications for any clarification related to this RFP to **RFP Coordinator**.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the above addresses. **Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.** All queries/clarifications requested must be addressed in the format as per Appendix 2 only.

The Respondent must communicate the same in writing in 2 days prior to the pre-bid meeting scheduled date. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than 3:00 PM on 12.02.2018.

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.

Respondents should invariably provide details of their valid email address (es) as responses to queries will only be provided to the Respondent via valid 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.

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.

## **2.8 Notification**

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.

## **2.9 Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. shall be a disqualification. Bank shall reject responses to the tender without assigning any reasons to respondent.

## **2.10 Language of Tender**

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

## **2.11 Formats of Bids**

The bidder should use the formats prescribed by the Bank in the TENDER for submitting the bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

## **2.12 Timeframe**

The following is the timeframe for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process:-



Sr No.	Particulars	Timeline
1	RFP Issuance Date	03.02.2018
2	Last date for receiving clarifications before the pre-bid meeting	12.02.2018
3	Pre-bid Meeting	16.02.2018
4	Last Date of Submission of RFP Response (Closing Date)	26.02.2018 03.00pm
5	Eligibility Bid Opening Date	26.02.2018 03.30pm

The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

### 2.13 RFP Response Submission Details

Eligibility, Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

a) **“ELIGIBILITY BID FOR BANK OF BARODA – RFP FOR EMPANELMENT OF CONTENT DEVELOPERS SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....”** on the top of the sub-envelope containing the Eligibility Bid. First sub envelope should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1 and the Bid Security as per 2.17.

b) **“TECHNICAL BID FOR BANK OF BARODA – RFP FOR EMPANELMENT OF CONTENT DEVELOPERS SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....”** on the top of the sub-envelope containing the Technical Bid. This sub-envelope should have the hard copy and CD for Technical Bid.

c) **“COMMERCIAL BID FOR BANK OF BARODA – RFP FOR EMPANELMENT OF CONTENT DEVELOPERS SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....”** on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy for Commercial Bid.

These three separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR BANK OF BARODA – RFP FOR EMPANELMENT OF CONTENT DEVELOPERS - TENDER REFERENCE NO. .... SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....”**

The response should be organized and submitted in the following manner:

## **Eligibility Bid**

- Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 3) – Appendix 3
- Duly filled up Annexure 3 – Eligibility Criteria Compliance.
- Supporting credential letters or copies of documentation from clients or purchase order copies certifying compliance.
- Application Money and Bid Security. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee) as per Appendix 4.

## **Commercial Bid**

- One hard copy of the Commercial Bid (Refer Annexure 5 – Commercial Bid Details for format).

Please note:

- a) If any envelope is found to contain eligibility, technical and commercial bid in a single envelope or commercials are provided along with the technical / eligibility bid, then that offer will be rejected outright.
- b) Bidder will submit separate Demand Draft / Banker's Cheque drawn in favour of Bank of Baroda payable at BKC Mumbai towards Application Money for Rs.25,000/- and Demand Draft / Banker's Cheque / Bank Guarantee towards Earnest Money Deposit for Rs.50,000/- respectively. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money and Earnest Money Deposit are liable to be rejected.
- c) Only one solution (the best solution), which meets the specification, needs to be quoted in the RFP. If it is found that the bidder quotes more than one solution and they have not specified which particular solution quoted by them needs to be considered, then the whole tender submitted by the bidder is liable to be rejected.

All the pages of the proposal including annexure, appendices and documentary proof should be numbered and be signed by the authorized signatory.

Copy of the tender document 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 in the envelope.



The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set).

The proposal should be prepared in English in MS Word/Excel/Power-point format.

The email address and phone/fax numbers of the bidder shall also be indicated on sealed envelopes. All envelopes must be super scribed with the following information as well:

**Name of the bidder with contact number and email ID.**

The above mentioned envelopes as indicated must be addressed to the following:

Chief Manager, E-learning  
Bank of Baroda, C-34, G-Block,  
Baroda Sun Tower, 5th floor, Learning Dept.,  
BKC, Bandra (E), Mumbai-400051

The sealed bid envelopes should be delivered to Mr. Suhas Bhave, Chief Manager at the above address on the 5th floor. (Tel – 022-66984951)

All responses would be deemed to be irrevocable offers/proposals from the Respondent and may 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 (Appendix 1 – Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

All envelopes should be securely sealed and stamped. The authorized signatories of the Respondent should initial / sign on all pages of Eligibility and Technical Bids. Unsigned documents shall be out rightly rejected. Appendix 3 – Table of Contents can be used as checklist.

