Central Bank of India
Learning & Development Department

Sir Sorabji Pochkhanawala Bankers' Training College

JVPD Scheme, Juhu Vile Parle (West), Near Cooper Hospital

Mumbai, Maharashtra – 400056

Tender Ref. No.: GEM/2025/B/6049906
REQUEST FOR PROPOSAL (RFP)

FOR

SELECTING A PUBLIC CLOUD-BASED LEARNING MANAGEMENT SYSTEM (LMS) INCLUDING MOBILE APPLICATION FOR THE BANK

Date: 12 MARCH 2025

GENERAL INSTRUCTIONS TO BIDDERS

1. Bidders satisfying the Eligibility Criteria specified in this document may submit their bid through Government e Marketplace (GeM) on or before the timeline stipulated.

2. Primary Contact No. 02261458003; Email ID: dgmspbtc@centralbank.co.in

3. Alternate Contact Details:

   a) Mr. Santosh Mishra, Email: trainingq2@centralbank.co.in Phone No. 022 6145 8005
   b) Mr. Sanjay Kumar, Email: it_spbtc@centralbank.co.in Phone No. 022 6145 8006

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

NOTE: Submission of any bid document through offline mode will not be accepted except Bid Security (EMD) and Pre-Contract Integrity Pact signed by authorized signatory, which should be submitted on or before last date & time of bid submission.

Bidders are advised to submit their bid well in time and not to wait till the last moment to enter their bid to avoid any complication/failure. Central Bank of India will not be responsible for any lapse/failure on the part of the bidder such as internet connectivity, network problems, system crash, power failure, etc.

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 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 contract or arrangement with the Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Bidders 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. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of this RFP. Central Bank of India in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP.

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 reason whatsoever.

This document is prepared by Central Bank of India for selecting a public cloud-based Learning Management System (LMS), both web and app version, its configuration, implementation, maintenance and post-implementation support.

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APPENDIX

IMPORTANT DATES AND INFORMATION

SRN.	ACTIVITIES	DATE & TIME
1	Tender Notification No.	**GEM/2025/B/6049906**
2	RFP Issuance Date	**12/03/2025**
3	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website or through GEM portal.
4	Last date, time and mode for submission of query	**21/03/2025, 05:00 pm** Email ID: dgmspbtc@centralbank.co.in
5	Pre-Bid Meeting Place: SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle West, Mumbai 400056	**24/03/2025, 03:00 pm onwards**
6	Date of placing replies to queries/clarifications/corrigendum in Bank's website	**27/03/2025**
7	Last Date and Time of Submission of RFP Response (Closing Date)	**17/04/2025, 03:00 pm IST**
8	Address for submission of Bids	Government-e-Marketplace (GeM)
9	Tender Fee	NIL
10	Earnest Money Deposit (EMD)	EMD of ₹ 30 Lakh (Rupees Thirty lakh) only by DD favoring Central Bank of India, payable at Mumbai. OR Electronic remittance to the below-mentioned account at any time prior to Bid Submission time. Account Number: 3025637279 Account Name: Sir SPBT College IFSC Code: CBIN0281621 EMD can also be submitted in the form of Bank Guarantee as per the prescribed format. In the case of DD/PBG, Bidder should deposit EMD separately in physical form, on or before the closing time shown above, to the RFP Coordinator.

11	Performance Bank Guarantee	5% of contract value; PBG should be valid for a period of 5 years and 9 months from the effective date of contract, including a claim period of three months.
12	Date and Time of opening of Technical Bids	Tender offers will normally be opened half an hour after the closing time.
13	Presentation by shortlisted eligible Bidders with successful technical bids Place: Central Bank of India, Sir SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle West, Mumbai 400056	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid. The exact date and time for the presentation will be communicated to the eligible Bidders separately. The Bank's decision in this regard would be final.
14	Opening of Commercial Bids Place: Central Bank of India, Sir SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle West, Mumbai 400056	The Commercial Bids of only those Bidders who qualify in Technical Bid evaluation will be opened. The date for opening of the Commercial Bid would be communicated separately only to those Bidders who are eligible being technically qualified.
15	RFP Coordinator	Mr. Sanjay Mallik, AGM – HRD (L&D) Address - Central Bank of India, Sir SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle (West), Mumbai – 400056 022-6145 8003 dgmspbtc@centralbank.co.in

The dates mentioned above are tentative and the Bidder must acknowledge that it cannot hold the Bank responsible for any revision in these dates. Any revision in dates will be published on the Bank's website.

1. INVITATION TO BID

Central Bank of India, a Public Sector Bank, has its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021, and has its Learning & Development Department located at Sir SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle (West), Mumbai – 400056.

The Bank has 4541 Branches, 13 Zonal Offices and 90 Regional Offices spread across the country. It has sponsored two (2) RRBs, viz. Uttar Bihar Gramin Bank (UBGB) & Uttar Banga Kshetriya Gramin Bank (UBKGB).

i. In order to meet the Software Solution/service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix E** of this RFP document.

ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix B** of this RFP and willing to provide the Software Solution/service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

iii. Address for submission of online Bids, contact details including email address for sending communications are given in "IMPORTANT DATES AND INFORMATION" section of this RFP.

iv. The purpose of Central Bank of India behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/service desired in this RFP. The proposed Software Solution/service must integrate with the Bank's existing infrastructure seamlessly.

v. This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of disqualification. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution/service for the Bank are invited to submit their technical and commercial proposals in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the proposed Software Solution/service adhering to the Bank's requirements outlined in this RFP.

DISCLAIMER

i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Central Bank of India, is subject to the terms and conditions set out in this RFP.

ii. This RFP is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist in the preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may

require.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respects will be at the Bidder's risk and may result in rejection of the Bid.

vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

2. DEFINITIONS AND ABBREVIATIONS

Definitions:

In this connection, the following terms shall be interpreted as indicated below:

i. **"The Bank"** means Central Bank of India, a Public Sector Bank that has its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021.

ii. **"Bidder"** means an eligible entity/firm submitting the Bid in response to this RFP. **"Bid"** means the written reply or submission of response to this RFP.

iii. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

iv. **"Total Cost of Ownership/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as Techno Commercial 1 (TC1) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

vi. **Software Solution/Services/System – "Software Solution" or "Services" or "System"** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing, and other obligation of Service Provider covered under the RFP.

vii. **"Deliverables/ Work Product"** means all work product generated by Bidder solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

viii. **"Services"** mean all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

ix. **Annual Maintenance Contract (AMC)** means the annual cost of maintenance of Software Solution Service.

x. **"TC1 - Techno-Commercial Bidder" -** The quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive bids that have achieved the minimum specified qualifying technical score are considered for further evaluation. After opening and scoring the price bids of technically qualified bidders, a final combined score is arrived at by giving predefined relative weightages for the score of the technical bid and the score of price bid. The bidder obtaining the highest total combined score in evaluation of technical and price as above will be ranked TC1. In case of a tie between two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.

xi. **"Go Live"** means Sign-off of complete solution as per requirements mentioned in this RFP and organization wide launch of the Learning Management System (LMS) to the users.

Abbreviations:

The long forms of other abbreviations commonly used in the document are given below:

SR No	Abbreviation	Long form
1	AD	Active Directory
2	AI	Artificial Intelligence
3	API	Application Program Interface
4	AR	Augmented Reality
5	ATI (SPBTC)	Apex Training Institute (Sir Sorabji Pochkhanawala Bankers' Training College)
6	AV	Antivirus
7	BFSI	Banking, Financial Services and Insurance
8	BG	Bank Guarantee
9	CERT IN	Indian Computer Emergency Response Team
10	CSP	Cloud Service Provider
11	DAM	Digital Asset Management
12	DDOS	Distributed Denial-Of-Service
13	DMZ	Demilitarized Zone

14	DR Site	Disaster Recovery Site
15	FY	Financial Year
16	GST	Goods and Services Tax
17	HIDS	Host-Based Intrusion Detection Systems
18	HRMS	Human Resource Management System
19	ILT	Instructor-Led Training
20	IPS	Intrusion Prevention System
21	JAWS	Job Access With Speech
22	KPI	Key Performance Indicator
23	KRA	Key Result Areas
24	L&D	Learning and Development
25	LAN	Local Area Network
26	ML	Machine Learning
27	MOOC	Massive Open Online Course
28	MPLS	Multi-Protocol Label Switching
29	NCA	Network Access Control
30	NDA	Non-Disclosure Agreement
31	NIDS	Network Intrusion Detection System
32	OEM	Original Equipment Manufacturer
33	OWASP	Open Web Application Security Project
34	PO	Purchase Order
35	PMS	Performance Management System
36	PWD	Person With Disability
37	SCORM	Sharable Content Object Reference Model
38	SFTP	Secured File Transfer Protocol
39	SIEM	Security Information and Event Management
40	SLA	Service Level Agreement
41	SME	Subject Matter Expert
42	SOC	System and Organization Controls
43	SOP	Standard Operating Procedure
44	SSL	Secure Sockets Layer
45	SSO	Single Sign-On
46	UAT	User Acceptance Testing
47	VAPT	Vulnerability Assessment and Penetration Testing
48	VILT	Virtual Instructor-led training
49	VPN	Virtual Private Network
50	VR	Virtual Reality
51	WAF	Web Application Firewall
52	WAN	Wide Area Network

3. SCOPE OF WORK

Learning Ecosystem at Central Bank of India

Within the complex and evolving world of banking, Central Bank of India places a profound emphasis on Learning and Development (L&D). The training initiatives at the Bank are proactive, planned, and continuous, serving as a cornerstone of organizational development. The Training Infrastructure of the Bank comprises of three Officers' Training Colleges and fifteen Centres of Learning & Development (CLDs) in addition to the e-Learning platform, Cent Swadhayay, providing both academic excellence and practical experience across various domains.

The Bank's vision for Learning and Development is to nurture a world-class banking workforce that is equipped with cutting-edge skills, profound industry knowledge, and a forward-thinking mindset. The Bank strives to create an environment where continuous learning, personal and professional growth, and operational excellence are not just encouraged but ingrained in its corporate ethos.

e-Learning

In the realm of the Bank's training initiatives, e-learning emerges as a crucial and flexible component as it offers a diverse array of courses accessible to employees at their convenience, facilitating continuous learning and development. E-learning is integral in providing tailored training experiences, encompassing interactive modules, virtual workshops, and online assessments. Furthermore, the ability to track progress and provide immediate feedback through e-learning platforms enhances the effectiveness of training initiatives.

Looking ahead, the Bank envisions a comprehensive Learning Management System (LMS) to propel its Learning and Development plans. A brief list of some of the benefits that the LMS platform is expected to provide is given below:

a) Adaptive Learning Environment
- Serve as a single source of learning for all employees
- Capture and catalog the diverse training needs of employees across the organization
- Tailor personalized learning pathways for employees based on performance metrics, roles, grades, past experiences, and more
- Dynamic content adjustment to suit learner's pace and understanding
- Real-time feedback and suggestions for improvement

b) Engagement Hooks
- Game-like features for an immersive learning experience
- Rewards and badges for achievements, boosting motivation
- Recognition on progress (leaderboard) or achievement on public forum

c) Analytics and MIS
- Comprehensive dashboards for tracking learner progress and engagement
- Detailed reports on course completion rates and time spent
- Insights into learning patterns to aid in course development in future.

