

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System



REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF EXTERNAL ACADEMIC INSTITUTE FOR CENTRE OF EXCELLENCE (COE) UNDER L&D SYSTEM

Tender Reference No. HRDD/2024-25/001

Date: 04.05.2024

This document is the property of Indian Bank and is meant for the exclusive purpose of bidding as per the Specification, Terms, Conditions and Scope indicated. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law. Further, the information provided in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever. Bidder shall be deemed to license, and grant all rights to, 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 that may subsist in the submission or bidding documents.

Issued By:

Indian Bank,
Human Resource Development (HRD) Department,
Third Floor, IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Indian Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, only bids received online on E-tendering portal <https://www.tenderwizard.com/INDBANK> shall be considered as an offer. Any bid submitted in physical form will not be received or opened and shall be summarily rejected.

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit the website <https://www.tenderwizard.com/INDBANK> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your firm/company on the website <https://www.tenderwizard.com/INDBANK> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate – Signing and Encryption (Class – II or Class – III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on Organization name is required; if bidder wants to participate on behalf of his/her Firm/company.
3. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a screenshot of “Bid successfully submitted” message for reference.
4. Primary Contact Numbers:- 044-24955614/621/607, email id: cohrdd@indianbank.co.in
5. Bidder must submit the offer online on or before the closing date & time as mentioned in the Key Dates & Information table. The website will automatically stop accepting the offer after closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted except the Pre-contract Integrity Pact (IP) and bids should be submitted on or before last date & time of bid submission mentioned in this document.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

INDEX

SL No.	Particulars	Page No
A.	Key Dates & Information	6-7
B.	<u>SECTION – I</u>	8-20
	1. Introduction	8
	2. Objectives of the RFP	8
	3. Confidentiality	8-9
	4. Information Provided in RFP	9
	5. No Legal Relationship	9
	6. Recipient Obligation to Inform Itself	9
	7. Evaluation of Offers	9
	8. Errors and Omissions	9-10
	9. Acceptance of Terms	10
	10. Costs Borne By the Respondents	10
	11. Integrity Pact (IP)	10-11
	12. RFP Response Terms	11-15
	13. Modifications and Withdrawals of Bids	15-16
	14. Formats of Bids	16
	15. Notifications	16
	16. Process & Time Frame	16
	17. Empanelment Period	16-17
	18. Other Terms and Conditions of RFP	17-20
C.	<u>SECTION II</u>	21-26
	1. BROAD SCOPE OF WORK AND KEY DELIVERABLES	21-26
D.	<u>Section-III</u>	27-33
	1. Eligibility Criteria	27-28
	2. Other Empanelment Conditions	29
	3. Earnest Money Deposit and Performance Bank Guarantee	29
	4. Evaluation of Bids	29-33
E.	<u>Section IV</u>	34-43
	1. General Terms and Conditions	34-43
F.	<u>ANNEXURE FORMATS</u>	44-73
	1. Annexure-I: Letter of Acceptance	44

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

	2. Annexure-II: Eligibility Criteria	45-46
	3. Annexure-III: Pre-Contract Integrity Pact	47-52
	4. Annexure-IV: Form of Self Affidavit / Declaration	53
	5. Annexure-V: Bidders Information	54
	6. Annexure-VI: Relevant Experience	55
	7. Annexure-VII: Projects/Programme Dropped without Completion	56
	8. Annexure-VIII: Faculty Composition and Tasks assigned	57
	9. Annexure-IX: Format for Curriculum Vitae (CV) of the Professionals involved in the Existing assignments	58
	10. Annexure-X: Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan	59
	11. Annexure-XI: Evaluation Of Technical Bid	60
	12. Annexure-XII: Indemnity Bond	61
	13. Annexure-XIII: Confidentiality / Non-Disclosure Agreement	62-67
	14. Annexure-XIV: Bid Query Format	68
	15. Annexure-XV: Know Your Employee (KYE) Clause	69
	16. Annexure-XVI: Declaration for Compliance	70
	17. Annexure-XVII: Compliance to RFP Terms & Conditions	71-72
	18. Annexure-XVIII: Checklist of Documents to be submitted	73
G.	<u>INSTRUCTIONS TO BIDDERS FOR E-TENDERING</u>	74-76
	1. General	74
	2. Instructions	74-76
	2.1 Rules for web portal access	74-75
	2.2. Registration	75
	2.3. Submission of bids through e-tendering portal	75-76
	2.4. Bid related information	76
	2.5. Other instructions	76

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Key Dates & Information

Sr. No.	Activities	Date and Time(Indian Standard Time)
1.	Tender Notification No	HRDD/2024-25/001
2.	RFP Issuance date	04.05.2024
3.	Last date for written request for Clarifications, before Pre-Bid Meeting	09.05.2024, 05:00 PM
4.	Pre-Bid Meeting (if required) Place: Indian Bank, Corporate Office, Chennai	10.05.2024, 03:30 PM
5.	Date of placing replies to queries / clarifications / addendum/ corrigendum in Bank's website.	18.05.2024
6.	Last date and time for submission of Online Bid	02.06.2024, 03:00 PM
7.	Date & time of Technical Bid opening	03.06.2024, 03:30 PM
8.	Place of opening of Technical Bids (Online)	Indian Bank, Corporate Office, Chennai 254-260, Avvai Shanmugam Salai, <u>Royapettah, Chennai – 600 014</u>
9.	Presentation by shortlisted eligible Bidders with successful technical bids (Scope of online presentation) Place: Indian Bank, Corporate Office, Chennai	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid submission. The exact date, time and mode for the presentation will be communicated to the eligible Bidders subsequently; the Bank's decision is final in this regard.
10.	Cost of RFP	Cost of RFP is waived off, if bidder prefers to download the RFP document online. However, bidder is required to pay INR 1000/- for purchasing hardcopy from HRD Department (Refer Section-I, Point No. 10- Costs Borne by the Respondents).
11.	RFP Coordinator	Shri Srinivas Pati Assistant General Manager (HRD) Indian Bank, Human Resource Development (HRD) Department, Third Floor, IMAGE Campus 3, Thandavarayan Street, MRC Nagar, Raja Annamalaipuram, Chennai – 600 028
12.	Contact Details	Interested Bidders are requested to send the email to: cohrrdd@indianbank.co.in Contact No: 044-24955607/614/621

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

The dates mentioned above are tentative and the Bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. Bidders may choose to be present at the time of opening of bids. The shortlisted Bidders would be communicated the exact date of presentation and they should remain prepared for a presentation on short notice.

Definitions: Following terms are used in the document interchangeably to mean:

1. "Assignment" means the work to be performed by the selected Bidder pursuant to the Contract.
2. "BFSI" means Banking, Financial Services and Insurance
3. "Bank" means "Indian Bank".
4. "Contract" or "Agreement" means the Contract to be signed by the Bank with Successful Bidder and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
5. "Day" means calendar day.
6. "Disclosing parties / Receiving Parties / Party / Parties" means Indian Bank and Successful Bidder or both as the case may be.
7. "DSC" means Digital Signature Certificate"
8. "Personnel / Resources" means professionals and support staff provided by the selected Bidder.
9. "PoA" means Power of Attorney
10. "Proposal / Bid / Tender" means Response to the RFP Document.
11. "RBI" means Reserve Bank of India
12. "Recipient / Respondent / Bidder / Partner / Organization / Institution" means the "Person(s) / Firm / Organization submitting RFP response / Bid offer as per the details mentioned in this document".
13. "RFP" means "Request for Proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L & D system".
14. "Scheduled Bank" means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
15. "Successful / Selected Organization or Bidder" means the organization / bidder selected as the successful Bidder by the Bank in accordance with this RFP.
16. "TCO" means Total Cost of Ownership
17. "Website" means Bank's official website <https://indianbank.in>
18. The term "Bid" & "Quote/ Quotation" bears the same meaning in this RFP.

This document is meant for the specific use by the Organizations interested in participating in the RFP process. This document in its entirety is subject to Copyright Laws. Indian Bank (hereinafter referred to as "the Bank") expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder will be held responsible for any misuse of information contained in the document, and is 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 the confidentiality clauses. The section-wise description of the information is given hereunder.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

SECTION – I

1. Introduction

Indian Bank, a premier Nationalised Bank having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, has national presence in more than 5842 locations and international presence in Singapore, Jaffna, Gift-city and Colombo. It has been serving the nation with a team of dedicated staff for more than 115 years. The Bank is engaged in diversified banking activities. The Bank is also a pioneer in introducing the latest technology in Banking. Bank is having three subsidiaries viz. IBMBS, IND Bank Housing and IndBank Global Support Services.

2. Objectives of the RFP

This Request for Proposal document [“RFP document” or “RFP”] has been prepared exclusively for the purpose of enabling Indian Bank to select and empanel reputed Academic Institutes to cater to the scope & deliverables as given in this document/RFP under Centre of Excellence (CoE) Model.

It is hereby explicitly stated that this RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services identified and sought herein. Selection, empanelment and consequent services are subject to observance of selection process, signing of Integrity Pact and appropriate documentation in accordance with the terms herein in this RFP 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.

The Bank invites proposal from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Institute”) who have proven experience in the field of conducting/co-creating training programme, case studies, customized certification courses, research work and any other work given in this document/RFP under Centre of Excellence (CoE).