**2.14 Contact Details for Responding to RFP**

Mr. Suhas Bhave  
Chief Manager  
Bank of Baroda, C-34, G-Block,  
Baroda Sun Tower, 5th floor, Learning Dept.,  
BKC, Bandra (E), Mumbai-400051  
Tel: 022 6698 4951

## 2.15 RFP Coordinator

The Bank has established a 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 following RFP coordinator/ contact personnel from the Bank:

Mr. Suhas Bhawe, Chief Manager

Tel – 022-66984951, Email - [elarning@bankofbaroda.com](mailto:elarning@bankofbaroda.com)

## 2.16 Technical Proposal Format

The Bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to assess the alternatives. Therefore, proposals must be submitted with the following sections.

The eligibility and technical bid should be structured in the following sequence

1. Appendix 3- Table of Contents
2. Covering letter as per Appendix 1 – Covering Letter
3. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to development of e-learning content. A summary of the Bidder's services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.
4. Technical Requirements Compliance: The proposed e-learning content development services of the Bidder's proposal must consist of a response to the technical requirements as per Annexure 4. The Bidder's response must explain the technical specifications wherever required.
5. Comments in the format as given in Appendix 2.
6. Annexure 1 Conformity with Hardcopy Letter
7. Annexure 2 Conformity Letter

The technical proposal should contain all the above mentioned details



### 2.17 Earnest Money Deposit

1. The bidder shall furnish, as part of its bid, earnest money deposit of an amount of Rs.50,000/- (Rupees Fifty Thousand Only). The earnest money deposit is required to protect the Bank against the risk of bidder's conduct.
2. The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring "Bank of Baroda" payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India, which is valid for 6 months, in the form provided in the RFP (Appendix 4- Bid Security Form). Any commercial bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
3. Unsuccessful Bidder's earnest money deposit or bank guarantee will be returned by the Bank.
4. The successful Bidder's earnest money deposit will be retained as security deposit for the entire period of the contract.
5. In case bank guarantee was provided initially in lieu of the earnest money deposit, then the same will be discharged upon the Bidder signing the contract.
6. The earnest money deposit may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank:
  - i) If the bidder withdraws its bid during the period of bid validity ; or
  - ii) In case of the successful Bidder, if the bidder fails to sign the Contract within 1 month of issue of letter of intent
7. Earnest Money Deposit will be refunded without interest for the unsuccessful bidders within two weeks from the date of issue of letter of intent to the successful bidder.

### 2.18 Security Deposit

For successful bidders, the earnest money deposit will be retained by the Bank as security deposit for the entire contract period of two years.

### 2.19 Commercial Bid

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. The offer must be made in Indian Rupees only and the offer should exclude all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 5. The Bank is not responsible for the arithmetical accuracy of the bid. The Bidder will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever





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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.

### 3 Project Details

#### 3.1 Purpose

Bank of Baroda has a robust E-learning system for the use of its employees' online training needs. In a short span of one year, the Bank has already deployed more than -250- e-learning courses in the system. The Bank now wants to add more e-learning courses for the benefit of its employees. Bank proposes to outsource the design and development of the e-learning 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 or both. The e-learning courses will have to be SCORM compliant for latest version as at the time of developing for integration with the Bank's LMS.

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

In addition to this, Bank also proposes to include game based micro e-learning capsules which can be accessed on mobile devices.

Content developers who are interested in participating in this RFP must fulfil the eligibility criteria mentioned under Annexure 3 and also in a position to comply with the requirements for e-learning content development as mentioned in the project scope. A technical bid as per the format given in Annexure 4 would need to be submitted by the bidder for evaluation under technical criteria compliance.

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

#### 3.2 Project Scope

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

- a) Design and development of SCORM/AICC compliant e-learning content based on the inputs that would be 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 on it.
- b) Provide Support for deployment of the e-learning courses on the LMS.
- c) The content should also be accessible through mobile devices.

#### 4 Selection procedure

Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of panel of content developers, negotiations (if any) on various terms and conditions.