- Provide the Learning and Development (L&D) teams with visibility into training program performance through advanced reports
- Provide robust mechanisms for the measurement of training efficacy, enabling continuous improvement

d) Best in class UI/UX

- Intuitive and user-friendly interface for easy navigation
- Responsive design for a seamless experience across devices
- Visually appealing layouts and themes to enhance user engagement
- Provide an enhanced learning experience leveraging advanced features

e) Interactive Course Content

- Multimedia elements like videos, animations, and simulations for an engaging learning experience
- Interactive quizzes and assessments to reinforce learning
- Collaborative tools for peer-to-peer interaction and discussion

f) Technical Performance

- High-speed, reliable platform with minimal downtime
- Seamless integration with other tools and platforms
- Regular updates and maintenance for optimal functionality
- Technical support to ensure smooth working
- Facilitate the migration of historical training data to ensure continuity and accessibility
- Transfer existing e-learning content to the new LMS platform for seamless access and management

g) Personalization

- Customizable learning environments to reflect individual preferences
- Tailored course recommendations based on learner's interests and past activities
- Option for learners to set goals and track their own progress
- Implement AI/ML-based functionalities to enhance the overall learning experience for employees

The Bank invites bids from eligible bidders to assist in the deployment of the LMS to foster a culture of continuous learning, adaptability, and skill development among its diverse workforces. The selected bidder will play a pivotal role in shaping the future of learning and development at the Bank.

The scope of this RFP is to implement and maintain the Learning Management System solution to get one stop solution for conducting learning sessions using the best features available. LMS solution should provide complete automation of the learning lifecycle. The bidder needs to consider the following high-level features and detailed functional requirements while proposing a solution.

i. The Bank prefers to have a Learning Management System hosted in Public Cloud which provides an employee centric learning environment that would create a pull factor for the employees to learn continuously. It must be accessible 24 x 7 on different types of devices

such as Smartphone, Tablet, Desktops, Laptops, etc. and must support contents such as e-learning, reports, charts/graph, webinars, slides/PPT, infographics/illustrations/GIFs, Videos, Case studies, Simulations, E-Books, Timed assessments, Surveys/Feedback, Quizzes, Certification courses, Query corner, etc. Further, it must also have Gamification and peer learning feature for better engagement of the users. The System shall also be accessible with low bandwidth consumption by all employees i.e. the system should have dynamic streaming capability. The bidder must inform upfront the minimum bandwidth requirements of the System being provided to the Bank.

ii. E-Learning should be available through the Internet and Intranet. Also, LMS should be available on devices like smart phones and tablets with the latest available Mobile/Tablet OS (Android & iOS) in the form of Mobile App.

iii. Network Bandwidth required for hosting the proposed LMS System in Public Cloud (Dedicated Cloud), needs to be shared by the bidder in response. Bidder also needs to share Deployment Model, Software Architecture diagram, Network Architecture Diagram, Schema Design, Performance Benchmark of the System, Benchmark of Data Import process of the System (Data upload/ Data Migration, if any), Product Specifications (Functionality Specification Documents, Brochures, Videos, etc.), User Manual, Operations Manual, System Administrator Manuals, Training Materials for Branch Users, Functional Administrators and Technical Administrators, Case Studies of the proposed version of the software, and the USP of the proposed System.

iv. The System should support a Large User Base of about 50000 and there should be no restriction in terms of the number of users and administrators that can be registered onto the portal. System should support 5000 concurrent users logged into the portal anytime and it should be scalable.

v. Vendor should provide Customer Success Manager for onboarding & support. It should also provide a Customer Support Team for onboarding & support.

vi. Vendor should provide Online Help Centre for support. Vendor should provide Level 2 (L2) and Level 3 (L3) support in escalation matrix after Go-Live as a part of post implementation support.

A. PLATFORM & DOMAINS

i. The system should be able to assign learning activities (single or bundle) to an entire domain.

ii. The system should have the ability to manage text throughout the website.

iii. Multi-lingual support on the platform should be available.

iv. The proposed solutions should be WCAG (WCAG 2.1 or WCAG 2.2) compliant.

v. The system may have the capability of Single-sign-on functionality with third party tools. For example, if required it can be integrated with HRMS and/or Central RISE application of the Bank.

B. USER CREATION & COURSE ENROLMENTS

i. Automatic account creation after syncing with Central RISE.

ii. The system should be capable of integrating with Bank's existing portals such as Central RISE and HRMS and sync the courses allotted in these platforms with user's profile on LMS to allow smooth user experience.

C. CUSTOMIZATION AND INTEGRATION

i. All the features in Bank's current e-Learning Application must be incorporated in the proposed System in the first production build. The vendor team shall prepare a Business Requirement Document after studying existing features and workflows present in the current system to ensure all existing features in the new System.

ii. Migration of complete data from existing solution to new solution: The data includes complete employee information, courses, video and audio libraries/files/pdf/txt/xls/xlsx/doc/docx files, reports of staff and any other information present in the system relevant to the proposed solution.

iii. Provides customization of the LMS e.g. Bank theme/Logo on the portal and other features can be made available to the users/administrators as per Bank's requirements

iv. Integration with Central RISE and HRMS.

v. The system should have integration with virtual meeting/classroom tools such as MS365, MS Team, etc.

D. E-LEARNING COURSES (SELF-PACED LEARNING COURSES) - CONTENT CREATION & MANAGEMENT

- Courses & certifications
- Learning nuggets, publications
- Discussion forums & chat groups
- Content creation & authoring tools
- Multimedia content support
- SCORM Compliant (interoperability)
- Personalized learning
- Integration – Central RISE and HRMS

i. The system should have the ability to integrate with thousands of courses from any vendor or custom content built by a client that follows Sharable Content Object Reference Model (SCORM) standards.

ii. The system should have the capability for mass registration for multiple learners to one course.

iii. The system should be able to manage course properties (duration, test required, etc.).

iv. The system should be capable of disabling a course without removing it from the LMS.

v.　The system should allow setting duration of course accessibility based on registration date (setting an expiration period).

vi.　The system should manage grade book by marking any learning object as complete or incomplete.

vii.　The system should allow setting prerequisites for courses.

viii.　The system should allow waiving a prerequisite.

ix.　The system should allow administrator and user to review, download, print a completion certificate.

x.　The system should be able to allow grouping of courses into curriculum and topic areas in the catalogue.

xi.　The system should allow to create, modify and delete learning plan templates.

xii.　The system should allow to manually assign a learning plan to learners (individually/user group/all roles).

xiii.　The system should be able to automatically assign learning plans using defined criteria (including user groups or custom user fields).

xiv.　The system should allow admin to edit a learning plan template (and auto-update for assigned users).

xv.　The system should allow admin to edit the contents of a learning plan for all users.

xvi.　The system should allow admin to edit the contents of a learning plan for specific individuals.

xvii.　The system should allow admin to set due dates for entire plan completion (i.e. certification deadline).

xviii.　The system should allow admin to update due dates for plan completion for multiple employees in mass.

xix.　The system should be able to configure learning plan completion requirements based on either number of learning objects completed (all or specified subset) or based on number of courses completed.

xx.　The system should be able to set auto-reminder email for assigned employee/administrators regarding due date for entire learning plan.

xxi.　The system should define courses which would require to be completed in a defined order.

xxii.　The system should be capable to automatically set recurrence for courses based on rules.

xxiii.　The system should be able to set auto-reminders for recurrences using rules.

xxiv.　The system should be able to assign learning activity due dates for employees.

xxv.　The system should have a built-in testing and survey creation tool.

xxvi.　The system should be able to assign tests and surveys and should have the capability of reusing the learning objects.

xxvii. The system should be able to set passing scores for tests/assessments.

xxviii. The system should be able to require passing score on test to complete the course.

xxix. The system should be able to set how many times a test can be attempted.

xxx. The system should be able to select duration of test or make it unlimited.

xxxi. The system should have admin dashboard, learner dashboard, learning hours.

xxxii. Micro Learning - Deliver training program in bite-sized pieces like nuggets, publications, Audio clips (Tab for Audio contents).

xxxiii. Content Authoring - Combine and arrange disparate media (text, video, slideshows, etc.), as well as customized assessments, into comprehensive digital training courses.

xxxiv. Analytics - With the usage of effective tools such as predictive analysis, multi-source knowledge mapping, and machine learning, it should be possible to design a package that caters to individual Learning Analytics needs.

xxxv. Develop and provide facilities like discussion board/blog sites/chat/forum/video streaming of recorded lecture within e-Learning.

xxxvi. Must support webinars, virtual classes, e-learning modules, assessments, Feedback, quizzes, etc. Also should support Gamification, collaborative and nugget learning.

xxxvii. System to have capability to create, design eLearning courses with course completion reports/dashboard (User wise).

xxxviii. Integration of e-Learning with Central RISE & HRMS.

E. CONTENT DEVELOPMENT

The system should allow the development of high-quality e-learning content for the Bank, which will be hosted on LMS to support online earning/ virtual training of employees. The content should be engaging, interactive, and tailored to meet the learning needs of the target audience, which includes Bank's Officers, Customer Service Associates, Office Assistants, Apprentices, Business Correspondents, etc.

SPECIFICATIONS:

The vendor will be responsible for creating the following types of content:

i. Course Development:

- Design and develop on an average 100 e-learning modules in a year, each consisting of 50-60 slides on various topics.

- Each module should be approximately 45-60 minutes in length.

- Content must align with the defined learning objectives and ensure learner engagement.

ii. Multimedia Creation:

- Produce videos, animations, and other multimedia elements to support learning objectives.

- Ensure high-quality audio and visual elements that enhance learning (e.g. professional voiceover, clear graphics, engaging animation).

- Integrate relevant interactive elements such as quizzes, case studies, assessments, and discussion prompts to ensure learner interaction and knowledge retention.

iii. Assessments and Evaluations:

- Develop formative and summative assessments, including quizzes, tests, and surveys, to measure learner progress.

- Ensure that assessments align with learning outcomes and are varied (e.g., multiple choice, short answer, scenario-based questions).

iv. Accessibility:

- All content must meet accessibility standards (WCAG 2.1 or 2.2) to ensure usability for all learners, including those with disabilities. This includes providing closed captions for videos, alt text for images, and ensuring compatibility with screen readers.

v. Learning Pathways:

- Structure content in a logical, easy-to-follow learning path that guides learners through the course material.

- Allow learner progress tracking and ensure content is compatible with the tracking system within the LMS.

DESIGN AND BRANDING

i. Custom Design:

- Develop content that aligns with the Bank's guidelines, ensuring that all design elements viz. colour schemes, fonts, logos are consistent with the established visual identity.

ii. User Experience:

- Content must be user-friendly and intuitive, ensuring ease of navigation for learners with varying levels of technical proficiency.

- Ensure content works seamlessly across multiple devices (desktop, laptop, tablet and smartphone).

LMS INTEGRATION

i. SCORM/xAPI Compliance:

- All developed content must be SCORM 1.2 or SCORM 2004, or xAPI compliant, allowing it to be uploaded, tracked, and assessed via the Learning Management System (LMS).

ii. Tracking and Reporting:

- The vendor should ensure that content includes tracking mechanisms that allow for reporting on learner progress, completion rates, and assessment scores.

iii. LMS Testing:

- Ensure content is fully tested in the LMS environment to confirm compatibility and functionality (e.g., navigation, tracking, completion criteria).

VENDOR RESPONSIBILITIES

i. **Content Creation:** The vendor is responsible for researching, creating, and delivering the full set of content based on the requirements and timelines outlined in the RFP.

ii. **Revisions and Updates:** The vendor will be responsible for making revisions to content based on internal feedback and ensuring content quality and accuracy.

iii. **Collaboration:** The vendor will work closely with designated internal stakeholders to ensure the content meets all requirements and aligns with stated objectives.

iv. **Post-Development:** The vendor will provide a support period after the final delivery to address any issues, bugs, or content revisions.

EVALUATION AND QUALITY ASSURANCE

i. The vendor will conduct a self-review of all content before submission for internal review to ensure it meets the quality standards.

ii. The Bank will conduct a final review and may request adjustments as needed.

CONTENT OWNERSHIP AND INTELLECTUAL PROPERTY

i. Upon completion and full payment for the project, all content, materials, and intellectual property produced will become the sole property of Central Bank of India.

ii. The vendor should not reuse or redistribute the content created without prior written approval of the Bank.