3. Confidentiality

The RFP document is provided to the recipient on the implied understanding that the undertaking of confidentiality asked by the Bank will be adhered to by the Recipient. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. Additionally, “the Recipient” or “the Respondent” shall be exposed by virtue of the contracted activities to internal business information of the Bank, its affiliates, and/or business partners.

Disclosure of receipt of any part of the aforementioned information to any third party will result in the disqualification of “the Recipient” or “the Respondent”, pre-mature termination of the contract, or legal action against the Bidder Partner for breach of trust. The information

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

provided / which will be provided is solely for the purpose of undertaking the programme delivery effectively.

4. Information Provided in RFP

The RFP document contains statements derived from information that is believed to be true and reliable as at the date obtained, but does not purport to provide all 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. Contracting party is advised to conduct its own due diligence before submission of bid.

Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors give any representation or warranty (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.

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 pursuant to award of specific assignment to successful bidder in RFQ process related to scope & deliverables mentioned in this document.

6. Recipient Obligation to Inform Itself

Before submission of bid, the Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

7. Evaluation of Offers

Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply criteria like independent assessment of the market reputation and perception of ability to perform, but 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 material for any investigation or review to be 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 warrant given in this RFP document.

8. Errors and Omissions

Recipient should notify the Bank, in case they feel there is any error, fault, omission or discrepancy in this RFP document, via email to cohredd@indianbank.co.in with a subject "RFP for empanelment of external academic institute for centre of excellence (CoE) under L&D system" not later than the cut-off date mentioned in the table "Key Dates and Information", Page No. 6.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

However, such notification must not be construed as having agreed to commitment by the Bank to carry out the changes / modifications, unless explicitly agreed by the Bank.

9. Acceptance of Terms

The Recipient will, by responding to this RFP document of the Bank, be deemed to have thoroughly read the whole RFP document and unconditionally accepted the terms and conditions as stated.

10. Costs Borne by the Respondents

Cost of RFP is waived off if bidder prefers to download the RFP document online. The RFP document may be downloaded from the Bank's website <https://indianbank.in>.

However, bidder is required to pay INR 1000/- through demand draft issued in favour of Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT, IFSC Code: IDIB000H003 Branch: Harbour for purchasing hardcopy from Indian Bank, Human Resource Development (HRD) Department, Third Floor, IMAGE Campus, 3- Thandavarayan Street, MRC Nagar, Raja Annamalaipuram, Chennai – 600028.

All costs and expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses (whether in terms of time or money) incurred by the Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance of meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.

11. Integrity Pact (IP)

Only those Bidders, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process.

Pre-Contract Integrity Pact (IP) must be submitted physically in sealed cover at Indian Bank, Human Resource Development (HRD) Department, Third Floor, IMAGE Campus, 3- Thandavarayan Street, MRC Nagar, Raja Annamalaipuram, Chennai – 600028 on or before last date and time of bid submission as mentioned in the table “Key Dates and Information”, Page No. 6.

Bids not accompanied with duly signed Pre-Contract Integrity Pact (IP) by the bidders along with the technical bid, shall be treated as non-responsive bid and shall be summarily rejected.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

1. Shri. Girraj Prasad Gupta, ICAS (Retd.) Email: gpgupta1804@gmail.com
2. Shri. Arun Kumar Sharma, sharmaak6@gmail.com

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the RFP Co-Ordinator as mentioned in the table "Key Dates and Information" Page 6 and not to IEMs except query related to Integrity Pact:

12. RFP Response Terms

12.1 Lodgement of RFP Response

The RFP Document can be downloaded from Bank's Website <https://indianbank.in> or e-Procurement Portal <https://www.tenderwizard.com/INDBANK>. The Bidder response should be uploaded online at the e-procurement portal <https://www.tenderwizard.com/INDBANK>. Eligible persons while submitting response to RFP should be guided by timelines and procedure set out in this RFP document.

12.2 Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

12.3 Amendments of Bidding Documents

12.3.1 Indian Bank reserves the sole right for carrying out amendments / modifications / changes in the bidding process including any addendum to this entire bid. Bidders shall not claim as a right, requiring Indian Bank to do the aforesaid.

12.3.2 Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on the Bank's website (<https://indianbank.in>) and e procurement site (<https://www.tenderwizard.com/INDBANK>). No individual communication would be made in this respect.

12.3.3 All prospective bidders to this RFP are required to check for addendums / amendments / notices to this RFP on the websites till the last date of availability, prior to submission of bids and all such addendums / amendments / notices shall be binding on them.

12.3.4 If required, Indian Bank at its sole discretion may extend the deadline for submission of bids in order to allow prospective bidders reasonable time in which they need to take the amendment into account in preparing their bids. Indian Bank reserves the rights to extend the deadline for the submission of bids. However, no request from the bidder, shall be binding on Indian Bank for the same. Indian Bank's decision in this regard shall be final, conclusive and binding on all the bidders.

12.4 Authorization to Bid

12.4.1 The proposal/ bid being submitted would be binding on the Bidder. The Bid should be duly signed by the authorized signatory of the Bidder. A suitable

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

authorization letter / board resolution/ power of attorney to that effect shall be submitted by the bidders.

12.4.2 The RFP document (along with addendums, if any) needs to be signed and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums(if any).

12.4.3 The proposal must be accompanied with undertaking letter signed by the authorized signatory as per the annexures on the letterhead of the bidder firm/company only. The letter should also indicate the complete name and designation of the authorized signatory.

12.5 Bid/Offer

12.5.1 This is an e-Tender, only electronic submission of bid on the e-tendering website is required within the timelines specified. Hardcopies to be submitted as and when asked by the Bank.

12.5.2 The Bid / Offer should be completed in all respects and contain all information asked for in this document. It should not contain any price information.

12.5.3 Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of the proposal.

12.5.4 The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.

12.5.5 RFP documents signed by authorized signatory of bidder will be reviewed and if it is as per prescribed format then only bid will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this RFP document shall be short-listed for Empanelment.

12.5.6 The Bid should be signed by the authorized signatory of the bidder. A power of attorney/ authorization letter/board resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with bid.

12.5.7 All the annexures should be submitted in letter head of bidder duly signed. (All these documents are to be filed in one file). Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the institute are also to be uploaded separately.

12.5.8 All the pages in RFP to be submitted in the technical bid are to be duly signed.

12.5.9 The bidder should ensure that all the annexures should be submitted as prescribed by the Bank in this RFP. In case the documents are not in the prescribed format, it is liable to be rejected.

12.5.10 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

- 12.5.11 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 12.5.12 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) previously assigned any project by the Bank and same have not been completed successfully in stipulated time.
- 12.5.13 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (<https://indianbank.in>) and e-procurement site <https://www.tenderwizard.com/INDBANK> and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids. No post bid clarification of the bidder shall be entertained.

12.6 RFP Clarifications

- 12.6.1 Queries / clarifications will not be entertained over the telephone. All queries and clarifications must be sought in writing or sent to cohrdd@indianbank.co.in. With subject "Request for Proposal (RFP) to select and empanel external Academic Institutes to cater scope & deliverables as given in this document/RFP for Centre of Excellence (CoE) under L&D system" as per the date given in the schedule of events of this RFP document.
- 12.6.2 The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank as per Annexure XIV. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the cut-off date mentioned in the table "Key Dates and Information", SL No. 3 Page No. 6. Bidders are requested to visit Bank's website (<https://indianbank.in>) and e-procurement site <https://www.tenderwizard.com/INDBANK> for clarifications and other communications.
- 12.6.3 Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website <https://indianbank.in> and at e-procurement portal <https://www.tenderwizard.com/INDBANK>.
- 12.6.4 The Bank will endeavour to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents through the Bank's website and/or email. However, the Bank will not be obliged to answer any communication initiated by the Respondents later than the cut-off date mentioned in the table "Key Dates and Information", SL No. 3 Page No. 6.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

12.6.5 Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any Respondent after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.

12.7 Rejection of Bid

The Bid is liable to be rejected if:

- 12.7.1 The bid document(s) does not bear signature of authorized signatory in each page.
- 12.7.2 It is received through Fax/E-mail or modes other than those mentioned above for submission of the RFP.
- 12.7.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 12.7.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- 12.7.5 It is evasive or contains incorrect information.
- 12.7.6 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- 12.7.7 Bidder should comply with all the points mentioned in the scope of work. Non-Compliance of any point will lead to rejection of the bid.
- 12.7.8 Bids not submitted through online.

12.8 RFP Closing Date

Bidder must submit the offer online before closing date & time. The website will automatically stop accepting the offer after closing date and time.

The last date and time for receipt of Bid is mentioned in the table "Key Dates and Information", Page No. 6

At any time prior to the deadline of submission of the bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment. Notification of such amendments will be posted on Bank's website <https://indianbank.in> and e-procurement site <https://www.tenderwizard.com/INDBANK>. No individual communication would be made in this respect.

In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing the Bids, the Bank, at its discretion, may extend the deadline for a reasonable period and the same will be posted on the Bank's website.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

12.9 Submission of Bid

12.9.1 The bidders have to submit bid through Online mode ONLY. All documents as per requirement of RFP must be uploaded on the site <https://www.tenderwizard.com/INDBANK>. Bids will be opened at the following address as per the schedule date and time mentioned in the table "Key Dates and Information", SL No. 3 Page No. 6.