#### 4.1 Technical Evaluation

The process of evaluation is detailed below:

- All the bids (applications) will be evaluated based on "eligibility criteria" as mentioned in Annexure 3. Bank will shortlist the bidders who are satisfying the eligibility criteria in all respects and declare the bidders which are technically qualified for further evaluation.
- The above shortlisted bidders will be advised to make a presentation of maximum one hour duration to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. The broad (indicative) evaluation criteria for evaluating the presentations are as below:

Sr No	Criteria	Maximum Marks
1	Evaluation on the basis of the submitted bid / application (Annexure 4)	40
2	Presentation / Walkthrough / Demo	30
3	Past Experience / Supporting References	20
4	Unique / Specific strengths, if any	10
	Total	100

- Based on the above evaluation, bank will assign marks to all the above bidders and rank them accordingly. Based on minimum marks fixed by the Bank, at its discretion, Bank will shortlist bidders and these bidders will be called "Qualified Bidders"
- These "Qualified Bidders" will be considered further for "Techno-Commercial Evaluation". The evaluation score given to these bidders will be taken for further consideration.

#### 4.2 Techno-Commercial Evaluation

Bank, in this document, requests all bidders to submit their "Commercial Bid" in the prescribed format.



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- The bidders will need to quote the rates for development work by filling out the format as given in Annexure 5 (Commercial Bid Format) and as per the criteria defined by the bank for different Levels of content to be developed. Refer to the table below for the description of the three Levels.

Level 1	Level 2	Level 3
Knowledge provided in linear format, one idea after another	Use of scenarios as analogies and basic animations	Case study, simulations and game based learning
Simple slides/2-d graphics, and standard GUI	2-d graphics, animation and option of audio narrative	Advanced simulations, audio and video
Engagement achieved through point and click only	Engagement achieved through point and click, drag/drop, etc.	Highly interactive and engaging
40-50 screens/slides is equivalent to 1 hour of learning content	35-45 screens/slides is equivalent to 1 hour of learning content	25-35 screens/slides is equivalent to 1 hour of learning content

- A "Weighted Average Rate" will be calculated for all "Qualified bidders" based on the quotes submitted by the bidder by applying weights to the quotes for each level as shown in the Table below. Example of calculation of "Weighted Average Rate" is shown below:

Sr. No.	Level	Example: Quote Submitted (i.e. cost per hour of content)	Weights Assigned	Weighted quote
1	Level 1	100	20%	<b>20</b>
2	Level 2	150	60%	<b>90</b>
3	Level 3	200	20%	<b>40</b>
	<b>Weighted Average Rate</b>			<b>150</b>

- The "Weighted Average Rate" will be considered as primary parameter for techno-commercial evaluation
- The commercial bids of these "Qualified bidders" will be opened in the presence of representatives of these bidders

In order to give due importance to the technical strengths of the developer, it has been decided to give weightage to both the technical score and "Weighted Average Rate".



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- A "Score" will be calculated for all "Qualified bidders" using formula given below:

$$\text{"Score"} = \frac{\text{LC}}{\text{C}} \times \frac{\text{Wt}}{\text{HT}} + \text{T} (1 - \text{Wt})$$

LC = Lowest "Weighted Average Rate" among the "Qualified bidders"

C = "Weighted Average Rate" quoted by each bidder

T = Technical Evaluation Score

HT = Highest Technical Evaluation Score among the "Qualified bidders"

Wt = Weightage for Commercial evaluation = 40%

(1- Wt) = Weightage for Technical evaluation = 60%

The following is an illustration of the above procedure:

Sr. No	Service Provider	Technical Evaluation Score	"Weighted Average Rate"	"Score"
1	XYZ Ltd	70	120	87%
2	ABC Ltd	90	140	94%
3	123 Ltd	90	200	84%

In the above example, ABC Ltd. will become L-1

- Based on this "Score", the bidders will be ranked. Bidder scoring the highest "Score" is considered L-1 and the Quote given by this bidder will be treated as benchmark rate for content development.
- Since Bank is proposing to empanel FIVE developers for corporate empanelment, Bank would invite the top FIVE bidders based on the above "Score" and seek the bidders to match the benchmark quotes for content development. Note, that the quotes will need to be matched for all three levels of content development. Bidders agreeing to this arrangement will be considered for empanelment.
- In case any of the bidders under consideration for empanelment has quoted the rate lower than the benchmark rate, for any or all of the levels, then the lower rate quoted by them will only be the rate of content development for that selected bidder.
- The commissioning rate of content development so computed and mutually agreed between the Bank and the respective bidder shall remain fixed during the first year of the contract period and shall not be subject to variation on any account. It will only be subject to renegotiation after completion of first year of the contract period.