F. CATALOGUE

i. The system should be able to set/select general business rules for how users will access the catalogue and enroll in courses.

ii. The system should be able to manage terms/time frames when courses are available in the catalogue for learner enrolment.

iii. The system should be able to manage which user group has access to areas of the catalogue through catalogue access codes, courses are available with job family wise Tabs.

iv. The system should allow users a searchable course catalogue.

v. The system should allow searching of course catalogue based on filters i.e. course name, job family, etc.

G. SCOPE FOR MOBILE APPLICATION FOR LMS

- Personalized learning paths
- Social learning (community posts, chat, etc.)
- Communication, notifications, reminders
- Gamification (badges, leaderboards, quizzes)
- Multi-device & OS support
- Dashboards, MIS & reporting

i. Application for smart phone and tablets (Android, iOS, etc.): Application for mobile and tablets (android, iOS, etc.) with all prerequisite support shall be part of the existing cost only.

ii. LMS Mobile application should be Native (iOS/Android). Hybrid applications are not acceptable.

iii. Support for offline completion of course through mobile application, and then update in database when connected to Internet.

iv. The Bank will conduct security testing of the Mobile App (iOS & Android) quarterly/ monthly as per regulatory requirements, and the bidder must address any observation raised during testing.

v. Maintenance of both the Mobile App (iOS & Android) is the responsibility of the successful bidder.

vi. The bidder should handle the launch of the Mobile application (iOS & Android) in App Store/ Play Store.

vii. The successful bidder must provide maintenance of the Mobile Application, including updates and bug fixes, from the date of successful deployment.

viii. Seamless integration with the Web-based Application in real-time is essential for the Mobile App.

ix. Network-level security should be implemented, and traffic should be encrypted using secure connectivity protocols.

x. Mobile App should be OWASP Top 10 compliant. Any future vulnerabilities found in the mobile app (both iOS & Android) should be taken care of by the bidder.

xi. OTP based authentication from Email & SMS should be available.

xii. The integration of Bank's SMS & Email gateway with Mobile App is the responsibility of the bidder.

xiii. Forgot Password functionality should be available in Mobile App (both iOS & Android).

H. USER EXPERIENCE & REPORTING/MIS

USER EXPERIENCE

i. User Interface

- Ability to modify/ customize the user interface

- The system should be intuitive and have built in wizards to guide administrators on difficult tasks.

- Social Learning - Forums, Chats, Discussion, FAQ, etc.

- Supports customization of Dashboard

- Supports the option for offline or disconnected learning with dedicated Mobile App

ii. Features to Learners

- LMS should track the performance of the user to maintain a Leader board. It should also allocate badges to the user based on overall progress.

- LMS should be able to integrate with the Central RISE to include rewards from e-learning.

- E-Learning shall be available through Internet and Intranet and be integrated with Bank's Central RISE and HRMS applications. Also, it should be available on devices like smart phones and tablets with the latest available Mobile/ tablet OS in the form of Mobile App.

- The system should have the ability to toggle between role types while remaining logged in.

- The system should have the ability to view dashboard data as a Learner.

- The system should have the ability to update/adjust/create learning plans.

- The system should have the ability to filter views of learning plans.

- The learner should be able to view/ print certificate post course completion.

iii. Communication & Collaboration

- LMS provides collaborative tools or virtual spaces for learner interaction (Discussion forums, blogs, chat, wikis, etc.)

iv. Blended Learning: Use of Online courses, videos, documents

- Automated reminder notices via email/SMS

- Manage event communications by enabling or disabling recipients easily through user interface

- Edit and manage content of notification message

- Ability to turn on or off notification events

- Online access to course materials (e.g. supplemental material)

- Ability to send emails to users' email addresses listed in their profile

- Ability to send emails to selected users

- Should have e-learning dashboard, employee-wise, scale-wise data on completion of course, Certification course data, completion details, etc.

- Should have Skill profiler data, Skill test completion data, etc.

REPORTS

i. **Report Generation:** Summary as well as detailed records of learners' progress, course completions, assessment completions, test marks, etc. are available. Further reports can be customized as per requirement.

ii. **Admin Dashboard:** Admin should be able to apply filters before fetching reports, can edit and modify users and courses with the least effort.

- Real-time reporting

- Report generation with time range of completed courses, course wise/user wise

- Report generation on demand through the LMS interface

- Web-based reporting interface with results appearing in application workspace

- Report can be printed from application workspace without having to export

- Standard "out-of-the-box" reports

- Option to use filters for reports instead of having to create a new report

- Custom reporting capabilities.

- Ability to export report data

- Report formats (browser view, .xls, .csv, .doc, etc.)

- Dashboard reporting and analytics

- Report as individual business units, learning audiences, or direct reports

- Report is filterable by user-groups

- Custom user fields are used in any report with user profile data

- Sort a report by fields (i.e. alphabetically or chronologically)

- Ability to drill down to question level to evaluate test questions (item analysis)

- Pull reports for subordinates (but access is governed/flexible)

- Ability to build a new report and share with other users

- Review / print a certificate (employee accessible)

- Skill Tracking - Skill tracking of learners

- Creation of Local Admin for report generation (specific reports)

I. TRAINING FOR LMS

Following training shall be arranged by the Vendor as part of implementation of the project:

i. Complete and comprehensive training of LMS integrated with Central RISE and HRMS platforms, including software maintenance and Database maintenance for a Core team at Mumbai. However, the charges for travelling, lodging, boarding of trainer will be borne by the Bidder.

ii. Training in Content Management System for a team of 10 Officers.

iii. Training in Web portal design modifications, changes, etc., and web content management, etc. for a team of 5 Officers.

iv. The Training shall be for at least one week.

v. The training infrastructure like PCs, classroom & LAN environment shall be provided by the Bank at the location. The Vendor shall arrange for all other requirements viz. course material, study material, manuals, etc. to conduct the training.

vi. They should also Impart training to core team of the Bank on usage of software/tools for developing course curricula, question bank and its usage, development & usage of multi-media content, setting up, conduct and evaluation of various tests, examinations, online assessments, etc.

J. TECHNOLOGY AND SECURITY

i. LMS database should not be open source.

ii. System must follow the industry's best practices for IT security for similar systems. These best practices should be in-line with the IT practices followed at the Bank.

iii. To protect the confidentiality and integrity of information, the System must not allow the transfer of sensitive information.

iv. The System should protect the information stored from Unauthorized access such as other cloud service customers or administrators.

v. The LMS should be compliant to all provisions of the Information Technology Act of the Govt. of India along with all its amendments released from time to time and be in conformity with the guidelines issued by the Bank and other applicable laws with latest amendments at the time of delivery.

vi. LMS and its contents must be accessible via secure port and protocols only.

vii. Additional level of authentication such as adaptive authentication, strong CAPTCHA (preferably with anti-bot features) with server-side validations, etc.

viii. System should not permit concurrent logins by same user.

ix. System must have support for a password expiry facility based on predefined period. The facility for setting this feature and for defining the time period must be available for administrator in his/her menu, provision for integration with Employee Login (Active Directory).

x. System must store the passwords (if any) only in encrypted form in the database.

xi. System must support inactive time logout. Each login session (created after every successful login) will expire if there is no user activity/action within a pre-defined idle timeout limit. The facility for defining this time period must be available with the administrator.

xii. System must have the facility to allow a user to change his/her own password. However, Administrator must be given the facility to activate/de-activate this feature in his/her menu.

xiii. Support following operations in user management – Creation, modification, Disable/Enable (Temp suspension), Lock/Unlock (wrong password), Reset password.

xiv. Bank will conduct VAPT and Audit of the application and bidder is supposed to rectify all the observations.

xv. Standard Operating Procedure (SOP) for all modules in the System needs to be provided (both functional and technical).

K. INTEGRATION

i. Integration with existing applications like Central RISE, HRMS and other existing internal tools. Implement Single sign on. Also, support sending back the data to the existing bank tools (Two-way integration).

ii. Bilingual interface in English and Hindi. LMS should also be compliant with the latest Visually Impaired Guidelines.

iii. Integration with third party tools i.e. Teams, Zoom, Webex, etc. for conducting virtual instructor led training. Licenses will be provided by the Bank.

iv. Integration with SMTP and SMS gateways of the Bank.

v. LMS should have the facility for automatic and customizable E-mail notifications.

vi. Facility in LMS for setting the feature of sending auto reminders via E-mail.

vii. Facility for sending communication to learner via E-mail on launch of new courses, registration, deadline, etc.

viii. Provision for ability to send customized mail to all employees.

ix. LMS should be available 24x7 with an uptime of 99.50%. The planned down time needs to be communicated to the Bank in advance.

L. CLOUD HOSTING

i. LMS should be hosted on any MeitY empanelled cloud (Dedicated Cloud) to support

minimum 40000 users with 5000 concurrencies, confirming to the statutory/legal requirements of the Bank from time to time.

ii. The bidder is required to provide a minimum of 3 separate cloud environments i.e. Production, Disaster Recovery and UAT. The bidder is expected to replicate the production environment in the DR.

iii. Bank needs dedicated cloud; shared clouds are not acceptable.

iv. The deployment in the cloud should have a Business Continuity Plan and should have uptime of 99.95%.

v. The bidders must include the cost of cloud including LMS installation, maintenance, backup, storage in the commercial bid.

vi. The bidder should mention the bandwidth required between Cloud DC/DR and Bank's DC/DR, and also provide the methodology for computing the same.

vii. Bidder has to provide and manage entire infrastructure during the contract duration.

viii. Provisioning of streaming services considering around 100 GB of video-based courses and 100 GB SCORM courses.

ix. Managed Database Services: Setting up, installation, configuration, management, up gradation and migration of Database Servers.

x. Deploy agent-based monitoring for Cloud infrastructure monitoring and track system usage and usage reports

xi. Security features like PCI – DSS, Data Encryption, Third Party Authentication Support, etc. as per the requirements of Bank

xii. Cloud service provider should be certified with the latest industry standards like ISO 27001/ ISO 27017/ ISO 27018.

xiii. Any other activity associated with operations and management of Cloud Management Portal

xiv. Encryption of sensitive data and proper data access control

xv. LMS should have responsive UI/UX

xvi. System should have the ability to support all standard web browsers like MS Internet Explorer, Edge, Google Chrome, Mozilla, Opera, etc., and Operating Systems like MS Windows, Mac, etc.

xvii. The cloud infrastructure should be located and operating in India only and data localization be ensured.

xviii. The data back-up should be scheduled at regular frequency and needs to be maintained by bidder for the contract period

xix. Option for disconnected learning and handheld devices should be available.

xx. Bank shall provide the SSL certificate and will be responsible for the renewal of the SSL during the entire contract period.

M. QUALIFICATION & EXPERIENCE OF PERSONNEL DEPUTED FOR ONSITE SUPPORT

i. The product installation and maintenance shall be done by trained & experienced personnel, having current knowledge of the proposed solution, Operating Systems, Networking, Firewall, IPS, and Information Security awareness of the proposed dedicated public cloud.

ii. The Vendor support person / engineer deputed to the Bank is liable to be interviewed by the Bank's Technical Team at its IT Department in Mumbai for ascertaining his/her suitability and only upon the clearance from the Bank's Technical Team, he/she will be permitted to work.

iii. Among the required dedicated support resources, the Resource shall be with the below mentioned Academic Qualifications and Operational Experience.

Should have minimum BE / B Tech / MCA Degree or Equivalent with minimum 3 years of relevant experience in similar solutions as proposed in this RFP.