Indian Bank
Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah
Chennai- 600014

12.9.2 Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

NOTE: Submission of any bid document except Pre-Contract Integrity Pact (IP) through offline mode will not be accepted and bids should be submitted on or before last date & time of bid submission mentioned in this RFP document.

Pre-Contract Integrity Pact (IP) must be submitted physically in sealed cover at Indian Bank, Human Resource Development (HRD) Department, Third Floor, IMAGE Campus 3, Thandavarayan Street, MRC Nagar, Raja Annamalaipuram, Chennai – 600 028 on or before last date and time of bid submission mentioned in the table "Key Dates and Information", Page No. 6.

12.10 Bid Validity Period

12.10.1 Bid shall remain valid for duration of 180 days from Bid submission date. Bid valid for shorter period is liable to be rejected by the Bank as nonresponsive.

12.10.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

12.10.3 The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary.

13. Modifications and Withdrawals of Bids

13.1 The bidder may modify its bid's submission anytime by logging in to the website <https://www.tenderwizard.com/INDBANK> and uploading the documents again till last date and time of bid submission. Only the latest bid and the documents uploaded in the website till the last date of submission will be taken for evaluation.

13.2 No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

13.3 No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

bidders, default bidder will be suspended from participating in future tenders of the Bank.

- 13.4 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

14. Formats of Bids

The Institute/Organization should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the Firm have rendered their services for execution of similar assignments.

15. Notifications

The Bank will either notify the shortlisted Bidders individually in writing or e-mail as soon as practicable, about the outcome of the RFP after completion of the entire evaluation process, as enumerated in this RFP. Bank is not obliged to provide any reasons for any such acceptance / non-acceptance of bid to any bidder or third party.

16. Process & Time Frame

- 16.1 Selection of a successful Partner/bidder will involve a six (6) stage approach as follows.

Stage 1 : Issue of RFP

Stage 2 : Clarifications/ Pre-Bid Meeting

Stage 3 : Receipt of Bids

Stage 4 : Presentation by the eligible bidders

Stage 5 : Evaluation of Bids

Stage 6 : Empanelment of successful bidders

- 16.2 Integrity Pact (IP) as per para 11 of this section covers all stages of the contract. The approach follows the Government of India's Central Vigilance Commission (CVC) guidelines.

- 16.3 The time frame for the overall selection process is mentioned under Key Dates & Information of this document. Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be intimated through the website to the affected Bidders during the process. These are tentative dates and the Bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates by the Bank.

17. Empanelment Period:

- 17.1 The empanelment will be valid for a period of 3 years from the date of empanelment order and it may be extended on yearly basis at the sole discretion of the bank on the basis of their performance and with maximum of 2 extensions. However the empanelment period shall not exceed beyond 5 years from the date of empanelment order under any circumstances. In case the assigned projects have not been completed

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

during the 5 year period the institute shall continue the assigned projects (even though the empanelment has ceased) and ensure completion as soon as possible. Hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions. Please note that mere continuation of projects after cessation of empanelment period does not construct as being empanelled.

- 17.2 The review of empanelled institutes may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The Review process may be limited to the existing panel of institutes and/or if considered necessary, Bank may at its sole discretion adopt open RFP/Tender process to empanel new institutes. The Bank at its sole discretion may terminate any of the institutes from its panel based on the review. Bank shall also have the right to cancel this panel of institutes at any time during the empanelment period.

18. Other Terms and Conditions of RFP

- 18.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to empanel a bidder and/or award a 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.
- 18.2 The Bank shall select an institute from empanelled institutes for award of a particular work/ assignment based on RFQ. The selected institutes agree to promptly contract with the Bank for any work awarded. Failure on the part of the selected institute to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different empanelled institute may be selected based on RFQ terms.
- 18.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidder is 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 agreed to in writing to the Bank and accepted by the Bank in writing.
- 18.4 The selected institutes must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected institutes' performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the selected institutes' inability to meet the established delivery dates or any other reasons attributing to the selected institute then, that institute will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 18.5 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

supplied in response to this RFP shall meet the proposed bidder 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 fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 18.6 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 18.7 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.
- 18.8 This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website (<https://indianbank.in>) and e-procurement site <https://www.tenderwizard.com/INDBANK>.
- 18.9 The Bank reserves the right to extend the dates for submission of responses to this document.
- 18.10 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All responses to be submitted as per Bid query format in Annexure XIV. Responses to inquiries and any other corrections and amendments will be published on Bank's website (<https://indianbank.in>) and e procurement site <https://www.tenderwizard.com/INDBANK> in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.
- 18.11 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been signed, and whether items are quoted as per the schedule. This shall be binding on all bidders and

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

- 18.12 The Bank shall be under no obligation to accept any 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 purchase. 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.
- 18.13 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- 18.14 Erasures or Alterations – There should be no corrections or alterations in the offer. The offers containing erasures or alterations will not be considered. Technical details must be completely filled up. Correct technical information of the product 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.
- 18.15 Price Discussion –
- No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empanelled institutes.
 - When commercials are called for from the empanelled applicants, the Applicant is requested to quote it in Indian Rupee (INR).
 - Further Bank may ask commercial quotes from Government e Marketplace (GeM) portal. Hence all bidders are requested to be registered in GeM portal well in advance.
- 18.16 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical 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 technical bid.
- 18.17 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees 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 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.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

18.18 The price payable to the Bidder shall be inclusive of carrying out any modifications /changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

SECTION II **BROAD SCOPE OF WORK AND KEY DELIVERABLES**

Indian Bank is actively seeking partnerships with external Academic Institutes for transforming the current Learning & Development (L&D) system with development of 9 Centers of Excellences (CoEs). The objective is to establish Centers of Excellence (CoEs) to prioritize development of employees in key focus areas and prepare in-house talent for the future.

The Academic Institutes with the wealth of experience and expertise in L&D space shall help CoEs in developing future ready skills-centric training design, creating sustainable learning ecosystem and bring in fresh perspective & ideas in training curriculum focused on new age topics in line with developments in banking industry.

The empanelled Institutes are also expected to facilitate exchange of quality information, implicit knowledge, and research opportunities.

The collaboration with Academic Institutes to help access the fast changing learning needs of organizations as per current & future industry requirement and strengthen the learning & development processes to up skill our workforce to gain competitive advantage.

Bank seeks to select/empanel a competent Academic Institutes to help its CoEs in developing the training programmes across different specialized areas within banking as mentioned below including both Design, preparation of new curriculum/up gradation of existing curriculum & training programmes, role-based certification courses, case studies, research support and delivery/implementation support for any one or more of the following nine domains/broad themes:

Table A		
Sl. No.	Centre of Excellence	Illustrative Focus Areas
1.	Credit and Collections	• Credit Underwriting in Retail, MSME Segments • Product related policies • Pro-active credit monitoring/ recovery related best practices • Cluster finance or Micro-market scorecard analysis/ takeaways
2.	Rural & Financial Inclusion	• Agri & FI banking, Policy & Underwriting • Priority Sector Lending • Microfinance • Financial Inclusion
3.	Marketing & Digital Transformation	• Induction across digital journeys & available sales enablers • Marketing and sales strategy • Relationship Management
4.	Corporate Banking & Treasury	• Corporate & Government Banking • Trade, treasury, Forex & HNI • Private banking & NRI Banking

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

5.	Operational Excellence	• Customer Experience • Customer operations efficiency (Efficient & Effective Processes) • Operational resilience
6.	Risk & Controls	• Credit, Market, Operational and fraud risks • Audit, inspection & vigilance • Compliance & Legal • Risk assessment & modeling
7.	People Excellence	• Talent Management & Development • Leadership Development • Employee Experience • Performance Management
8.	Technology	• Information technology & MIS • Cyber security • Financial Tech (Digital Banking)
9.	Strategy & Finance	• Financial Planning & Reporting • Strategy and Analytics • Accounting related best practices

The selected Academic Institutes shall:

- Create Grooming Plan which encompasses complete transformational learning for employees in alignment with CoEs. This will cover training design and content creation/updation for existing programs, new flagship programs and any other programs.
- Conduct trainings for all employees across illustrative focus areas mentioned in Table A (Page 22-23), new age topics & leadership programme within banking.
- Conduct trainings for Indian Bank's Faculties and Research Officers on areas such as advanced faculty development programmes, driving research, case study creation, etc.
- Co-creation of training programmes, research papers and media articles etc.
- Design of role bases customized certification courses on key banking topics.
- Provide the bank exposure to industry best practices, offering new perspectives on curriculum development, training delivery, and research methodologies.
- Collaborate with CoEs to design future-ready, new-age skills-centric training programs.
- Create sustainable and lasting learning ecosystems, and incorporate fresh perspectives into training curricula, focusing on contemporary banking industry topics.
- Facilitate the exchange of high-quality information, implicit knowledge, and research opportunities, with CoE Head, Faculties and Research Officer and the concerned department.
- Address the evolving learning needs of organizations in line with current and future industry requirements.
- Strengthen L&D processes, enabling the upskilling of the workforce for a competitive advantage.
- Developing training programs across various specialized banking areas.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

- Designing/upgrading curriculum, developing role-based certification courses, conducting case studies, providing research support, and delivering/implementing support in nine aforesaid specified domains or broad themes.