## 5 Award of Empanelment

Bank of Baroda shall consider empanelment of developers, whose offers have been found to be technically and financially acceptable and evaluated as the most suitable by the Bank. Selected developers will have to enter into an agreement with Bank of Baroda.

### 5.1 Distribution of work to empanelled developers

The developers once empanelled by Bank will be allotted work on a case to case basis, and as and when the content development need for the bank arises. The following criteria will be taken into account while allocating work to the empanelled developers:

- **Sampling:** Samples will be obtained from all empanelled developers for the piece of development work under consideration and those will be evaluated by a committee(s) formed by the bank.
- **Technical:** Developers with technical expertise for a particular type of content development work may be given preference over others. Their past performance and quality of work delivered to the Bank during the contract period would also form the basis of allocation.
- **Timelines and working style:** Developers agreeing to finish the work in the time stipulated by Bank for a particular piece of development work and those developers that adopt a flexible working style suited to Bank's e-learning/training team would be given preference.

Bank's decision with regards to distribution of the work to empanelled developers would be final.

## 6 Period of Empanelment

Bank proposes to empanel the content developers up to 31.03.2020. The initial appointment shall be for a period of one year, however, at the discretion of the Bank, the same can be extended for one year every year, if services are found to be satisfactory.

## 7 Performance of the Empanelled Developer

Delivery and performance of the services shall be made by the empanelled developer in accordance with the time schedule specified by the Bank in its work order or request for content development requirement. It also covers



Saturdays/Sundays and other holidays where the Bank may require services. In case the services/developed content are not made available in the stipulated delivery period, as indicated in the work order or request the Bank reserves the right either to short close/cancel the work order or 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 content developer in the performance of its delivery obligations, shall render the developer liable to imposition of liquidated damages, and/or termination of the contract for default and/or any other action viz. black listing/ circulation in industry etc. as it may deem fit.

## **8 Termination for Default**

The Bank may, without prejudice to any remedy as may be available for breach of contract, by a written notice, sent to the developer, may terminate the contract in whole or in part, once any default is noticed.

- a. If the developer fails to deliver/undertake any or all of the services within the time period(s) specified in the contract/work schedule/request, or any extension thereof granted by the Bank;
- b. If the developer fails to perform any other obligation(s) under the Contract.

In the event, the Bank terminates the contract in whole or is in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Developer of its choice, giving one month's notice and in that eventuality the Developer is bound to make good the additional expenditure, that the Bank may have to incur in executing the remaining part of the contract.

## **9 Payment Terms**

Charges will be paid to the empanelled developer, whose work order is released by the Bank as per the content development requirement emerging from time to time. The charges will only be paid after completion of the work order to the satisfaction of the Bank.

These charges to the empanelled developer will be as per the commissioning rate of content development finalized as per the formula discussed under 4.2 (Evaluation Criteria).

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 e-learning project manager.

If bank do not inform the decision within -90- days from the date of receipt of the e-learning contents from the vendor, it would be deemed as final sign off.

The Bank would release the amount of invoice as per the payment terms fifteen days after the sign off of completion to a work order/request is granted.

### 9.1 Other Terms

- Payments, if any, shall be made subject to deductions of 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.
- The agency 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.



## **10 Other Terms and Conditions**

### **10.1 Assignment**

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including bidder'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 RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bidder under this RFP.

### **10.2 Compliance with All Applicable Laws**

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff /personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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, and 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 and 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. 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 its customers and/or regulatory authorities.

### **10.3 Publicity**

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

### **10.4 Compliance to bank's all terms and conditions:**

Bidder has to submit a letter of undertaking along with the Tender that they will abide by all the terms and conditions stated in our RFP (Annexure 2).

### **10.5 Solicitation of Employees**

Bidder agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly during the period of the contract and for the period one year thereafter, except as bank may agree on a case-by-case basis. Bidder agree that for the period of the contract and one year thereafter, will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the bank.

The bidder or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

### **10.6 Confidentiality**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.



This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

Responses received become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

### **10.7 Force Majeure**

- a) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- c) If a Force Majeure situation arises, the Bidder 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 shall continue to perform Bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) 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 the Bidder shall hold consultations in an endeavor to find a solution to the problem.

### **10.8 Dispute resolution**

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in

connection with the contract.