(OR)

Should have minimum Degree in Computer Science / IT / similar technology related stream or Equivalent with minimum 5 years of relevant experience in similar solutions as proposed in this RFP.

iv. The support resources shall be having a Degree in Computer Science, E&C, IT, similar technology related stream or Equivalent (OR) BE, B Tech, MCA Degree or Equivalent with minimum 1 year post qualification experience in IT, ITES, IT Support areas.

v. All resources deputed to the Bank for the support of the proposed solution, irrespective of the above-mentioned qualifications should be having or should obtain Certification from the respective solution OEM as appropriate to the scope of the project within 3 months of deputing to the Bank.

vi. Any later substitution, replacement of resources, is to be done in compliance to these minimum requisites. These are the minimum qualifications and experience stipulated by the Bank. However, the Vendor may depute Support engineer, personnel with his/her qualifications, experience.

The detailed scope of work including functional and technical requirements is given in **Appendix C** and **Appendix E** of this document.

4. ELIGIBILITY AND TECHNICAL CRITERIA

i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix B** & **Appendix R** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

a. If any Bidder submits a Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered as bid submitted on behalf of multiple OEMs.

b. Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid. However, both cannot Bid simultaneously.

ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix N** duly signed by the Bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered. Integrity Pact in physical form should be submitted along with EMD on or before the closing date to the RFP Coordinator.

5. COST OF BID DOCUMENT

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. CLARIFICATIONS AND AMENDMENTS ON RFP/PRE-BID MEETING

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix M** by e-mail within the date/time mentioned in the "IMPORTANT DATES AND INFORMATION" section.

ii. A pre-Bid meeting will be held in person or online on the date and time specified in the "IMPORTANT DATES AND INFORMATION" section which may be attended by the authorized representatives of the Bidders interested in responding to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website.

iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the "IMPORTANT DATES AND INFORMATION" section and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. The Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore, will not be entertained.

vi. Queries received after the scheduled date and time will not be responded/acted upon.

7. CONTENTS OF BID DOCUMENT

i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in the Bid document may lead to non-consideration of the proposal.

8. EARNEST MONEY DEPOSIT (EMD)

i. The Bidder shall furnish EMD for the amount and validity period as mentioned in this RFP.

ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

iii. The EMD should be either a DD favoring Central Bank of India, payable at Mumbai or as Electronic remittance to the below-mentioned account at any time prior to Bid Submission time:
Account Number: 3025637279
Account Name: Sir SPBT College
IFSC Code: CBIN0281621

EMD can also be in the form of Bank Guarantee (as prescribed in **Appendix O**) issued in favour of Central Bank of India by any scheduled commercial bank in India other than Central Bank of India. In case, Central Bank of India is the sole banker of the Bidder, a Letter of Comfort from the Bank would be acceptable.

Proof of remittance or copy of the instrument (DD/BG) should be uploaded on the GeM portal at the time of final online bid submission along with the technical bid. Original EMD Bank Guarantee/DD should be delivered through registered post/courier or in person to the Bank at the address specified in "IMPORTANT DATES AND INFORMATION" section on or before the closing date.

iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.

v. The EMD of the unsuccessful Bidder(s) would be returned by the Bank within 30 days of the Bidder being notified as being unsuccessful.

vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be on the lines of the format placed in **Appendix H**.

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:

   (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

   (b) if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or

   (c) if the successful Bidder fails to accept the Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

ix. If EMD is forfeited for any reasons mentioned above, the Bidder may be debarred from participating in the RFPs floated in future, at the sole discretion of the Bank.

9. BID PREPARATION AND SUBMISSION

i. The Bid is to be submitted separately for Technical and Commercial/Price on GeM portal for providing of Learning Management System in response to the RFP No. GEM/2025/B/6049906 dated 12/03/2025.

Documents mentioned below are to be uploaded on the GeM portal:

   (a) Index of all the documents, letters, bid forms, etc. submitted in response to RFP along with page numbers.

   (b) Bid covering letter/Bid form on the lines of **Appendix A** on Bidder's letter head.

   (c) Proof of EMD as specified in this document. In case EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in Clause No. 10 "DEADLINE FOR SUBMISSION OF BIDS" sub-clause (ii).

   (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix B** and technical eligibility criteria on the lines of **Appendix R**

   (e) Bidder's details as per **Appendix D** on Bidder's letter head.

   (f) Audited financial statement and profit and loss account statement as mentioned in **Appendix B**.

   (g) A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

   A scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 10 "DEADLINE FOR SUBMISSION OF BIDS" sub-clause (ii).

If applicable, copy of Registration Certificate issued by competent authority as mentioned in SRN 2 of Eligibility Criteria under **Appendix B**.

ii. **Price Bid for procurement of Learning Management System in response to the RFP No. GEM/2025/B/6049906 dated 12/03/2025** should contain only Price Bid strictly on the lines of **Appendix F.** The Price must include all the price components mentioned. Prices are to be quoted in <u>Indian Rupees</u> only.

iii. Bidders may please note:

(a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.

(b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.

(c) Care should be taken that the Technical Bid shall not contain any price information. Violation, if noticed, will result in rejection of technical bid.

(d) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

(e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.

(f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

(g) The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid.

(h) The Bidder must provide specific and factual replies to the points raised in the RFP.

(i) The Bid shall be typed and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

(j) All the enclosures (Bid submission) shall be serially numbered.

(k) Bidder(s) should prepare and submit their online Bids well in advance, before the prescribed date and time to avoid any problem during the bid submission process. The Bank shall not be held responsible for any delay, or the difficulties faced by the Bidder(s) during the submission of online Bids.

(l) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

(m) The Bank reserves the right to reject any or all Bids as it deems fit.

10. DEADLINE FOR SUBMISSION OF BIDS

i. Bids must be submitted online on the GeM portal by the date and time mentioned in the "IMPORTANT DATES AND INFORMATION" section.

ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee as prescribed in **Appendix O** or DD and Pre-Contract Integrity Pact as prescribed in **Appendix N** and seal it in an envelope and mark the envelope as "Technical Bid". The envelope shall clearly bear the name of the project and name and address of the Bidder. The last date for bid submission should be indicated on the top right-hand corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in "IMPORTANT DATES AND INFORMATION" section, failing which Bid will be treated as non-responsive.

iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

iv. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.

v. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

11. MODIFICATION AND WITHDRAWAL OF BIDS

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on GeM portal, prior to the deadline prescribed for submission of Bids.

ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

12. PERIOD OF BID VALIDITY

i. The Bid shall remain valid for 9 calendar months from Bid submission date.

ii. 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, in such a case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

iii. Once Purchase Order or Letter of Intent is issued by the Bank, the price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

13. BID INTEGRITY

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

14. BIDDING PROCESS/OPENING OF TECHNICAL BIDS

i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the "IMPORTANT DATES AND INFORMATION" section. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend it. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

ii. In the first stage, only technical Bids will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agreeing to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids that comply with technical criteria shall become eligible for price Bid opening and further RFP evaluation process.

iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion, waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the RFP in toto, without any deviation.

v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi. After opening of the technical Bids and preliminary evaluation, the eligible & responsive Bidders will be asked to make presentations on the Software Solution/service proposed to be offered by them.

vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by making correction of non-conformity.

15. TECHNICAL EVALUATION

i. Technical evaluation will include technical information submitted as per technical Bid format, presentation to the Evaluation Committee, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents

to the Bank, the capability of the Software Solution/Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services are in use.

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished in **Appendix R**. The minimum technical score for qualification for commercial bid opening will be 60 out of 100 or 60% of the marks for applicable parameters. The Bank reserves the right to lower the cut-off marks, if felt necessary, at its sole discretion.

ii. During evaluation and comparison of Bids, the Bank may, at its discretion, ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or the substance of the Bid shall be sought, offered or permitted. No clarification sought by the Bidder shall be entertained after bid submission date.

16. EVALUATION OF PRICE BIDS AND FINALIZATION

i. The price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

ii. After the opening of Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 70:30 basis (70% Weightage to Technical and 30% Weightage to Commercial).

iii. Successful bidder would be selected based on **Techno Commercial Evaluation** as defined below.

The Price Bid of only those Bidders, who are short-listed after technical evaluation, would be opened. Bids will be evaluated as per Combined Quality Cum Cost Based System (QCBS). In this techno-commercial evaluation, the Technical evaluation will have 70% weightage and Commercial bid shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder.

The Score will be calculated for all eligible and technically qualified Bidders based on the following formula:

S = (T/T High x 70) + (C Low/C x 30)

Where:
S	=	Score of the Bidder
T	=	Technical score of the Bidder
T High	=	Highest Technical score among the Bidders
C	=	Quote as provided by the Bidder in Price Bid
C Low	=	Lowest Quote of C among the Bidders

The Bidder obtaining the highest total combined score in evaluation of technical and commercial bids will be ranked TC1 followed by bidder securing lesser marks as TC2, TC3, etc. The Bidder securing highest combined marks and ranked TC1 shall be declared as the Successful bidder and

be eligible for award of contract. In case of a tie between two or more bidders for the highest total combined score, then the bidder with highest technical score amongst them shall be the successful bidder.

iv. Errors, if any, in the price breakup format will be rectified in this manner:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and/or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

17. CONTACTING THE BANK

i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of the price Bid to the time the Contract is awarded.

ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

18. AWARD CRITERIA AND AWARD OF CONTRACT

i. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP. As the evaluation of successful bidder is on the basis of TC1, margin of purchase preference to Class-I local supplier shall not be applicable under this RFP.

(a) **For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:**

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all

customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier.

"Class-II local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier'. Class-II local supplier shall not get any purchase preference under this RFP.

"Non-local supplier" means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

"Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

ii. Verification of local content:

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be.

iii. Bank will notify successful Bidder (TC1) in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

iv. The successful Bidder will have to submit Non-disclosure Agreement as per Appendix L and Performance Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix H of this RFP together with acceptance of all terms and conditions of RFP.

v. Copy of board resolution and power of attorney (POA) wherever applicable showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be made part of the final Contract.

ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or invocation of BG.

x. Upon notification of award to the successful Bidder, the Bank will notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

19. POWERS TO VARY OR OMIT WORK

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify the Bank thereof in writing with reasons for holding such opinion and the Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the selected Bidder proceeds with the change.

20. WAIVER OF RIGHTS

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed

by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

21. CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

22. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

23. BANK GUARANTEE

i. Performance security in the form of Bank Guarantee (BG) for the amount of 5% of price bid quoted in **Appendix F** with validity period as specified in this RFP on the format at **Appendix H** is to be submitted by the selected Bidder. The BG has to be issued by a Scheduled Commercial Bank other than Central Bank of India and needs to be submitted within the specified time after receipt of formal communication from the Bank about their Bid being accepted. In case, Central Bank of India is the sole Banker for the Bidder, a Letter of Comfort from the Bank may be accepted.

ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect of successful implementation of the project, or performance of the material or services sold, or breach of any of the terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

24. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING

Service Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which must be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests, etc. The Bank's staff/third Party vendor designated by the Bank will carry out the functional testing. This staff/third party vendor will need necessary on-site training for the purpose which should be provided by Service Provider. Service Provider should carry out other testing like resilience/benchmarking/load, etc. Service Provider should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority on the line of **Appendix I**.

25. SERVICES

i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.

ii. The Bidder should also submit, as part of technical Bid, an overview of Project Management approach of the proposed product.

iii. Bidder should ensure that key personnel with relevant skill sets are available to the Bank.

iv. Bidder should ensure that the quality of methodologies for delivering the services adhere to quality standards/timelines stipulated therefor.

v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, through training and documentation.

vi. Bidder shall provide and implement patches/upgrades/updates for hardware/ software/ Operating System/ Middleware, etc. as and when released by Service Provider/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/version changes.

vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware, etc. in case the Bank chooses not to upgrade to latest version.

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

ix. All product updates, upgrades & patches shall be provided by the Bidder/Service Provider free of cost during the contract period.

x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.

xi. The Bidder shall keep the Bank explicitly informed of the end of support dates on related products/hardware/firmware and should ensure support during the contract period.