Below are the proposed outcomes of the academic institute partnership and Individual requirements shall be specified in individual RFQs:

A) Training Design and Updation

The existing curriculum predominantly focuses on functional aspects and adheres to a one-size-fits-all approach. Consequently, there is a recognized need to revamp the current program content and develop a new, forward-looking skills-oriented training design that introduces a fresh perspective and incorporates ideas aligned with on-going developments in the banking industry.

The chosen academic institution(s) is/are expected to collaborate with Centers of Excellence (CoEs) to formulate advanced flagship programs tailored for employees of the Bank. Additionally, the institution is tasked with creating a Training Plan that encompasses comprehensive transformative learning for employees across existing job families, aligned with 9 CoEs.

The Bank will share necessary information, as mutually agreed upon with the selected institution, to facilitate updation of existing programs and creation of new programs. This may involve sharing reports and other relevant information related to target themes, target audience, etc., as deemed necessary.

The selected institution is expected to draft a detailed design for the assigned program, with the flexibility to incorporate any additional relevant topics during the design phase as required by the Bank. The institutes shall be submitting program details, including a list of topics, timeframe, methodology, and expected outcomes, which shall be finalized by the Bank.

The design is to be determined and finalized through consultation between the selected institutes and the Bank before implementation.

B) Training delivery

Delivery of training sessions for Bank employees in diverse specialized areas, new age topics, and leadership programs within banking, at the selected institute's premises or bank's premises.

The chosen institute(s) will be responsible for organizing external training programs, including specialized/domain-based sessions, new-age topics, and leadership development programs for senior officials of the Bank, as needed by the relevant Centers of Excellence (COEs).

The institute will collaborate with the respective COEs to finalize program design and implementation/delivery details.

The Bank retains the right to halt the work at any juncture by giving one month's notice and use the services for the partial delivery of select modules of the assignment. The payment shall be made only for the work delivered.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

C) Training for Bank's Faculties and Research Officers

The Academic Institute is tasked with organizing a faculty development program to enhance the capacity and skills of internal faculty members and research officers, in specialized areas. Some key areas to be included in the program are outlined below:

- Skill Gap Analysis
- Content Creation on relevant themes
- Case Study creation as pedagogy
- Delivery of Experiential Learning modes
- Establishment of role-based skill standards and certification processes
- Application-based Research, covering problem identification, research methodology, and report writing
- Training Impact Analysis
- Mentorship and Collaboration with Branches & other processing units

The institute(s) are encouraged to utilize technology for this program, making effective use of digital platforms for training dissemination, participation in diverse activities (such as quizzes, experiential activities, and varied learning points), and experience sharing. Providing participants with access to a digital repository on coaching competencies is desirable.

If deemed necessary and with the Bank's approval, the selected institute may also form associations with individuals or firms for specific sessions or areas.

D) Collaborative creation of training programs, case studies, research papers, media articles, and other relevant materials.

The chosen institute(s) is/are responsible for collaborating with Centers of Excellence (CoEs) to conduct collaborative research or evaluation studies on banking practices within their specific domain. This targeted research is primarily aimed at creating new frameworks for training and/or offering practical suggestions to the relevant verticals.

Additionally, the selected institute(s) is/are anticipated to assist CoEs in drafting articles for publication in reputable magazines, internal publications, or newspapers. Furthermore, the institute(s) will provide guidance and mentorship to faculty members in the process of authoring books on significant topics, intended for use as learning resources.

E) Designing role-based customized joint certification courses

The Centers of Excellence (CoEs) will collaborate with the chosen institute(s) to develop role-based joint certification courses in alignment with their respective themes. This collaboration aims to leverage the institute's expertise in curriculum design, development, content enrichment, and incorporation of best industry practices, benefiting the Bank.

The indicative process for creating certification courses is outlined as follows:

- The selected institute will furnish E-learning modules and questionnaires covering the relevant topics.
- The joint certification course will be hosted on the Bank's Learning Management System

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

(LMS) platform for a duration agreed upon by both the Bank and the selected institute(s).

- Bank employees can access the course content by enrolling in the respective certification course.
- Assessment tests will be conducted after the completion of each E-learning module. Upon finishing all modules, participants must take a final exam prepared by the selected institute(s) based on the entire course content.
- Successful completion of the assessment exam will result in the issuance of a Joint Certificate from the selected institute and the Bank to the participant.

F) External Trainings for employees

The selected institute(s) would also require arranging the external training programmes such as Specialized/domain based, new age topics, leadership development programme as and when required by concerned CoEs.

The institute shall coordinate with concerned CoEs for finalization of programme design and programme implementation/delivery etc.

The Bank reserves the right to pause the work at any point in time by giving one month's notice and use the services for the partial delivery of select modules of the assignment. . The payment shall be made only for the work delivered.

G) Resource Commitment

1. The Bank anticipates the institute's continuous engagement throughout any assignment for which separate RFQs will be floated. Therefore, it is imperative that, in their respective technical bids, the institute clearly specifies the availability of full-time resources (Programme Coordinator and Faculty Members) during the program, including any logistical arrangements required during the assignments.
2. Once awarded any assignment, the institute is expected to provide progress details, including both quantitative and qualitative assessments on a weekly basis, corresponding to each stage of the scope of work. This enables the Bank to evaluate the sustainability of the work undertaken by the institute.
3. The Bank envisions that experienced faculty members at the senior level, possessing expertise in relevant areas, will oversee the individual areas of assignment. These faculty members should demonstrate proper and adequate commitment to the exercise. The technical bids will be evaluated with particular emphasis on the quality, commitment, and composition of existing resources which could be committed in various capacities.
4. When needed, subject matter experts required to deliver various aspects of the assignment must be readily available to complement the efforts of on-site Faculty.
5. Upon being awarded any assignment, a single Programme Coordinator should be appointed for the overall task, and proposed faculty members/experts may be indicated separately. No changes will be permitted in the Programme Coordinator, or the faculty members/experts proposed without explicit written approval from the Bank.
6. The minimum required years of experience in training content creation/delivery, joint

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

research, faculty development, and related learning & development transformation activities in the BFSI space for the envisaged team to be deployed on any assigned task are as follows:

- a. Programme Coordinator: 10 years
- b. Faculty Members: 5 years

The details of the same to be submitted as per Annexure IX

7. Throughout the training program, there may be related areas that the Bank would like the Selected Institute to undertake, which may not have been envisioned earlier. The Bank reserves the right to pause the work at any point in time by giving one month's notice and use the services for the partial delivery of select modules of the assignment. The payment shall be made only for the work delivered.

Individual requirements against the proposed outcomes shall be specified in individual RFQs of each assignment.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Section-III

Eligibility Criteria and Selection Procedure

1. Eligibility Criteria

- 1.1 The bidder should be a Premier Academic Institute registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm as per Company Act 2013 or Registered Trust/Society under Indian Society Act and should be in existence for the last 5 years in India as on date of issuance of RFP.
- 1.2 The bidder should be registered for GST. It should not be individual/ HUF etc. (GST Registration Certificate would be required. If any services under exemption, valid proof would be required).
- 1.3 The bidder must have experience in learning & development ecosystem in particular, giving training to senior executives of BFSI industry preferably Banks in preceding 5 years. The cut-off date for eligibility under this para shall be date of issuance of RFP.
- 1.4 The bidder should have a track record of successfully completing at least one (1) similar assignments as envisaged in scope & key deliverables given in section II, in BFSI sector in the last 5 (five) years. (Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted)
- 1.5 The bidder should have enough qualified manpower to handle the assignment smoothly & effectively till the completion of each project. At least 5 resources of subject matter expert/faculties with Minimum 5 years of experience and one Program Coordinator having minimum 10 years of experience. The cut-off date for eligibility under this para shall be date of issuance of RFP.
- 1.6 The bidder should have in-house capabilities for mid & senior level executive training / education using technology (with Apps, Modules, Simulations and Quizzes) including developing content, materials, case material, joint research etc.
- 1.7 The bidder should have credentials in design and implementation of leadership journeys for officers/executives in reputed organizations preferably those in the Banking and financial services industry in India / globally
- 1.8 The Bidder's institute should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank, both present and those who have retired in the last one year.
- 1.9 The companies or firms or Trust or Society, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head), as per Annexure IV, that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/ judgment passed by the Court/ Forum as on date of submission of the tender, otherwise the bid will not be considered.
- 1.10 Bidders are required to provide duly authenticated following supporting documents:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

- a) Company's MOA, AOA, Certificate of incorporation, certificate of business commencement of Firms/Trust/Society's Registration Certificate, Resolutions,
 - b) audited balance sheet, P&L account statement, purchase order/ work orders, work experience certificate, GST returns etc.
 - c) The documents are required to be signed by the authorized signatory of the company with the official seal/stamp.
- 1.11 The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all Annexures, Addendum and Corrigendum based on the requirements, specifications, terms and conditions laid down in this RFP. Bidder to submit the letter as per format provided in Annexure XVI of the RFP along with the bid.
- 1.12 The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the proposal. The bidder should enclose documentary proof in support of all eligibility criteria while submitting the Technical Proposal, failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the number of credentials bidder can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas. All the credentials of the applicant necessarily need to be relevant to the Indian market.
- 1.13 The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.
- 1.14 To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. The Bank reserves the right to:
- Ascertain information from the banks and other institutions to which the Applicant has rendered its services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Empanelment and any strong adverse comment/ action about product or service would make the bidder ineligible for further assessment/ processing/ Consideration.
 - Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the applicants to this document and Bank will not entertain any correspondence in this regard. The Bank, at its discretion, may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Bank's opinion the bidder could not present or demonstrate the proposed solution / requirements as described in the proposal.