If the Bank project manager / director and 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 vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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. Arbitration will be carried out at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## **10. 9 Governing Laws**

This RFP and The subsequent contract 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 Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

## **10.10 Indemnity**

The 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 Vendor under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Vendor and/or its employees, agents, sub-



contractors in performance of the obligations under this assignment; and/or

- ▶ Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors
- ▶ Or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this assignment; and/or
- ▶ Breach of confidentiality obligations of the Vendor; and/or
- ▶ Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Vendor in the defense and settlement of the claims.

The Vendor shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

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 Vendor shall without additional cost to the Bank, shall offer either:

- 1) Replace or modify the software / equipment with 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 assignment or subsequent Agreement and to meet the service levels; or

If the vender fail to provide the rremidy prescribed in para 1 or 2 within specified period by the bank, in such case the vender shall refund to the Bank the amount paid for the infringing software / hardware and bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by bank.

However The Vendor shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or

- ▶ any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

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

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

#### **10.11 Bank of Baroda reserves the right to:**

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of the tender
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- Re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
- Cancel the tender at any stage, without assigning any reason whatsoever

#### **10.12 Corrupt and Fraudulent Practices**

- a) It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
  - i. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
  - ii. “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.



- iii. 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.
- b) 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.

### **10.13 Waiver**

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

### **10.14 Violation of Terms**

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

### **10.15 Termination**

- a) The Bank shall be entitled to terminate the agreement with the bidder at any time by giving one month (30) days prior written notice to the bidder.
- b) The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - i. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.





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- ii. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

#### **10.16 Effect of Termination**

If bank terminate or cancel 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 Service Provider 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 Vendor and for execution of the balance of the contract.

In case of bank cancel any particular order, the payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

Without prejudice to the rights of Bank , upon termination or expiry of this assignment , Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

On termination the rights granted to Vendor shall immediately terminate.

#### **10.17 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. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **10.18 Service Level Agreement and Non-Disclosure Agreement**

The service provider shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The service provider shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment.



The 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 vender.

### **10.19 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 requisite Application Money / Earnest Money Deposit.
- It is not properly or duly signed.
- It is received through 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.
- It is submitted anywhere other than the place mentioned in the RFP

### **10.20 Audit**

Successful bidder shall allow RBI or person authorized by it to access BOB documents, records or transactions or any other information, given to, stored or processed by successful bidder in relations to the services hereunder within reasonable time failing which bidder will be liable any charges / penalty levied by RBI. Bidder should allow RBI to conduct audits or inspection from its book and accounts with regards to BOB documents by one or more RBI officials or employer or other person duly authorized by RBI.

### **10.21 No liability**

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB 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 Service Provider.



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Bob 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 the Service Provider as part of this Agreement.

Under no circumstances BOB shall be liable to the Service Provider 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.

#### **10.22 SUBCONTRACTING:**

The vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of the BOB.

#### **10.23 No implied deviation**

The Bank expects the vendor to adhere to the terms of this RFP document, Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

#### **11 Disclaimer**

The scope of work document is not an offer made by Bank of Baroda but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidder whom so ever they feel eligible for the same taking into consideration the price and quality.

**Annexure-1**

**Proforma of letter to be given by all the Vendors participating in the RFP –  
Empanelment of E-learning Content Developers on their official letterheads**

To

Head – HR Administration & CLO  
Bank of Baroda  
C-34, G-Block, Baroda Sun Tower,  
5th floor, BKC, Mumbai-400 051

Sir,

Sub: Empanelment of E-learning Content Developers - Request for Proposal

Further to our proposal dated XXXXXXXX, in response to the RFP Document (herein after referred to as tender documents) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Vendor’s Corporate Name  
Address  
Email and Phone #

**Annexure-2**

**Proforma of letter to be given by all the Vendors participating in the RFP -  
Empanelment of E-learning Content Developers on their official letterheads**

To,  
Head – HR Administration & CLO  
Bank of Baroda  
C-34, G-Block, Baroda Sun Tower,  
5th floor, BKC, Mumbai-400 051

Sir,

**Sub: Empanelment of E-learning Content Developers  
- Request for Proposal**

Further to our proposal dated XXXXXXXX, in response to the RFP Document (hereinafter referred to as “**TENDER DOCUMENT**”) issued by Bank of Baroda (“**the 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 TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank. 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:  
Vendor’s Corporate Name  
Address  
Email and Phone #