26. WARRANTY AND ANNUAL MAINTENANCE CONTRACT

i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of Work in this RFP from the date of acceptance of the Software Solution by the Bank.

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating

to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the site(s) in connection with the repair/replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at Central Bank of India, Sir SPBT College, Mumbai or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

iv. Warranty/AMC (if opted) for the system software/off-the-shelf software will be provided to the Bank as per the general conditions of sale of such software.

v. Support (Warranty/AMC, if opted) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design, workmanship, etc. during the specified support period.

vi. In the event of system break down or failure at any stage, protection available, which would include the following, shall be specified.
   (a)   Diagnostics for identification of systems failures
   (b)   Protection of data/ Configuration
   (c)   Recovery/ restart facility
   (d)   Backup of system software/ Configuration

vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (first and last weeks of each month) and at the time of switching over from primary site to disaster recovery site and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

27. PENALTIES

Penalties shall be applicable as mentioned in **Appendix J** of this RFP.

28. RIGHT TO VERIFICATION

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

29. INSPECTION AND TESTING

i. The Bank reserves the right to demand a demonstration of the product on a representative model.

ii. The Bank reserves the right to inspect, test the product/solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/solution having previously been inspected, tested and passed by the Bank or its representative.

iii. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.

iv. System integration testing and User Acceptance testing will be carried out as per the requirement of the Bank.

30. RIGHT TO AUDIT

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/external Auditors appointed by the Bank/Inspecting Official from the Reserve Bank of India or any Regulatory Authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his/their outsourced agents/sub-contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice of not less than 7 (seven) days to Service Provider before such audit and the audit shall be conducted during normal business hours.

ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve them at the earliest and shall provide all necessary documents

related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority. The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup).

iv. Service provider shall grant unrestricted and effective access to (a) data related to the outsourced activities; (b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

31. SUBCONTRACTING

Sub-contracting is not permitted.

32. VALIDITY OF AGREEMENT

The Agreement/SLA will be valid for a period of 5 years and 6 months. The Bank reserves the right to terminate the Agreement as per the terms of RFP/Agreement without assigning any reasons whatsoever.

The agreement may be extended with mutual consent of the parties, for 12 months at a time and on maximum three occasions, on the same terms and conditions including commercials.

33. LIMITATION OF LIABILITY

i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

ii. Under no circumstance shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

iii. The limitations set forth herein shall not apply with respect to:

(a) Claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;

(b) Damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider,

(c) Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of the Service Provider.

For the purpose of abovementioned sub-clause (iii)(b) **"Gross Negligence"** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of the Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

34. CONFIDENTIALITY

Confidentiality obligation shall be as per Non-Disclosure Agreement and following Clauses:

i. "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copyright or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants' reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked 'confidential' shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

ii. All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.

iii. All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.

iv. Each party agrees that it will not disclose any Confidential Information received from the other to any third party under any circumstance without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order

of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of banks and the Bank-per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with laws, legal process or order of a government authority.

v. Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust.

vi. Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

vii. The non-disclosure obligations herein contained shall not be applicable under the following circumstances:

(a) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.

(b) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.

(c) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(d) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(e) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

viii. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

ix. Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

x. Any document received from the Bank shall remain the property of the Bank and shall be returned

(in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

xi. Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copy shall be retained by Service provider without the Bank's written consent.

xii. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Confidentiality clause shall survive the term of Service Level Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

The Bank reserves its right to recall all the Bank's materials including Confidential Information, if stored in Service Provider's system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of the Bank.

35. DELAY IN SERVICE PROVIDER'S PERFORMANCE

i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in various Appendices of this RFP.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

36. SERVICE PROVIDER'S OBLIGATIONS

i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank

from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix L** of this RFP.

vi. Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India in/with a public cloud.

vii. Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.

viii. Service Provider agrees that it shall communicate to the Bank well in advance along with detailed plan of action, if any change in Service Provider's environment/ infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.

ix. Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by the Bank.

x. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/leakage immediately but not later than one hour of detection.

xi. Service Provider shall abide by the provisions of the DPDP Act, 2023 – 11th August 2023; CG-DL-E-12082023-248045 as and when the Act and the relevant rules and guidelines come into force.

xii. Service Provider shall ensure confidentiality, integrity and availability of the Bank's information at all times and shall comply with regard to the followings:

(a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.

(b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.

(c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.

(d) Physical and Environmental Security: Service Provider shall provide sufficient guidance

for its employees with respect to physical and environmental security.

(e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.

(f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.

(g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.

(h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.

(i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.

(j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed and managed regularly, to the satisfaction of the Bank.

(k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.

(l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking, etc.) are requested, tested and approved prior to installation or implementation.

37. TECHNICAL DOCUMENTATION

i. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/Computer Based Tests, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures, etc.

ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in a timely manner.

38. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

i. For any technology/Software solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license for the outsourced services or third-party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.

ii. Without Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology/Software/products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

iv. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the

Bank in writing that use of the update would have avoided the claim.

vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code/ object code/ executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

39. LIQUIDATED DAMAGES

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

40. CONFLICT OF INTEREST

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes

of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

41. CODE OF INTEGRITY AND DEBARMENT/BANNING

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under code of integrity to Suo-motu proactively declare any conflict of interest (pre-existing or as soon as these arises at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) **"corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **"Obstructive practice"** means acts that materially impede the Bank's or Government agencies' investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):
Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);

- Repeated non-performance or performance below specified standards (including after sales services and maintenance services, etc.);

- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empanelled vendors are:

- Without prejudice to the rights of the Bank under Clause 41 "CODE OF INTEGRITY AND DEBARMENT/BANNING" sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practice during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;

- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empanelled;

- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or

- Banning by Ministry/Department or any other Government agency;

- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;

- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

42. TERMINATION FOR DEFAULT

i. The Bank may, without prejudice to any other remedy for breach of Agreement, with written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
   (a) If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
   (b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
   (c) Violations of any of the terms and conditions stipulated in the RFP;
   (d) On happening of any termination event mentioned in the RFP/Agreement.

   Prior to providing a written notice of termination to Service Provider under abovementioned sub clause (i) (a) to (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

v. The Bank's right to terminate the Contract will be in addition to the penalties/liquidated damages and other actions as specified in this RFP.

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices for the contracted period or by invocation of Bank Guarantee.

43. FORCE MAJEURE

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.

iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

44. TERMINATION FOR INSOLVENCY

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

45. TERMINATION FOR CONVENIENCE

i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.

ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

46. DISPUTES/ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY)

i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (Central Bank of India or Service Provider), may give written notice to the other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act, 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts in Mumbai.

ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

iii. Arbitration proceeding shall be held in Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

47. GOVERNING LANGUAGE

The governing language shall be English.

48. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts in Mumbai.

49. TAXES AND DUTIES

i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

ii. Prices quoted should be inclusive of GST. All other present and future tax /duties, if any, applicable and also cost of incidental services such as transportation, road permits, insurance, etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies should be specified in a separate sheet **(Appendix F).**

iii. Custom duty, as also cost of incidental services such as transportation, road permits, insurance, etc. in connection with delivery of products at site including any incidental services and commissioning, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for it. Only specified taxes/levies and duties in **Appendix F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/levies and duties in **Appendix F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central/State Government taxes, levies, duties or any tax/ duties imposed by local bodies/authorities, which are not specified by the Bidder in **Appendix F**.

iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty, etc.

v. Income/Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
   (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
   (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the government's Goods and Services Tax network portal, the failure to pay applicable GST to the Government or due to non- furnishing or

furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

(c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

vii. All expenses, stamp duty and other charges/expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

50. TAX DEDUCTION AT SOURCE

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

iii. Bank will deduct TDS at applicable rate while making payment under GST Act, 2017 and Income Tax Act, 1961.

51. EXEMPTION OF EMD

Micro & Small Enterprises (MSE) and Start-ups are exempted from payment of EMD provided the products and/or services offered are manufactured/rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the exemption.

Bidders may please note:

i. NSIC certificate/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate should cover

the items tendered to get EMD exemption. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should submit the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

iii. Bidder who solely on its own, fulfils each eligibility criteria/ condition as per the RFP and who is having MSE or Start-up company status, can claim exemption for EMD.

iv. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no query will be entertained on that score.

52. NOTICES

Any notice given by one party to the other pursuant to the Contract shall be sent to other party in email, writing, or by Fax and confirmed in writing to the other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Part II: APPENDIX INDEX

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J	OTHER TERMS & PENALTIES
K	POST IMPLEMENTATION INCIDENT MANAGEMENT SLA
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Appendix - A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date:

To
General Manager-L&D
Central Bank of India,
Sir SPBT College, JVPD Scheme,
Vile Parle (West), Mumbai – 400056

Dear Sir,

Tender Ref: GEM/2025/B/6049906

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ revisions, if any, furnished by the Bank and we offer to supply, install, test, commission and support the desired Software Solution detailed in this RFP. We do declare having read and understood; and we do unconditionally accept the terms and conditions given in the RFP, and we shall abide by them in letter and spirit.

While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is attached to this letter.

- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.

- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

- The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

- We have quoted for all the products/services mentioned in this RFP in our price Bid.

- The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

 i. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

 ii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or

indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iii. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

iv. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.

v. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.

vi. We agree to abide by all the RFP terms and conditions; and the rates quoted for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.

vii. Till execution of a formal contract, the RFP along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

viii. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

ix. We hereby certify that our name does not appear in any "Caution" list of RBI/IBA or any other regulatory body for outsourcing activity.

x. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

xi. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support centre and level 3 escalation (highest) located in India.

xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

xiii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate is attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

xiv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

xv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this .... day of …………….2025

_____

(Signature)

_____

(Name)

_____

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

_____

(Name of the Company)

Seal of the Company

Appendix - B

BIDDER'S ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

SRN	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP/ Partnership firm registered under applicable Act in India (Consortium is not allowed)		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in **Appendix A** in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average turnover of minimum Rs. 10 crore during last 03 (three) Financial Years i.e. FY 2021-22, FY 2022-23 and FY 2023-24.		Copy of the audited financial statement for required financial years and/or Certificate from statutory auditor for the preceding 3 years should be submitted.
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in Point 3 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor.
5	Bidder should have experience of minimum 5 years in providing learning platform (LMS) services.		Copy of the work order and/or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
6.	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per **Appendix G**.
7.	Bidder should have executed similar projects for at least 2 (two) Banks in India with user base of minimum 20,000 users between FY 2018-19 to date.		Copy of work order and Completion / Installation/Go-Live certificate
8.	Certification Requirements: ISO/IEC 27001 and SOC 2		Copy of the Valid Certificate(s) to be provided

9.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any, are to be given on Company's letter head.
10.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in **Appendix A** in this regard.
11.	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support centre and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support centres remain applicable.		Bidder should specifically certify in **Appendix A** in this regard.
12	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in **Appendix A** in this regard.
13	Bidder should ensure data centre, disaster recovery centre, high availability zones across data centres are located in India only.		Self-declaration on the company letter head.
14	Bidder should have a MeitY certified data centre.		Copy of certificate to be provided.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Eligibility criteria mentioned as SRN 3, 4, 5 and 7 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the following:

i. Start-up company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

ii. Bidder who solely on its own, fulfils each eligibility criteria/ condition as per the RFP and who is having Start-up company status, can claim exemption for eligibility criteria mentioned as SRN 3, 4, 5 and 7 in table above.

iii. If these conditions are not fulfilled and/or supporting documents are not submitted with the technical Bid, then the Bids will be summarily rejected, and no query on it will be entertained subsequently.

Name & Signature of authorized signatory

Seal of Company

Appendix - C

LEARNING PLATFORM REQUIREMENTS

1. List of Mandatory Functional and Technical Requirements

The application proposed by the bidder **must mandatorily have the functionalities given in Table A at go-live**. In the event of failure to comply with the stipulated requirements, penalty shall be imposed in accordance with the conditions set forth in **Appendix J** of this RFP.