Detailed eligibility criteria is mentioned in Annexure-II

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

2. Other Empanelment Conditions:

- 2.1 All selected institutes from the empanelled list shall be required to execute a Non-Disclosure Agreement as per Annexure-XIII
- 2.2 This RFP shall not define project terms and guidelines. They shall be specified in the Limited Tender Enquiry (Request for Quote (RFQ) documents issued for the specific requirement. Some of the conditions are listed below:
 - 2.2.1 No. of employees who are to be trained
 - 2.2.2 List of themes, topics and level of executives to be covered
 - 2.2.3 Other project specific eligibility criteria
 - 2.2.4 Penalty & liquated damages
 - 2.2.5 Earnest Money Deposit
 - 2.2.6 Performance Bank Guarantee Terms
 - 2.2.7 Service level Terms & Conditions
 - 2.2.8 Scope of the Project
 - 2.2.9 Specific legal terms
 - 2.2.10 Payment Terms
- 2.3 No commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empanelled Institutes.
- 2.4 The terms of the RFQ shall be read in consonance with the terms stated in the document. Bank's decision in this respect to any interpretation of RFP and RFQ terms shall be final and binding.
- 2.5 Successful Empanelment does not construe commitment from the Bank to provide opportunities to the empaneled institutes.
- 2.6 Individual communication will be sent to the empaneled institutes

3. Earnest Money Deposit and Performance Bank Guarantee

This being an RFP for empanelment purpose, no EMD / PBG is prescribed for this specific empanelment. However EMD/PBG shall be specified at the time of specific RFQs.

4. Evaluation of Bids

- 4.1 Bank will short list the bidders for empanelment based on evaluation by a Committee of the Bank. The short listing will be based on various parameters as per the terms of the tender documents, responses, referrals, presentations, technology, past experience etc.
- 4.2 Setting of evaluation criteria for selection processes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 4.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

A material deviation, reservation or omission which should not be waived are those that:

- 4.3.1 Affect, in any substantial way, the scope, quality or performance of the services specified in the contract;
 - 4.3.2 Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the bidder's obligations under the contract;
 - 4.3.3 If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.
- 4.4 All bidders will be required to give presentation of their offered services clearly demonstrating implementation capabilities. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere presentation should not be considered as being qualified/ shortlisted for further process. In this regard, Bank's decision will be final and binding on all bidders.
- 4.5 The presentation should broadly include, but not be restricted to, the areas specified as follows:
- 4.5.1 Profile of the Institute/Organization
 - Brief history
 - Vision & Mission statement
 - Specialization of the bidder in the domain areas specified by the bank
 - 4.5.2 Prior assignments related to Bank's scope of work completed in BFSI-
 - Nature and scope of work of such assignments.
 - Timely and satisfactory completion of such assignments.
 - Impact of results on the concerned organization (with demonstrated outcomes, if any)
 - Industry-wide benchmarks established through these assignments.
 - 4.5.3 Understanding of the Scope
 - Key deliverables and outcomes
 - Proposed solutions which are feasible in the Bank's context
 - Full-time and technically suitable resources available to be deployed for the assignments given in the scope
 - 4.5.4 Design & Methodology
 - Execution approach and strategies for timely implementation
 - Transition strategy to sustain the initiatives by the Bank's resources
 - Proposed measurable outcome/ impact
- 4.6 The bidders must ensure that the details sought in all Annexures as specified in the RFP are aptly covered. The bidders may share any other information or highlight their key achievements related to the scope of work.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

- 4.7 Presentation should be made by the employee on-the-roll of the respective bidder institute and no hiring of outsider for presentation will be allowed. In case of technology partner, a representative may be allowed. However lead presenter has to be on-the-roll of bidding firm. The bidder would certify the identity of the technology partner. However, the responsibility rests with the bidders for using an appropriate technology source in order to meet the requirements of the envisaged scope of work
- 4.8 The Bidder is expected to substantiate / validate the achievements / recognition through relevant data / documentary evidence.
- 4.8.1 As a part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all the terms and conditions of bidding document without material deviation.
- 4.8.2 Bids which do not fulfil the eligibility criteria / conditions relating to Bidders' credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.
- 4.8.3 Bank may, during the process of technical evaluation, call for any clarifications/ additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 4.8.4 Bank reserves the right to call for a proof of concept on the features etc., from the shortlisted Bidders based on the technical bids submitted by them to make an evaluation.
- 4.8.5 Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

4.9 Technical bid evaluation criteria

The bids received in response of this RFP shall be evaluated by a committee of the bank, as per the evaluation matrix furnished below;

Sr. No.	Evaluation Parameter	Maximum Marks	Criteria	Marks
1	Presentation	30		
1.1	Proposed Design, Methodology and comprehensiveness of the scope & deliverables covered	20	-	
1.2	Quality of institute's profile and prior assignments completed	5	-	
1.3	Clarity in proposing measurable outcome/impact	5	-	

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

2	Experience	45		
2.1	Number of different organizations served in giving training to senior executives of Banking & Financial Services organizations in preceding 5 years (work order or any valid document need to be provided as a proof) as on date of issuance of RFP.	20	>6	20
			3 to 6	15
			< 3	10
			0	0
2.2	Average years of experience and profile of the faculty members & subject matter experts in the Banking & Financial Services Industry or as relevant to the 9 COE themes mentioned above (experience certificate or any valid document need to be provided as a proof for 5 faculty members/ subject matter experts)	10	>10 years	10
			>5 to 10 years	8
			1 to 5 years	6
			<1 year	0
2.3	Number of National/ International Research papers and case studies published in the last financial year by faculty members i.e., FY 2022-23 (Valid proof for publication as well as faculty members to be provided)	10	45+	10
			26 to 45	8
			1 to 25	6
			0	0
2.4	Number of certification courses provided by the institute in the Banking & Financial Services Industry or as relevant to the 9 COE themes mentioned above (Work order or any valid document proof to be provided)	5	2 to 5	5
			1	3
			0	0
3	Organization's Credentials	20		
3.1	Should be a Premier Academic Institute of National/ International repute (Preference will be given to those who is amongst the Top 100 Global Management Institute as per Financial Times Global MBA Rankings 2023 or top 100 colleges in the NIRF Management Rankings)	15	Top 100 in FT Global Rankings OR Top 10 in NIRF rankings	15
			11 – 25 in NIRF rankings	10
			26-50 in NIRF rankings	8
			51-100 in NIRF rankings	5
			≤ 50	0
3.2	Global tie ups for courses related to Banking & Financial Services topics (Tie-up letter or any valid document proof to be provided)	5	> 2	5
			1 to 2	2
			0	0
4	Organization's Existence in India	5	>10 years	5
4.1	Number of years of operation/existence in India as on date of RFP issuance (proof of	5	>10 years	5
			5 to 10 years	3

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

	Commencement of business to be provided)		< 5 years	0
	Total	100		

Detailed evaluation criteria are enclosed in Annexure-XI.

The minimum eligibility requirement will be 70 marks in the technical evaluation criteria mentioned above.

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on technical evaluation shall be final. Please note that up to two decimal points will be taken in the final score.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Section IV

1. General Terms and Conditions:

1.1 Term of Assignment

The empanelment will be valid for a period of 3 years from the date of empanelment order and it may be extended on yearly basis at the sole discretion of the bank on the basis of their performance and with maximum of 2 extensions. However the empanelment period shall not exceed beyond 5 years from the date of empanelment order under any circumstances. In case the assigned projects have not been completed during the 5 year period the institute shall continue the assigned projects (even though the empanelment has ceased) and ensure completion as soon as possible. Hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions. Please note that mere continuation of projects after cessation of empanelment period does not construct as being empanelled.

1.2 Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

1.3 Execution of SLA (Service Level Agreement), NDA, Indemnity Bond and Certificate of Originality

1.3.1 Bank will be signing an SLA (Service Level Agreement) with the selected institute for specific assignment related to scope & deliverables mentioned in this document by means of limited tender RFQ process from the empanelled list.

1.3.2 The selected Bidder will be required to thereupon execute legally valid Non-Disclosure Agreement (NDA) and Indemnity Bond.

1.4 Other Terms & Conditions

The Bank reserves the right to:

1.4.1 Reject any and/or all responses (bids) received in response to the RFP, in part or in full, and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders or without any obligation to inform the affected Bidder or Bidders on the grounds for the Bank's action or without assigning any reasons, whatsoever.

1.4.2 Entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.

1.4.3 Modify the RFP / bidding document / any clause (including evaluation criteria) as deemed necessary in the process, at any time before the opening of technical bid. Bank may extend the deadline for submission of the bids.

1.4.4 Waive or change any formalities, irregularities, minor infirmity, non-conformity or inconsistencies in proposal format delivery or in the bid, which does not constitute a material deviation.