**Annexure-3**

**Eligibility Criteria Compliance for Empanelment of E-learning Content Developers**

<b>Eligibility Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting Required</b>
Must be in the business of e-course content development for at least 2 years		Documentary Proof to be attached
Should have registered a minimum turnover of 1 crore or above from e-learning business		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17
Should have developed content for at least 3 large professional bodies in India, 1 of these should a bank/financial institution		Documentary Proof for implementation of order / contract execution copy.
Should not be blacklisted / debarred by any Statutory or Regulatory Authorities in the past 1 year (As on 1 <sup>st</sup> April 2017)		Letter of confirmation

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**Particulars For Empanelment of E-learning Content Developers – TECHNICAL BID**

(to be submitted by applicants on their letter heads)

To

The Head – HR Administration & CLO  
Bank of Baroda  
C-34, G-Block, Baroda Sun Tower,  
5th floor, BKC, Mumbai-400 051

Sir,

We hereby offer to submit our request for empanelment of E-learning content developers of the Bank of Baroda as per in response to the RFP Document (hereinafter referred to as “**TENDER DOCUMENT**”) issued by Bank of Baroda (“**the Bank**”) we hereby covenant, warrant and confirm as follows.

Our brief profile is as under:

Description	Details	Details/Remarks
<b>1) Name and contact Details</b>	a. Head office details b. Contact details in Mumbai office c. Contact details in other offices d. Details of officials proposed for handling Bank of Baroda account (separate sheet may be enclosed with Bio-data and other details)	
<b>2) Legal status of developer</b>	a. Proprietor/Partnership/Private Ltd./ Public Ltd. b. Proof to be attached	



<b>3) Profile</b>	a. Year of establishment  b. Accreditation details or Awards received for e-learning content development work  c. Proofs to be attached	
<b>4) Compliance with SCORM and AICC</b>	d. Design and Development of SCORM/AICC compliant (latest version of SCORM as at the time of developing) e-Learning courses based on the content that would be provided by the Bank	
<b>5) Services</b>	a. Be willing to provide support for deployment of the e-Learning courses on LMS at no additional cost to the bank  b. Provide warranty of one year period against defects in workmanship, and should any defects, bugs arise during the period of warranty, the vendor shall undertake to rectify those at no additional cost to the bank  c. Be willing to provide support service for modification/ updation of the e-Courses from time to time – this could be at additional cost	
<b>6) Clientele and Experience for e-learning content development</b>	a. List of clients presently serving  b. List of banks/financial institutions served in the past  c. References in banks/organizations where developer has done e-content development and from where	



	the bank is able to obtain feedback about the developer	
<b>7) Work Samples</b>	a. Samples of e-content developed by the developer for other clients/for showcasing their work to prospective clients (separate sheets with snapshots may be attached or a CD containing these samples may be given)	
<b>8) Working Style/ Methodology</b>	b. Details of the working methodology/project management process adopted. Separate sheet may be enclosed covering the following: <ul style="list-style-type: none"><li>○ Team structure, number &amp; type of resources, dedicated team vs. shared team, key contact points for the bank</li><li>○ Various stages of the content development process, workflow, quality control, number and frequency of reviews/check-ins, etc.</li><li>○ Clear description of inputs sought from the bank vs. inputs provided by vendor</li><li>○ Work location(s) of the vendor's team</li></ul>	





<b>9) Instruction Methodology and Levels</b>	<p>a. Details of the kind on Instruction Methodologies (content levels, games/simulations, etc.) used by the developer</p> <p>b. Detailed description of the content levels intended to be used: L1, L2 and L3. Description to be supported with examples and should highlight the following, among others:</p> <ul style="list-style-type: none"><li>○ Use of scenarios, stories, etc.</li><li>○ Use of audio, visual aids</li><li>○ Use of 2-d/3-d graphics or animations</li><li>○ Interactions achieved (e.g. simple point and click, drag-drop, data entry by user, etc.)</li><li>○ Use of simulations and games</li><li>○ Assessments/exercises embedded in the module</li></ul>	
<b>10) Lead times</b>	<p>a. Details of the lead times needed for developing content</p> <p>b. Lead time for developing one hour of content by level types</p> <p>c. Number of hours content that the vendor can take up at one time</p> <p>d. Lead times at each step of the development process</p>	

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.



I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as Bank of Baroda to avoid clash of interests and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, Bank of Baroda shall have the absolute right to take any action as deemed fit/without any prior intimation to me/us.