The Bidder is required to submit its response in the table provided below with the following guidelines:

- If the functionality is "Available as part of the existing offering on both Web and Mobile", bidder shall reply as "Yes", and otherwise as "No" in Column 5

- In case the response to column 5 is "No", bidder needs to reply to "Shall be customized within the implementation timeline for both Web and Mobile" as "Yes" in Column 6

- Thus, in order to ensure that the bidder has the mandatory functionalities as given in Table A, one of the responses in Column 5 or 6 must be "Yes"

Each requirement in Table A will be evaluated, and the bidder will receive a score based on the following criteria, **provided satisfactory proof is submitted by the bidder**. The scoring logic is described below:

Requirement available as part of the existing offering on both Web and Mobile (Yes/No)	If not available, is it feasible to customize within the implementation timeline on both Web and Mobile	Max. Score for requirement
Yes	-	1.00
No	Yes	0.25

The Functionality Score for all eligible and technically qualified Bidders will be calculated based on the following formula:

F (calculated) = { F (bidder) / F (high) } x 30

Where:

F (calculated) = Functionality Score of the Bidder
F (bidder)   = Score of the Bidder for functional requirement availability
F (high)   = Highest Score for functional requirement availability amongst the Bidders

The F (calculated) shall be used in the **Appendix R** of this RFP.

Table A

(1)	(2)	(3)	(4)	(5)	(6)
Process Name	Requirement No. #	Requirement	Type of Requirement (Functional/ Technical)	Available as part of the existing offering on both Web and Mobile (Yes/ No)	If No, Shall be customized within the implementation timeline for both Web and Mobile
User Experience Management	1.01	Home page should include a running notification bar to show key training-related alerts including but not limited to new/ upcoming training programs, quizzes/ surveys launched, contests/ case studies launched, etc.	Functional		
User Experience Management	1.02	System should have the ability to support screen reading functionality such as JAWS (Job Access with Speech) for PWDs (people with disability)	Functional		
User Experience Management	1.03	Home Page should have a 'Help' feature to guide users on various functionalities of the learning platform	Functional		
User Experience Management	1.04	System should have the ability to support multi-lingual interface with English and Hindi mandatory	Functional		
User Experience Management	1.05	Home page should be customizable in the arrangement of features, tiles, etc. and based on the user profile selected	Functional		
User Experience Management	1.06	Platform should be customizable in accordance with the	Functional		

		Bank's branding guidelines including colours, font size and style, logos, graphics, etc.			
User Experience Management	1.07	System should provide the ability to save learner progress while accessing e- learning courses and allow learners to resume learning from where they left	Functional		
Login and Password Management	2.01	System should provide the ability for both learners and admin to set/change password in alignment with the Bank's pre-defined password guidelines	Functional		
Login and Password Management	2.02	System should have session timeout, password expiry functionality configured and managed as per the Bank's policy. Users should receive a prompt to continue or extend their session to avoid re-login.	Functional		
Login and Password Management	2.03	System should have the ability to provide single-sign-on/active directory (AD) for the Bank employees using their Employee ID with an option for multifactor authentication.	Functional		
Calendar Management	3.01	System should have the ability to allow faculty/ L&D admin to create and publish a training calendar by type of training centre, location, etc.	Functional		

Calendar Management	3.02	System should allow learners to view training calendars by type of training centre, location, etc. to which they are mapped	Functional		
Training Nomination	4.01	System should provide the ability for leaners to self-nominate for training programs they are eligible for	Functional		
Training Nomination	4.02	System should provide the ability for managers/ L&D admins to nominate learners for training programs they are eligible for.	Functional		
Training Nomination	4.03	System should have the ability to provide a list of learners eligible for a training program based on pre-defined criteria e.g. role, minimum tenure, no. of programs attended in an FY, etc. to ease the nomination process	Functional		
Training Nomination	4.04	System should provide the ability for L&D admins to approve/decline nominations received for training programs	Functional		
Training Nomination	4.05	System should provide the ability for managers to approve/decline nominations received from learners and/or L&D admins	Functional		
Training Nomination	4.06	System should provide the ability for learners and admins to send reminders to learner's reporting manager to approve program nomination	Functional		

Training Nomination	4.07	System should have the ability to prompt/ notify learners in case they have already completed a training program and attempt to self-nominate again	Functional		
Training Nomination	4.08	System should be able to prevent duplicate enrolments in training programs by notifying admins and/or managers when nominating a participant who has already completed the program	Functional		
Content Management	5.01	System should provide the ability to host, access, score, and track the following delivery methods, including but not limited to: · E-learning (SCORM) · Video-based learning · Micro-learning nuggets ·ILT/VILT/Webinars · Podcasts · E-books · Social Learning/E-discussion Groups/ Chat · Online Assessments/ Quizzes · Surveys · AR/VR · Electronic documents such as PDF (case studies, research material, publications, books), iPDFs, articles, Microsoft Office documents etc.	Functional		

Content Management	5.02	System should provide the ability to track time spent on all content types (for e.g. e-learnings, videos, PDFs, webinars, etc.) before marking the completion status	Functional		
Content Management	5.03	System should provide the ability to track the version history for all content types including the date the content was last edited	Functional		
Content Management	5.04	System should have an integrated content and media server with no limit on data upload	Functional		
Content Management	5.05	System must have a built-in SCORM player so that a preview of content packages is possible in a real-life Environment	Functional		
Content Management	5.06	System should provide the ability to host, deliver, and track content compliant with SCORM 1.2 and above and xAPI	Functional		
Content Management	5.07	System should provide the ability to copy-disabled content (not allow screenshots) on the mobile app to prevent its unauthorized use	Functional		
Content Management	5.08	For mobile application, the system should only allow in-app download	Functional		
Content Management	5.09	The system should offer users the capability to access learning content Offline and synchronize their learning progress with the platform when they	Functional		

		are online			
Content Management/ User Experience Management	6.01	System should provide the ability to rate all learning content types (for e.g. ILT, VILT, e-learning, videos, PDFs, etc.) post completion including numeric rating, star rating, etc.	Functional		
Content Management/ User Experience Management	6.02	System should provide the ability for learners to view percentage completions or number of completions/ views on specific courses (e.g. 10% of your peers have completed a specific course, 10k views, 25k completions)	Functional		
Content Management/ User Experience Management	6.03	System should provide the ability to view a consolidated rating as well as comments given by other users on all learning content types (for e.g. ILT, VILT, e-learning, videos, PDFs, etc.)	Functional		
Content Management/ User Experience Management	6.04	System should provide the ability to add comments on all learning content types (for e.g. ILT, VILT, e-learning, videos, PDFs, etc.)	Functional		
Program Management	7.01	System should have a built-in skills taxonomy for linking skills to job roles and learning content	Functional		
Program Management	7.02	System should have the ability to configure a customized skills taxonomy for linking skills to job roles and learning content	Functional		

Program Management	7.03	System should have the ability to create an ILT that extends beyond a single day. *(Please note: Each program/ILT may extend over multiple days, with several sessions conducted each day. These sessions may be conducted by different faculty members)*	Functional		
Program Management	7.04	System should provide the ability to include the following fields (non-exhaustive) while creating learning across all content types (as applicable): title/ topic, owner, training centre, location, training room name and number, competency/skill, KRA, role eligibility, start date, end/expiry date, duration, program coordinator/owner, faculty mapping, mapping of Bank mandated principles, no. of slots/seats available for ILT and VILT, training type (internal, external training, etc.), cost of program, mandatory vs non-mandatory, etc.	Functional		

Program Management	7.05	System should provide ability for admin to sequence an ILT and VILT into pre-reads, pre-assessment, series of sessions per day, post-assessment, post-program reads and post-program webinar with an option for tagging mandatory v/s non-mandatory	Functional		
Program Management	7.06	System should have the ability to map an overall coordinator(s) for the ILT and different faculty for each session within the ILT	Functional		
Program Management	7.07	System should have the ability to duplicate an instance of learning path/ILT and VILT to avoid re-entering information, with flexibility to edit content in certain fields (e.g. date, time, etc.)	Functional		
Program Management	7.08	When creating an ILT or VILT system should provide admin with the ability to allocate seats to certain locations	Functional		
Program Management	7.09	System should have the ability to auto-notify faculty/admin once the seats for an ILT or VILT is filled	Functional		
Program Management	7.10	System should provide ability to allow learners to register for webinar on 'first come first serve' basis and close registrations once seats are filled	Functional		

Program Management	7.11	System should have the ability to send system-driven customized reminders / notifications through email/SMS/in-app notifications for learners including but not limited: • notification on upload/launch of new ILT/ VILT/ e-learnings • reminders on upcoming programs scheduled/ nominated for • reminders to complete mandatory trainings	Functional		
Program Management	7.12	System should have the ability to notify learner & manager when a learner is assigned an ILT/VILT with required session details, date, time, location, duration, etc.	Functional		
Program Management	7.13	System should have the ability to send calendar invite (sync with outlook) to learner for assigned / nominated ILT/VILT with details including but not limited to session dates, topic, location, duration, etc.	Functional		
Program Management	7.14	System should have the ability to capture feedback at a program (ILT/ Classroom Training) level and session level	Functional		
Program Management	7.15	System should provide the ability to launch quizzes/ survey /polls during an ILT session to the attendees	Functional		

Program Management	7.16	System should have the ability to allow admins to define the completion timeline for mandatory programs assigned to learners *(e.g. newly joined probationary officers should complete 50 e-learning courses within 24 months of their joining)*	Functional		
Program Management	7.17	System should provide the ability for admins to configure/customize the completion certificate on the learning platform	Functional		
Program Management	7.18	System should have the ability to provide learners with a list of external training programs available and allow them to self-nominate based on eligibility defined	Functional		
Program Management	7.19	System should have the ability to exempt learners from mandatory trainings (all types) by obtaining data from HRMS/ Central RISE or marking exemption through the learning platform	Functional		
Program Management	7.20	System should provide ability for admins to create and assign learning content and learning path (ILT, VILT, e- learning) based on a single or combination of multiple criteria such as departments, functions, job families, job roles, location, career level,	Functional		

		competencies/ skills, Training centre mapping etc.			
Program Management	7.21	System should have the ability to auto-retire courses and revoke learner access post end/expiry date	Functional		
Program Management	7.22	System should have the ability to auto-notify owner of a course/ program/ e-learning on the expiry date a pre-defined no. of days before it expires	Functional		
Program Management	7.23	System should have the ability to create a database of questions (MCQ, true or false, fill in the blanks, etc.) by topics	Functional		
Program Management	7.24	System should have a maker checker configuration to approve the question bank created per topic	Functional		
Program Management	7.25	System should provide the ability to search question bank by topic name, question bank ID, keywords, etc.	Functional		
Program Management	7.26	System should allow L&D admin/ faculty the ability to create an assessment by searching and Selecting questions across question banks	Functional		

Browse/ Search Management	8.01	System should enable search functionality for learners to search all learning content types by a single or combination of criteria including but not limited to: - program / course name - role - eligibility - training institute - zone/location - domain/ topic - competencies/skills - assigned course - duration - type of content (ILT/VILT/e-learning etc.) - nomination - keywords	Functional		
Browse/ Search Management	8.02	System should enable search functionality for admin to search for learners and other users as required by a single or combination of criteria including but not limited to employee ID, first name, last name, role, user profiles, etc.	Functional		
Browse/ Search Management	8.03	System should enable search functionality for managers to search/filter direct reports by a single or combination of criteria including but not limited to employee ID, first name, last name, role etc.	Functional		
Browse/ Search Management	8.04	System should enable search functionality for faculty to search for trainings they are appended/assigned to	Functional		