1.4.5 Extend the time for submission of all proposals.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

1.4.6 Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

1.5 Bank will deduct TDS at applicable rates as per relevant law.

1.6 Consortium / sub-contracting: If resources are not available for a particular section of assignment, empanelled institute may engage institute / person of repute with specific qualification and expertise as required for the assignment. Deployment of resources should be a combination of internal and external resources as approved by the Bank.

1.7 Bidder shall bear all costs associated with preparation and submission of its Bid.

1.8 The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice or subsequent RFQ and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort the entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action. The dispute redressal mechanism addressed in interpretation related issues shall be followed in case of dispute.

2. Capability to take up assignment:

The bidding institute should have in-house capability to take up assignment on their own. However, over and above their own staff on roll, bidding institute may engage subject matter experts and information technology providers to handle the training related work, and they should be available till conclusion of the assignment. In case of subject matter expert, Bidder to produce the details of such people to be engaged along with relevant evidence as per the annexure VIII to this RFP.

3. Work Space / Staff Members required:

The key persons identified by the selected Bidder for the programme should carry out their activities from the suitable location as approved by the Bank. Any reasonable requirement of the staff members from the Bank along with their expected skill test / desired qualifications should be requested by empaneled institute for any specific activity and areas of implementation. The expected skill set will be provided from the available resources of the Bank that can be put at the disposal of the training contract.

4. Substitution of Programme Faculty Members:

During the assignment pursuant to specific RFQ, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to specific RFQ. However, the Bank reserves the unconditional right to insist the

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

selected Bidder to replace any faculty member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to specific RFQ.

5. Single Point of Contact:

The selected Bidder should provide details of single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc.

6. Adherence to Standards:

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar programmes.

7. Payment Terms:

Bank will release the payment of the agreed cost of specific assignment related to scope & deliverables mentioned in this document to the selected Bidder after deduction of applicable taxes at source, for which contract will be executed by the Bank with the selected Bidder. The payments will be scheduled in stages on completion of the various major activities and as per the progress of the programme, as will be defined in the SLA. No advance payments will be made.

8. Non-Payment of Cost of the Programme:

If any of the items/activities corresponding to which certain price as mentioned in response to specific RFQ, are not taken up by the Bank during the course of this assignment, the Bank will not pay the cost quoted by the selected Bidder in quotation against such activity/item.

9. Charges Terms:

By submitting the Bid, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the RFP document. It shall be deemed that the rates quoted by the Bidder in response to specific RFQs shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/contract amount with taxes, royalties, and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The TDS amount on prevailing rate and work contract tax etc. shall be deducted from the Bidder's running account/Final bills. Necessary certificates shall be issued to the Bidder by the Bank. GST/Service Tax payable on the payment of contract amount will be borne by the Bank.

10. Penalty and Liquidated Damages

10.1 If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

negotiation pursuant to specific RFQ, the Bank reserves the right to recover penalty @ 0.5% of the contract value per calendar week or part thereof, as Penalty for non-performance/delayed performance, with the total amount of penalty not exceeding 10% of the contract value. In case the total penalty exceeds the stipulated cap mentioned above, the balance amount payable to the selected Bidder shall be forfeited.

10.2 Bank shall be entitled to adjust/appropriate the amount of penalty against the payment to be made to the selected bidder against their professional fees.

10.3 The Bank reserves the right to recover the penalty amount in the following events:

- The support at any location is not up to the agreeable terms of the Bank.
- For any other valid reasons determined by the Bank.
- Non-payment of penalty claimed by the Bank.
- Issues not attributable to the institute will be exempted from levying the penalty.
- Bank reserves its right to recover this amount by deducting payments to be made by the Bank to the bidder

10.4 Notwithstanding what so ever stated in para 10.1 above, if the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under specific RFQs as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder inter-alia by invoking the performance guarantee prescribed under specific RFQ, if any.

10.5 The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.

11. Professionalism:

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

12. Audit

12.1 The empaneled institute shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

- 12.2 The bidder has to ensure compliance of Information Security according to relevant policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
- 12.3 In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.
- 12.4 To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's/RBIs representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the empaneled institute.

13. Force Majeure:

Any failure or delay by selected Bidder or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable period of the occurrence of a Force Majeure Event. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its 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.

14. 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 Institute/Organization or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The selected Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

15. Applicable Law and Jurisdiction of Court:

The Contract with the selected Bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Chennai, India.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

16. Indemnity:

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copyright, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor. In no event shall either party be liable for any damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

17. Erasers or Alterations:

Corrections / alterations should be properly authenticated by the authorised person in the same way as he has signed the bid documents failing which the bid will be rejected. The Bank may, at its sole discretion, waive any minor non-conformity, or irregularity in the bid, which does not constitute a material alteration. Bidders cannot modify their bids after the deadline for submission of bids is over.

18. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject any bid offer in 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 for any/all the reason mentioned herein:

- 18.1 It is not in conformity with the instructions mentioned in this RFP document.
- 18.2 It is not properly/duly signed.
- 18.3 It is not submitted ONLINE.
- 18.4 It is submitted after expiry of the due date and time.
- 18.5 It is incomplete including non-furnishing of the required documents/ information in time as required in terms of this RFP or called for subsequently.
- 18.6 It is evasive or contains incorrect information.
- 18.7 There is canvassing of any kind.
- 18.8 It is submitted anywhere other than the place mentioned under para 12.9.1 of Section-I

19. Assignment:

Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of the Bank. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder can subcontract or permit anyone other than its personnel

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

to perform any of the work, service or other performance required of the selected Bidder under the contract only upon approval of the Bank. If resources are not available for a particular section of assignment, empanelled institute may engage institute / person of repute with specific qualification and expertise as required for the assignment. Deployment of resources should be a combination of internal and external resources as approved by the Bank.

20. Non-Solicitation:

The selected Bidder, during the term of the contract and for a period of empanelment and thereafter (for a period of 1 year) shall not without the express written consent of the Bank, directly or indirectly:

20.1 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 of the Bank or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or

20.2 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.

21. No Employer-Employee Relationship:

The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained in this RFP or in the agreement to be entered between the Bank and the successful bidder shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party. The selected 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. The selected bidder is bound to ensure compliance of all applicable laws on employment, payment of wages, increases or arrears in wages, insurance or any other statutory requirement of its employees /staff /personnel etc.

22. Vicarious Liability:

The selected Bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Bidder 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 selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold the Bank, its

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

employees, 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 selected Bidder's employees, agents, contractors, sub-contractors, etc. Bidder to ensure Minimum Wages Act and EPFO Act are being strictly adhered to and an undertaking letter to be submitted in this regard.

23. Termination of Contract and Compensation:

- 23.1 The Bank would provide 30 days' notice to rectify any breach/unsatisfactory progress, if the selected Bidder commits a breach of any of the terms and conditions of the specific RFQ/contract pursuant to RFQ for specific assignment.
- 23.2 The Bank reserves the right to cancel the contract of the selected Bidder in the event of breach of any of the terms of the RFQ for specific assignment and undertakings given and recover expenditure / loss incurred by the Bank in any of the following circumstances.
- 23.3 The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- 23.4 An attachment / judicial restraint is imposed or continues to be levied for a period of 7 days upon effects of the bid.
- 23.5 The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- 23.6 If deductions on account of Penalty exceeds more than 10% of the total contract price for specific RFQs; if the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions; after the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract at any stage, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
- 23.7 If the selected bidder is found to have indulged in suppression of facts, misconduct or unethical practices.
- 23.8 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, if any under specific RFQs without prejudice to its rights to recover the dues through legal action that may follow in accordance with the provisions of extant law.
- 23.9 The Bank reserves the right to set-off, in case the Bidder has been awarded any other project under this RFP, for any payment's payable under and in accordance with that project.

24. Conflict of Interest:

- 24.1 Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

24.2 Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

24.2.1 Conflicting Assignment/ Job: A bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Partner / its personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

24.2.2 Conflicting Relationships : A bidder (including its Personnel) that has a material business or close family relationship with a member of Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of Bank staff associated with the Partner in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

24.3 Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

25. Dispute Resolution:

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed by IBA. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Chennai, India. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/ other legal recourse.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

26. Representations and Warranties:

The bidder represents and warrants to the Bank that it is validly existing under the laws of India and has full power, authority, right, financial standing, capacity, competence and approvals to execute and perform its obligations under this RFP.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure I

**Letter of Acceptance
(Letter to the bank on the bidder's letterhead)**

To
RFP Co-ordinator, HRD Department, Indian Bank
Third Floor, IMAGE Campus,
3- Thandavarayan Street,
MRC Nagar, R A Puram,
Chennai – 600028

Dear Sir,

Subject: Request for Proposal (RFP) for Empanelment of external academic institutes for Centre of Excellence (CoE) under L&D System

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 6 (six) months from the date of the offer. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that:

- a) You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b) If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c) If our bid is accepted, we are to be responsible for the due performance of the contract.
- d) You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e) Bidder means the bidder who is decided and declared so after examination of commercial bids.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Place:
Date:

For _____
Signature _____
Name _____

Authorized Signatories
(Name & Designation, seal/stamp of the firm/company)