**(Signature of the Authorized person)**\_\_\_\_\_

**Full Name of the Authorized person:**\_\_\_\_\_

**Designation:**\_\_\_\_\_

**Seal of the firm and date**

**Commercial Bid Format**  
**Particulars For Empanelment of E-learning Content Developers –**  
**COMMERCIAL BID**

(to be submitted by applicants on their letter heads)

To

Head – HR Administration & CLO  
Bank of Baroda  
C-34, G-Block, Baroda Sun Tower,  
5th floor, BKC, Mumbai-400 051

Sir,

We hereby offer to submit our Commercial Bid for Empanelment of E-learning content developers of the Bank of Baroda as per proposal XXXXXXXX dated \_\_\_\_ February 2018. We unconditionally agree to abide by the Terms and Conditions specified therein.

Name and Contact details of Developers' Head office:

Contact Details of person authorized to make commitments to the Bank:

**Charges for E-learning development work** (includes support, for deployment on the portal as and when needed) :

Sr.	E-learning Content Level ( <i>refer to RFP Section 4.2 for Bank's definition of Levels</i> )	No. of screens/slides equivalent to 1 hour of content	Quote: Cost for 1 hour of learning content (Currency: INR)
1	Level 1	40-50	
2	Level 2	35-45	
3	Level 3	25-35	

We have ensured that the arithmetical calculations are accurate to the best of our knowledge and that the Bank will not be held responsible for any incorrect calculations.



**बैंक ऑफ़ बड़ौदा Bank of Baroda**

The price quoted is exclusive of all taxes and levies. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any

Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

**(Signature of the Authorized person)**\_\_\_\_\_

**Full Name of the Authorized person:**\_\_\_\_\_

**Designation:**\_\_\_\_\_

**Seal of the firm and date**

Appexdix-1

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

To

Head – HR Administration & CLO  
Bank of Baroda  
C-34, G-Block, Baroda Sun Tower,  
5th floor, BKC, Mumbai-400 051

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and support 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 abide by all terms and conditions of this tender and also 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 Tender opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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.
6. 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.

Yours faithfully,

Authorized Signatory  
Name:



**बैंक ऑफ़ बड़ौदा Bank of Baroda**

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

**Appendix-2**

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Deviation	Suggestion/
1					
2					
3					
4					
5					
6					
7					
8					
9					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

**Eligibility, Technical & Commercial Bid - Table of Contents**

[mark √]

Sr. No.	Section Heading	Proforma Given	Eligibility Bid	Tech. Bid	Com. Bid
1	Eligibility Criteria	Annexure 3	XXX		
2	Covering Letter – Technical Offer	Appendix 1		XXX	
3	Bid Security (Earnest Money Deposit)		XXX		
4	Bid Security Undertaking (if Earnest Money Deposit in the form of a Bank Guarantee)	Appendix 4	XXX		
5	Application Money Cost		XXX		
6	Executive Summary			XXX	
7	Technical Bid	Annexure 4		XXX	
8	Technical Offer Descriptive			XXX	
9	Relevant certifications			XXX	
10	Conformity with Hardcopy Letter	Annexure 1		XXX	
11	Conformity Letter	Annexure 2		XXX	
12	Query format / Comments on Terms and Conditions	Appendix 2		XXX	
13	Commercial Bid Details ( <i>with commercials</i> )	Annexure 5			XXX
14	Any other Information as requested in the tender document			XXX	
15	Compact Disk (CD) containing the soft copy of Technical Bid			XXX	XXX

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:





बैंक ऑफ़ बड़ौदा **Bank of Baroda**

**Appexdix-4**  
**BID SECURITY FORM**

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

TO:  
Head – HR Administration & CLO  
Bank of Baroda  
C-34, G-Block, Baroda Sun Tower,  
3rd floor, IT Dept., BKC, Mumbai-51

WHEREAS \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for providing e-learning content development services in response to Bank of Baroda’s Request for Proposal ( RFP ) No. \_\_\_\_\_ (hereinafter called “the Bid” ).

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity and fails or refuses to execute the mutually agreed Contract Form if required

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein



**बैंक ऑफ़ बड़ौदा Bank of Baroda**

- a) this guarantee shall be valid only up to \_\_\_\_\_ ( Insert Guarantee End Date ) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_/- ( \_\_\_\_\_ only).

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

1. BIDDER 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 INDIA.