Gamified Learning Experience	9.01	System should have the ability to create a section on the platform for learner & faculty recognition including but not limited to photo, name, designation, location, leaderboard score, etc.	Functional		
Gamified Learning Experience	9.02	System should have the ability to allow learners to earn points/ badges based on pre-determined milestones such as number of completions, timeline for completion, etc.	Functional		
Gamified Learning Experience	9.03	System should provide users the ability to filter a leaderboard by content type e.g. for e-learnings, VILT, ILT, etc.	Functional		
Gamified Learning Experience	9.04	System should provide users the ability to apply filters to leaderboard including but not limited to type of training institute, Zone, Region, job role, etc.	Functional		
Social Learning	10.01	System should provide a discussion forum for all users to facilitate collaborative learning through posts and comments	Functional		
Social Learning	10.02	System should provide the ability for users to recommend courses to other users through discussion boards.	Functional		

Report Management	11.01	System should provide the ability for learners to access a learning dashboard with features including but not limited to list of learning content assigned, progress/ status of learning, upcoming training scheduled, etc.	Functional		
Report Management	11.02	System should provide the ability for all users to subscribe to periodic reports based on their user profile	Functional		
Report Management	11.03	System should provide the ability to filter aggregated data by multiple learner-specific or organizational criteria including but not limited to employee ID, departments, functions, job families, job roles, scale/career level, competencies, training institute type, location, program name/topic, etc.	Functional		
Report Management	11.04	System should provide the ability to schedule the generation of reports based on timelines defined by the Bank including weekly, monthly, quarterly, and annually	Functional		
Report Management	11.05	System should have the ability to analyze data and provide insights with visual representation (analytics capabilities)	Functional		

Report Management	11.06	System should provide the ability to download reports in formats including but not limited to excel, plain text, CSV, PDF, RCN, TCH, etc.	Functional		
Report Management	11.07	System should provide the ability to assign access to customized reports/ dashboards based on the security profile of users	Functional		
Report Management	11.08	System should provide the ability to report consolidated feedback data for learners	Functional		
Report Management	11.09	System should provide the ability to access learner's learning history based on type of access granted	Functional		
Report Management	11.10	System should have the ability to generate report on learning costs by training centres	Functional		
Report Management	11.11	System should have the ability to consolidate learner data to provide list of learners who have not completed any Course/Programme in specified duration (e.g. Last FY), list of learners with less than defined hours of learning completed (e.g. learners with less than 1 hour of learning), list of learners with assignment/quiz scores less than defined threshold (e.g. learners who have scored less than 4hr for OA, 8hr for	Functional		

		CSA and 12hr for Officers)			
Report Management	11.12	System should provide the ability to generate reports for training centres including data such as no.of training programs completed – monthly, quarterly, annually, no. of employees/learners trained by job role, scale/level, etc. classroom capacity utilization etc.	Functional		
Report Management	11.13	System should be able to track, consolidate and report learning content data including but not limited to no. of views/ downloads, consolidated reviews/ ratings, highest vs lowest views/ratings, etc.	Functional		
Report Management	11.14	System should have the ability to track, consolidate and report data for internal & external training (e.g., AMP, LDP)	Functional		
Report Management	11.15	System should have the ability to generate reports on the no. of training hours completed by learner for all learning content types in a month, quarter, annually for internal and external training	Functional		

Report Management	11.16	System should have the ability to create reports for mandatory trainings including data such as program name/topic, unique no. of employees trained, total staff trained in a particular quarter, year, etc.	Functional		
Report Management	11.17	System should have the ability to generate individual employee-wise learning reports on entering employee ID, with learning details including but not limited to list of mandatory/optional learning content/ assessments and status including not started/in progress/completed, learning history, etc.	Functional		
Report Management	11.18	System should have report builder functionality for custom report creation	Functional		
Report Management	11.19	System should provide the ability to set up customized reports/ dashboards to track progress of learning across all content types and users (internal and external)	Functional		
Report Management	11.20	System should have the ability to generate comparative reports (e.g. Comparison of Q1 to Q2 completion in a given FY)	Functional		
Tracking Attendance and Completion	12.01	System should provide the ability to mark attendance on webinar based on pre-defined criteria such as no. of hours spent in the webinar	Functional		

Tracking Attendance and Completion	12.02	System should provide the ability for learner to upload certificate post completion of any external program with checker functionality *(e.g., reporting manager or L&D team to validate and approve the certification uploaded)*	Functional		
Tracking Attendance and Completion	12.03	System should have the ability to capture attendance for in-person programs (ILT) using system-driven mechanisms such as QR code and also have the ability for admin/ faculty to authenticate attendance marked by the learner	Functional		
Tracking Attendance and Completion	12.04	System should provide the ability for learner to view/download/print the completion certificate	Functional		
Tracking Attendance and Completion	12.05	System should provide the ability to track mandatory training/ Course completion across all learning modalities and assign a score/credit hour to participants based on progress/completion and other pre-defined criteria. Score/credit hour should flow back to the HRMS and Central RISE.	Functional		
Learning Ecosystem Management	13.01	System should have the ability to support up to 5 layers of customized approval workflows	Functional		
Learning Ecosystem Management	13.02	System should have the ability to create and maintain database of training centre and	Functional		

		faculty (both internal and external) information			
Administrative Support	14.01	Ability for a ticketing system to log all queries (L1 and above) on a single platform. L1 issues will be managed by the Bank admin team and L2 and above issues are to be handled by the service provider.	Technical		
General	15.01	System should have the ability to support all standard web browsers like Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Mozilla, Safari, Firefox, Opera, etc.	Technical		
General	15.02	System should have the ability to support multiple operating systems like Microsoft Windows 10 and above, Mac OSX, Snow Leopard and above, etc. on the web version and Android and iOS on the mobile version	Technical		
General	15.03	System should provide multi-device and multi-channel access (desktop/ tablet/ mobile) for all users on web as well as on mobile app with screen responsiveness for adaptability according to screen dimension	Technical		
General	15.04	System should have the ability to restrict concurrent login by the same user on multiple devices i.e., restrict access to single device	Technical		

		at a time			
General	15.05	System should have cloud-based storage and administration of content. Streaming capacity should not be a constraint	Technical		
General	15.06	System should have the ability to auto-adjust the resolution of videos based on internet & intranet bandwidth of the user (in-app video download, with ability to decide download quality)	Technical		
General	15.07	System should have the ability to migrate existing Bank data including content and learner history from existing platform(s)	Technical		
General	15.08	System should have the ability to create/edit/manage a minimum of 25 security profiles in the system (with differing access rights) including but not limited to learner, manager, manager of manager, faculty, training centre head, L&D, maker, checker, admin, super admin etc. based on the level of access rights (create/ edit/ view/ delete/ assign learning and reports) required.	Technical		

General	15.09	System should have the ability to accurately map each user according to their position in the current org structure in their respective geographies for defining access right to learnings across content types	Technical		
General	15.10	System should have the ability for the super admin to perform all activities across all other user profiles including the ability to create/edit/manage/delete/assign user profiles	Technical		
General	15.11	System should allow admin profiles to complete user registrations individually or through the export or import of user data (e.g. Bulk upload of user data through .csv file)	Technical		
Integration	16.01	System should have the ability to integrate with HRMS & Central RISE on a real time basis	Technical		
Integration	16.02	System should have the ability to integrate with external APIs such as MOOCs	Technical		
Integration	16.03	System should have the ability to curate courses from the integrated MOOCs and allow admins to assign such courses to learners based on a pre- defined criteria such as role, tenure, etc. (i.e. learners cannot see the entire catalogue of a MOOC. They can only	Technical		

		see courses they are allowed to enroll for/ complete)			
Integration	16.04	System should have the ability to integrate with APIs such as Outlook, MS Teams, Zoom, WebEx, etc. to be provided by Bank. Bidders to share details of the standard integrations included in the product.	Technical		
Integration	16.05	System should have the ability to support data flow from HRMS & Central RISE to the learning platform and vice-versa	Technical		
Integration	16.06	System should have the ability to track KRA and KPI information from PMS (Central RISE) and recommend learning courses appropriately.	Technical		
Scalability	17.01	System should have the ability to support min 30000 operating and administrative staff and 20000 other staff of Central Bank of India *(Please note these numbers do not indicate commitment of minimum licenses)*	Technical		
Scalability	17.02	System should support at least 10% concurrent users at a time with no application performance issues *(Please note: Bidders are required to submit a load test report for 5k+ concurrent users at the time of technical bid submission)*	Technical		

Content Development	18.01	Ability to develop on an average 100 high-quality e-learning modules in a year, each consisting of 50-60 slides	Functional		
Content Development	18.02	Ability to produce videos, animations, and other multimedia elements to support learning objectives	Functional		
Content Development	18.03	Ability to integrate relevant interactive elements such as quizzes, case studies, assessments, and discussion prompts to ensure learner interaction and knowledge retention	Functional		
Content Development	18.04	Ability to develop SCORM 1.2 or SCORM 2004, or xAPI compliant e-learning content, allowing it to be uploaded, tracked, and assessed via LMS	Functional		

Below is an indicative non-exhaustive list of user profiles and their corresponding access rights, to provide the bidder with an understanding of the expectations from the LMS.

Ability for Learner User Profile to:
Note: This is a non-exhaustive list

- Search/view relevant learning paths/curriculum and learning content
- Download relevant learning content
- Self-nominate/self-enroll for relevant learning programs/content
- Access and complete learning programs/content assigned and rate them post completion
- Confirm attendance for in person learning programs (e.g., QR code scanning)
- Complete/submit feedback, assessments, assignments
- Participate in discussion forums and chat with peers, faculty, mentors, and other learners
- Submit quizzes, assignments and assessments
- Receive appropriate notifications

- Receive certificates/badges and upload certificates received from having completed external trainings
- View grades/feedback received from managers/faculty, view leaderboard, learning history, learner dashboards for tracking learning progress

Ability for the Manager User Profile to:
Note: This is a non-exhaustive list

- Assign learning content to subordinates
- Approve/decline self-nominations received
- View learning history and learning progress of subordinates
- Approve certificates uploaded by the subordinates
- Complete feedback on subordinates

Ability for the Faculty User Profile to:
Note: This is a non-exhaustive list

- Create/ edit/ delete/ upload/ launch/ deploy learning programs/ courses across all content types
- Create/edit/delete/upload/publish learning calendar and schedule learning programs/courses across all content types
- Manage learning cohorts/batches
- Assign learning content to specific learners
- Validate attendance of learners for in-person learning programs based on nominations and confirmation from learners
- Review/ grade assignments/ submissions/ assessments from learners
- Provide feedback to learners through a feedback form
- Launch discussion forums for specific learners (closed groups)
- View feedback received from learners
- View learning history and learning progress of learners
- Create/view/ download reports

Ability for the Admin to:
Note: This is a non-exhaustive list

- Create/modify/delete user profiles including assigning roles and managing permissions
- Create/ edit/ delete/ upload/ launch/ deploy learning programs/courses across all content types
- Enroll learners for learning programs across all content types and modify enrolment as required
- Manage standard system configurations (e.g., configuration of notification, reports, etc.)
- Create/view/download reports implement and manage security measures (e.g., user authentication, access rights, etc.)

2. List of Additional Functional and Technical Requirements (Non-mandatory)

Table B:

The Bidder is required to submit their responses in the excel sheet provided.