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure II

Eligibility Criteria

SL NO	Details	Eligibility (Yes/No)	Supporting Documents to be submitted
1.	The bidder should be a Premier Academic Institute (approved by GOI) registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm under per Company Act 1956 /2013 or Registered Trust/Society under Indian Society Act and should be in existence for the last 5 years in India as on date of issuance of RFP.		MOA/AOA/Certificate of Commencement of Business/Institute / Organisation/ Partnership Deed/ Registered Trust deed/Society/Valid approval Certificate
2.	The bidder should be registered for GST. It should not be individual/ HUF etc.		GST Registration Certificate/ GST return (If any exemption, valid proof would be required)
3.	The bidder must have experience in learning & development ecosystem in particular, giving training to senior executives of BFSI industry preferably Banks in preceding 5 year. The cut-off date for eligibility under this para shall be date of issuance of RFP.		Valid proof of Work order/ /certificate/invoice/Purchase order from BFSI
4.	The bidder should have a track record of successfully completing at least one (1) similar assignments as envisaged in scope & key deliverables given section II in BFSI sector in the last 5 (five) years.		Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted
5.	The bidder should have enough qualified manpower to handle the assignment smoothly & effectively till the completion of each project. Atleast 5 resources of subject matter expert/faculties with Minimum 5 years of experience. The cutoff date for eligibility under this para shall be date of issuance of RFP.		A self-declaration by the Bidder on Institute's letter head on available experienced manpower, domain experts along with proof of their qualification, experience certificate
6.	The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank of India, both present and those who have retired in the last two year from the date of issuance of RFP.		A self-declaration by the Bidder on Institute's letter head
7.	The companies or firms or Trust or Society, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs)		An undertaking letter as per Annexure IV
8.	The bidder should have credentials in design		A Self-declaration on the

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

	and implementation of leadership journeys for officers/executives in reputed organizations preferably those in the Banking and financial services industry in India / globally		Respondent's letter head (along with proof viz. work order/ Project completion certificate)
9.	The bidder should have in-house capabilities for mid & senior level executive training / education using technology (with Apps, Modules, Simulations and Quizzes) including developing content, materials, case material, joint research etc.		A self-declaration on the Respondent's letter head (along with proof)

[Only those Bidders who fulfil all the eligibility criteria as mentioned above are eligible to participate in the RFP. The Bidders should submit their responses along-with documentary evidence and self-declaration as required for the above eligibility criteria. Bidders are not barred from producing any additional evidences or testimonials other than the ones asked for in this RFP which may be relevant to the programme. Proposals of those Bidders, who do not fulfil any of the eligibility criteria as stated above in full, will be summarily rejected. Organizations found fulfilling the eligibility criteria as laid out above during the preliminary scrutiny will only be considered for the next stage of the RFP. The Bank's decision on "Eligibility Criteria" is final.]

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure - III

Tender Ref. No.:

**Pre-Contract Integrity Pact
(To be submitted on Non - Judicial Stamp Paper)**

**PRE-CONTRACT INTEGRITY PACT
Between
Indian Bank hereinafter referred to as “The Bank”
And
..... hereinafter referred to as “The Bidder/Contractor”**

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for empanelment of External Academic Institutes for Centre of Excellence (CoE) under L&D System. The Bank 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) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Bank, 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 material or immaterial benefit which the person is not legally entitled to.
 - b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank 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 Bank will exclude from the process all known prejudiced persons.
2. If the Bank 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 Bank will inform the Chief Vigilance Officer(CVO) and in addition can initiate disciplinary actions.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Section 2 – Commitment of the Bidder(s)/ Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank'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) / Contractor(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) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (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) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

Section 5 – Previous Transgression

1. The Bidders 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 other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. 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.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank 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.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank 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.
8. The word 'Monitor' would include both singular and plural.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

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 the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

The parties hereby sign this Pre-Contract Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness 1:

Witness 1:

(Name & Address) _____ (Name & Address) _____

Witness 2:

Witness 2:

(Name & Address) _____

(Name & Address) _____

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure IV

**Form of Self Affidavit / Declaration
[To Be Submitted in Institute's / Organization's Letter Head Only]**

We, M/s _____, are one of the BIDDERS for providing professional services to Indian Bank as per your "Request for Proposal (RFP) for Empanelment of external academic Institutes for Centre of Excellence (CoE) under L&D under reference number _____.

We, hereby declare that our Institute / Organization do not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the training services.

We further declare that no legal action is pending / contemplated against us nor are we debarred by any legal jurisdiction in India or outside India, which may affect our ability to deliver as per the terms of the RFP.

We further declare that we have not been blacklisted by any entity /Regulators/Govt. Bodies in India or outside India. We further declare that we do not have any ownership or control rights by any director (or relatives) of Indian Bank, both present and those who have retired in the last one year.

We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own.

The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the Bank finds our averments are not true and are incorrect, the Bank can initiate necessary action against us, as deemed fit.

Authorized Signatory (ies)

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure V

Bidders Information

SL No.	Bidders Information	
1.	Name of the Director/Partner/Trustee/Society member/Authorized person (Specify constitution – Partnership Firm/Company/Trust/Society etc., provide documentary proof of the same)	
2.	Address and contact details of the Institution/ Organization in India	
3.	Name of the authorized person(s) / Partner(s) / Director(s) associated with the programme	
4.	Contact Telephone Number (Landline and Mobile) and e-mail id of the authorized person	
5.	Date of Establishment/ Incorporation (Global)	
	Date of Establishment/ Incorporation (India)	
6.	Total number of offices (Global)	
	Total number of offices (India)	
7.	Number of years of leadership training experience	
8.	Number of management consulting staff on the payroll of the Partner (Global)	
	Number of management consulting staff on the payroll of the Partner (India)	
9.	Of Sl. 8 above, number of faculty members who have experience of handling long term assignments (duration >= 6 months)	
10.	Number of Public sector banks, Pvt Sector Banks and Financial institutions with whom long term transformation assignments have been undertaken (duration >= 6 months)	
11.	Of Sl. 10 above, number of public sector banks with whom long term transformation assignments undertaken	

12. Brief particulars of experience of the Institute in extending leadership training advice relevant to the proposed programme

Name of Organisation for whom services rendered	Year	Type of Training programmes offered	Faculty Size	Period proposed for completion	Actual period for completion

Signature:

Name:

Designation:

Date:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure VI

Relevant Experience

Please provide following information for most relevant clients in India: Use the format below to provide information for which your firm was legally contracted for carrying out assignments related to scope & deliverables given in section II. Please mention more than one assignment under the same client if relevant. (Use separate sheet for each client)

1.	Name of the client/description of the client: Relevant Experience (can be more than one):	
2.	Description of the assignment:	
3.	Duration of the assignment (in months) as per the agreement:	
4.	Start date:	
5.	End date:	
6.	Faculty size for the assignment (full time members): Other experience with the client:	
7.	Duration of all the training assignments for the client (in months):	
8.	No. of professional staff provided for all the training assignments for the client:	
9.	Terms of reference	
10.	Impact Achieved	
11.	Any other relevant information	

(Please include client references / commendation letters, if any)

Reference letter from Senior Executive of the client to be attached regarding the successful completion.

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure VII

Projects/Programme Dropped without Completion

Use the format below to provide information about programmes for which your Institute/Organization was legally contracted for carrying out consulting or training assignment and which were dropped without completion. Please mention more than one assignment under the same client, if required. (Use separate sheet for each client)

1.	Name of the client/description of the client:	
2.	Description of the assignment:	
3.	Duration of the assignment (in months) as per the agreement:	
4.	Start date:	
5.	End date/Date on which the project/programme was dropped:	
6.	Contact details of the client	
7.	Reasons for non-completion / dropping	
8.	Any other relevant information	

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure VIII

Faculty Composition and Tasks assigned

This annexure must be filled up in respect of all the team members who have directly associated with the any Bank/any financial institutions/any other institutions for any completed/undergoing Training Programme.

SL No.	Name	Present position	Experience in (No of Years)		Area of expertise	Task/Role in any existing/current programme
			Overall L&D transformation assignment undertaken	With Present Institute		

Signature:

Name:

Designation:

Date:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure IX

Format for Curriculum Vitae (CV) of the Professionals involved in the Existing assignments

Use the format below to provide information on key people (on each individual) who have already executed any of training programme for the past 5 years

Name of the Personnel:	
Name of the Institute/Organization:	
Current Position and designation in the Institute/Organization:	
Nationality	
Language Proficiency	
Qualifications (Technical and Academic with year of passing)	
Role of the member and Task proposed (Programme Coordinator, Expert, Members, Researcher, etc.)	
Areas of expertise:	
Period of experience:	
Work undertaken that best illustrates capability to handle the tasks assigned:	
Detailed Tasks Assigned (Past 5 years): (Giving a brief outline of person's experience and training most pertinent to task on assignment. Describe degree of responsibility held by the person on relevant previous assignments and give dates and locations).	
Employment Record: (Starting with present position, list in reverse order)	

(Note: To be supported by client references)

Signature:

Name:

Designation:

Date:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure X

Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan

Partners are requested to present the technical proposal with their approach, methodology in the form of brief write up under following 5 sections:

1. Experience & Capability

Brief information on the Partner's organizational set-up, size, and experience in L&D ecosystem, expertise in the areas of scope & deliverables given in section II. Details of similar type of work undertaken for Indian Public Sector Banks / Private Sector Banks / Financial Institutions. Partner's international set-up and experience if any.

2. Understanding of Scope of work

Details of Partner's perception of the nature and scope of and key issues related to scope of work involved, implementation of efficient tool for execution of strategy.

3. Approach, Methodology and Work-plan

This should include details of overall approach to the areas listed in the RFP along with specific potential proposals / solution on each of these areas, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at each stage of the work with key milestones. The Partner(s) should also explain why the methodology adopted is consistent with the objective of the programme, and the specific objectives outlined for each pillar of the assignment.

4. Faculty Composition

This chapter should contain details of the faculty composition, key executives proposed in various stages of the programme. Partner should also contain the details of key experts and technical staff responsible for each of main disciplines of assignment.

5. Transfer of Knowledge

Partner's plan and methodology for transfer of knowledge, enablement and building capabilities at the Bank for scale up and sustainability as also institutionalizing the processes and systems.

Signature:

Name:

Designation:

Date:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XI

EVALUATION OF TECHNICAL BID

SL No.	Evaluation Parameter	Maximum Marks
1.	Presentation	30
1.1	Proposed Design, Methodology and comprehensiveness of the scope & deliverables covered	20
1.2	Quality of institute's profile and prior assignments completed	5
1.3	Clarity in proposing measurable outcome/ impact	5
2.	Experience	45
2.1	Number of different organizations served in giving training to senior executives of Banking & Financial Services organizations in preceding 5 years (work order or any valid document need to be provided as a proof)	20
2.2	Average experience in years and profile of the faculty members & subject matter experts in the Banking & Financial Services Industry or as relevant to the 9 CoE themes mentioned above (experience certificate or any valid document need to be provided as a proof for 5 faculty members/ subject matter experts)	10
2.3	Number of National/ International Research papers and case studies published in a year by faculty members (Valid proof for publications as well as faculty members to be provided)	10
2.4	Number of certification courses provided by the institute in the Banking & Financial Services Industry or as relevant to the 9 CoE themes mentioned above (Work order or any valid document to be provided as a proof)	5
3.	Organization's Credentials	20
3.1	Should be a Premier Academic Institute of National/ International repute (Preference will be given to those who is amongst the Top 100 Global Management Institute as per Financial Times Global MBA Rankings 2023 or top 100 colleges in the NIRF Management Rankings)	15
3.2	Global tie ups for courses related to Banking & Financial Services topics (Tie-up letter or any valid document to be provided as a proof)	5
4.	Organisation Existence in India Number of years of operation/existence in India as on date of RFP issuance (Commencement of business document to be provided as a proof)	5
Total		100

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XII

Indemnity Bond
(On Non-Judicial Stamp paper of appropriate value)

This DEED OF INDEMNITY made on the ____ day of _____ by _____ (hereinafter referred to as the Institute) which expression shall unless repugnant to the context mean and include its successors and permitted assigns of the one part in favour of Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014 (hereinafter referred to as the BANK) which expression shall unless repugnant to the context or meaning there of shall mean and include its successors and assigns of the other part

WHEREAS Indian Bank, has floated RFP bearing No. ____ dated _____ and corrigendum thereto dated ____ for empanelment of External Academic Institute for assignments as envisaged in scope & key deliverables given section II of RFP document, AND WHEREAS the said _____ Institute has participated in the RFP and has been issued with Letter of Offer bearing No..... dated and the Institute has entered into a Contract dated for the scope of work contained in the RFP.

AND WHEREAS one of the terms and conditions of the RFP is that the Bidder has to execute an Indemnity in favour of the Bank.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Contract the Institute hereby covenants with the Bank and its successors in title that the Institute will at all times hereafter keep the Bank fully indemnified against all losses, actions, proceedings, claims, suits, damage and any other expenses for causes attributable to the bidder/Institute or their representatives.

In witness whereof, the above named Partner has executed this Indemnity Bond at _____ on this ____ day of _____

Executant (Seal and Signature)

Witness

1.

2.

To be attested by a notary.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XIII

Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this _ day of _ 2024, and shall be deemed to have become in full force and effect from (the "Effective Date").

BY and between M/s. _____ an Institute/Organization/company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as "-----" or "Partner" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Indian Bank, , having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014 (hereinafter referred to as "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "Affiliate" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S:-

- i) Partner inter-alia is engaged in the business of providing services related to scope & deliverables given in section II of RFP, solutions & services to various business entities in India & abroad.
- ii) Indian Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to " " ("the Purpose") as more particularly described in Principal Agreement dated _____, entered into by the Parties.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the programme with the Disclosing

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

- iv) Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavour:

- i) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii) limit access to such Confidential Information to those of its (including its Affiliates) directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- iv) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the disclosing party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favour upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties / respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information;

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Chennai, India.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF ____, 2024.

Signed and delivered by
M/s _____

Signed by:

Name

Title

In the presence of

.....

Signed and delivered by
Indian Bank

Signed by:

Name

Title

In the presence of

.....

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XIV

Bid Query Format
(To be submitted by all Bidders' on their letter head)

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

SL No.	Clause No.	Page No.	Clause	Query	Bank Response

Place:

Signature:

Date:

Name & Designation:

Business Address:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XV

Know Your Employee (KYE) Clause

(Bidder has to submit Undertaking on the company/firm letter head as per format given below).

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with firm/ company's seal/stamp

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XVI

**Declaration for Compliance
(To be submitted by all Bidders' on their letter head)**

(All Terms and Conditions including scope of work except technical specifications) We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any material deviation may result in disqualification of bids).

Signature:

Name

Date

Seal/stamp of company/firm:

Technical Specification:

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations List of deviations

1) _____

2) _____

3) _____

4) _____

Signature:

Name

Date

Seal/stamp of company/firm:

(If left blank it will be construed that there is no deviation from the specifications given above)

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XVII

**Compliance to RFP Terms & Conditions
(To be submitted by all Bidders' on their letter head)**

SL No.	Clause Details	Bidder's Compliance (Yes/ No)
1.	Introduction and Purpose	
2.	For the respondent only	
3.	Confidentiality	
4.	Information provided in RFP	
5.	No Legal Relationship	
6.	Recipient Obligation to Inform Itself	
7.	Evaluation of Offers	
8.	Errors and Omissions	
9.	Acceptance of Terms	
10.	Costs Borne By the Respondents	
11.	Integrity Pact (IP)	
12.	RFP Response Terms	
13.	Modifications and Withdrawals of Bids	
14.	Format of Bids	
15.	Notifications	
16.	Process & Time Frame	
17.	Empanelment Period	
18.	Other Terms and Conditions of RFP	
19.	General Terms and Conditions	
20.	Capability to take up Assignment	
21.	Work Space / Staff Members required	
22.	Substitution of Programme Faculty Members	
23.	Single Point of Contact	
24.	Adherence to Standards	
25.	Payment Terms	
26.	Non-Payment of Cost of the Programme	
27.	Charges Terms	
28.	Penalty and Liquidated Damages	
29.	Professionalism	
30.	Audit	
31.	Force Majeure	
32.	Authorised Signatory	
33.	Applicable Law and Jurisdiction of Court	
34.	Indemnity	
35.	Erasers or Alterations	
36.	Right to Reject Bids	

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

37.	Assignment	
38.	Non-Solicitation	
39.	No Employer-Employee Relationship	
40.	Vicarious Liability	
41.	Termination of Contract and Compensation	
42.	Conflict of Interest	
43.	Dispute Resolution	
44.	Representation & Warranties	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

Annexure XVIII

Checklist of Documents to be submitted

Sl. No.	Documents to be submitted	Format as per	Yes/No
1.	Letter of Acceptance	Annexure I	
2.	Eligibility Criteria	Annexure II	
3.	Integrity Pact	Annexure III	
4.	Form of Self Affidavit / Declaration	Annexure IV	
5.	Certificate of Incorporation /Registration Certificate of Commencement of Commercial Operation (in case of Public Ltd company)	Certified Copy	
6.	Bidders Information	Annexure V	
7.	Relevant experience	Annexure VI	
8.	Projects/Programmes Dropped without Completion	Annexure VII	
9.	Proposed Faculty Composition and Tasks assigned	Annexure VIII	
10.	Format for Curriculum Vitae (CV) of Professionals to be involved in Training Programme	Annexure IX	
11.	Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan	Annexure X	
12.	Evaluation of Technical Bid	Annexure XI	
13.	Indemnity Bond	Annexure XII	
14.	Confidentiality / Non-Disclosure Agreement	Annexure XIII	
15.	Bid Query Format	Annexure XIV	
16.	Know Your Employee (KYE) Clause	Annexure XV	
17.	Declaration for Compliance	Annexure XVI	
18.	Compliance to RFP Terms & Conditions	Annexure XVII	
19.	Checklist of Documents to be submitted	Annexure XVIII	

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/INDBANK> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in point no. 3 of schedule, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/INDBANK>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support to the Bidder for participating in the reverse auction & support required if any for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#137/3, Honganasu, Kengeri,
Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore- 560060.
Support Contact No. 080-40482100, 9731967722, 8951944383
Support Email: gunaseelan.m@antaressystems.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- e. Compliance to Technical Specifications as per Technical Bid.

Request for proposal (RFP) for empanelment of External Academic Institute for Centre of Excellence (CoE) under L&D System

f. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

2.5. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit banks Website.