Process Name	Requirement No.	Requirement	Type of requirement	Available as part of the existing offering in both Web & Mobile (Yes/No)	If not available, is it feasible to customize within the implementation timeline in both Web & Mobile (Yes/No)
User Experience Management	I.A	System should have the ability to support multi- lingual interface with minimum 3 Indian languages other than Hindi	Functional		
User Experience Management	I.B	System should provide users ability to set a default language preference	Functional		
User Experience Management	I.C	System should provide the ability to generate scorecards based on completed trainings, assessments and other defined metrics.	Functional		
Calendar Management	II	System should allow approval workflow for calendar to ensure calendar is approved before it is launched to learners	Functional		
Training Nomination	III	The system should prompt the user if they attempt to register for multiple trainings scheduled at the same time.	Functional		

Content Management	IV.A	System should provide the ability to support content creation and modification - including content authoring/editing and ability to make updates to the content without impacting learner experience	Functional		
Content Management	IV.B	System should provide the ability for admin to regulate/ restrict download of learning content	Functional		
Content Management	IV.C	System should provide the ability for learners to enable or disable subtitles and transcripts	Functional		
Content Management	IV.D	System should have the ability to enable or disable fast-forwarding and/or skipping video / slide in e-learning content	Functional		
Content Management	IV.E	System should provide functionality to prevent unauthorized copying of learning content such as disabling right-click and/or watermarking	Functional		
Content Management /User Experience Management	V	System should provide learners the ability to bookmark learning across all learning content types	Functional		
Program Management	VI	System should provide learners the ability to create their own learning paths based on the eligibility of learning and track progress	Functional		
Social Learning	VII.A	System should have the ability to allow admins to assign mentors to individual	Functional		

		learner or learner groups			
Social Learning	VII.B	System should provide mentors and mentees the ability to share feedback based on pre-defined parameters	Functional		
Social Learning	VII.C	System should provide mentors and mentee the ability to set up meetings, chat, share courses, etc. through the platform	Functional		
Social Learning	VII.D	System should provide chat feature for users to chat with other users 24/7 including notification on receiving messages	Functional		
Report Management	VIII	System should provide the ability to generate reports on gamification related to leaderboard points, badges, etc.	Functional		
Learning Ecosystem Management	IX.A	System should have the ability to provide library management features, including but not limited to, catalogue management, inventory tracking, issuing resources, search functionality, etc.	Functional		
Learning Ecosystem Management	IX.B	System should have the ability to support remote proctoring features	Functional		
Learning Ecosystem Management	IX.C	System should have the ability to provide hostel management features, including but not limited to tracking occupancy, room booking, room allocation, etc.	Functional		
General	X.A	System should provide auto-rotation on the mobile application	Technical		
General	X.B	System should have the ability to provide SIM binding feature for mobile application	Technical		

General	X.C	System should have the ability to provide the learner the option to select download quality for applicable content types	Technical		
General	X.D	Provide manager dashboards to track team progress and custom dashboards for tracking metrics across various levels. Include in-app nudges for user notifications and actions. Enable home screen customization with logos, messages, and plugin placement for each team. Offer plugin setup for features and sharing, and branding configuration for colours, typography, icons, and logos. Enable seamless integration with HRMS, Central RISE and Bank's other systems for real-time synchronization.	Functional		
AI Roleplay Practice & Coaching	XI	The system should support audio-video roleplay recording, playback, and multi-language features, including regional languages. It should provide AI-driven feedback, real-time roleplay interaction, and dashboards for both reviewers and managers to monitor performance and training progress. Users should be able to create customizable scenarios, integrate with LMS platforms, and utilize recording and replay features for self-assessment. Additionally, the solution should offer roleplay analytics for managers and have a user-friendly interface	Functional		

		for ease of use.			
Ready Reckoners - Just in time Learning	XII	Organize products into categories based on customer personas or groups. Highlight product USPs using contextual content like videos, brochures, and short pitches (3-sec, 30-sec, 3-min). Provide dynamic comparison tools for competitor analysis and objection-handling resources with FAQs. Streamline process SOPs, including T&Cs and document requirements, into shareable lists. Facilitate sharing with tools to convert ready reckoners into posters and dynamic message templates for posters, videos, and PDFs via WhatsApp or email.	Functional		
Customer Corner - Communication Module	XIII	Organize presentations into categories for customer personas. Enable personalized presentations, posters, and videos tailored to customer or seller needs. Facilitate sharing through WhatsApp and standardized templates for posters, videos, and PDFs.	Functional		
Content Creation Services	XIV	Offer content creation for learning journeys, training videos, quizzes, marketing materials, product pitches, ready reckoners, and presentations to enhance customer communication and employee development. Deliver content in multiple languages, including Hindi, English, and regional languages, for diverse audiences. A dedicated team of content writers,	Functional		

		designers, video editors, and project managers ensures the creation of seller-focused learning and sales materials.			

3. Other Requirements

Table C

The bidder shall be required to comply with the following requirements:

i) Set up and maintenance of development/UAT, production and DR sites of the LMS.

Site	Instances	Size
Development/UAT	Web App DB	25% of production
Production	Web App DB	
DR	Web App DB	Replica of production

ii) The system should have undergone system testing, integration testing, regression testing, load testing, performance testing and user acceptance testing before go live.

4. Cloud Requirements

The bidder must comply with the below mandatory requirements.

SRN	Nature of Requirement	Compliance as per Appendix Q
**Table D-1: Cloud Requirements**		
1	Deployment Model Specific Requirements	
2	General Requirements	
3	Service Management Requirements	
4	User/Admin Portal Requirements	
5	LAN / WAN Requirements	
6	Disaster Recovery & Business Continuity Requirements	
7	Security Requirements	
8	Management Reporting Requirements	
9	Exit Management/Transition Requirements	
10	Managed Services Requirements	

The above compliance must be maintained by selected bidder on an on-going basis and conformation as per the Bank's format shall be provided to the Bank periodically/on demand.

The bidder will comply with the full-fledged guidelines & standards as and when such guidelines/standards are published by the Bank before go-live. The bidder shall comply with the changes to guidelines & standards published by the Bank from time to time during the period of contract.

Name & Signature of Authorized Signatory

Seal of Company

Appendix - D

BIDDER DETAILS

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and/or commencement of business	
3.	Certificate of Incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company PAN	
7.	Company GST Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9	Details for EMD Refund: a) Account No. b) Name of Account Holder c) Name of Bank d) IFSC Code	

Name & Signature of Authorized Signatory

Seal of Company

Appendix - E

SCOPE OF WORK AND PAYMENT SCHEDULE

SRN	Particulars	Requirements/Remarks
1	Description of Product/ Services	Description of the scope is enumerated here below. However, the Bank at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.
		i) The Bank envisions deploying a comprehensive Learning Management System (LMS) to propel its Learning and Development plans.
		ii) Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of learning management that is not explicitly mentioned in this RFP may not be deemed as excluded, and it would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.
		iii) The Bidder will be required to fix any vulnerability that is found to be inherent in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.
		iv) The bidder is required to note the following points:
		• The bidder has to size the Solution covering hardware, software & services to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank.
		• The bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Bank assumes no responsibility for assumptions made by the bidder. In the event of the proposed solution failing to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the bidder will have to upgrade, modify or replace the solution at no additional cost to the Bank.
		• The bidder has to ensure the arithmetical accuracy of the

		technical and commercial bids. The Bank will not be responsible for any error in the bid submitted by the bidder.
		Assumptions, • The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license-related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder. • Further if the selected Bidder has missed out providing any required licenses/artefact/resource requirements etc. to the Bank, then the Bank will not bear any additional amount for procurement of such licenses/artefact/provision of resources at a later date. Selected Bidder is required to consider the Technical Support of the Solution and related application software for the period of contract from day one.
2	Description of Deliverables	i) Bidder shall meet the LMS requirements on Web and Mobile app as outlined in **Appendix C** of this RFP. ii) The system should have undergone system testing, integration testing, regression testing, load testing, performance testing and user acceptance testing before go live. iii) The bidder will also be required to submit the following list of documentation: • Project plan, technical design document and product specifications • LMS Configuration Workbooks • Product manual including software media and license materials • Integration Specification Document • Data Migration Strategy & Implementation Plan • Testing Strategy • System Validation Test Scenarios • System Validation Test Scripts • System Integration Test Scenarios • System Integration Test Scripts • Test tracking Log • Training Strategy and Material • Deployment Plan • LMS Governance Policies • Standard Operating Procedures (SOPs) • Any other document requested by the Bank
3	Third-Party Components	*Not Applicable*

4	Term of the Project – Project Schedule; Milestones and delivery locations	The Bank envisions the implementation of an LMS within the timeframe given below. If the project timeline is not met due to specific circumstances, the Bank may extend the timeline with mutual understanding between the bidder and the Bank.

Project Activities (indicative)	Duration for Activity
Vendor onboarding and project planning	70 calendar days post acceptance of Purchase Order
LMS requirements finalization	
Platform configuration (including integrations, data migration) and unit testing	
• Testing and platform approval by the Bank: • *Note: Testing stages including system integration testing, UAT and security testing to be conducted by the Bank. Vendor to make system updates within 5 working days of receiving feedback at each testing iteration/stage* • Create SOPs • Create training material	90 calendar days post platform configuration and unit testing
Pilot the new LMS in select geographies / Functions	20 calendar days post testing approval by the Bank
Monitor performance and resolve technical Issues	
Apply necessary updates	
Training for the Bank Personnel (Admin Knowledge Transfer)	
Scaling platform for org-wide go-live	
Organisation-wide LMS go-live	**Launch day**
Hypercare (monitoring performance)	60 days post go-live
Post implementation support (L1, L2 and above)	5 years post go-live

5	Warranty Term	The selected bidder shall provide complete application warranty for the entire term for contract.
6	Annual Maintenance (AMC) Term	N.A.

| 7 | Integration/Migration Requirements with existing systems | A. <u>Interface & Integration Requirements:</u>

All integration requisites with the Bank's existing system are shared comprehensively in **Appendix C.** The bidder shall assume responsibility for ensuring the fulfilment of all specified requirements.

i) The selected Bidder has to customize, implement, rollout and maintain the interfaces.

ii) The Bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned in requirements.

iii) The Bank expects that the integration/interface architecture is based around industry best practices.

iv) The selected Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed solution to the existing systems of the Bank for all functionalities as mentioned in this RFP and third-party systems as specified by the Bank. The integration architecture should be clearly defined. The integration architecture should include the types of interfaces supported, the standards used and should comply with the enterprise architecture of the Bank.

v) The Bidder will present to the Bank the interface requirements for review. Any suggestions from the Bank will have to be included by the Bidder.

vi) The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.

vii) The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.

viii) The Bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times. The Bidder will be responsible for setting up the test environment for interface testing.

ix) The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.

B. <u>Migration:</u>

i) The selected bidder will be responsible for formulating the "Data Migration Strategy" and process documents.

ii) Selected bidder will take not more than Thirty (30) calender days from date of release of purchase order to prepare the "Data Migration Strategy" and process documents.

iii) The selected bidder has to provide the Data Extraction tool. If |

		required, the tool will be customized by selected bidder to meet the Bank specific migration requirements.
		 iv) Selected bidder will need to understand the file structure of the existing application. Selected bidder will have to provide facility in the tool to generate data files in the structure as required for upload to its Solution.
		 v) Bank will review and sign–off the Data Migration Strategy and process documents.
		 vi) All comments and suggestions of the Bank must be incorporated in the Data Migration Strategy and process documents before obtaining sign–off.
		 vii) Bidders are required to note the following:
		 • The Bank currently manages a learning platform, requiring the migration of both learning content and transactional data in its entirety
		 • The database of the system encompasses various specifications, including but not limited to the following:
		    – Web Server
		    – Application server
		    – DB Server
		 • The total volume of data, comprising both, content and transactional records, is estimated at 200 GB.
		 • Transactional data, encompassing learner history, past, current, and future enrolments, completions, attendance records, etc., spanning the last 10 years, needs to be migrated.
		 • Data formats to be migrated include, but are not limited to, SCORM 1.2, plain text, .xlx, .xlsx, .doc, .docx, .pdf, .txt, .ppt, .pptx, HTML, .mov, .mp3, .mp4, .MAV, .jpeg, .jpg, .png, .mpeg

8	Help Desk Requirements	i) The bidder's post-implementation support team resources are expected to be deployed for 6 days a week and an estimated 9 hours a day as per the working calendar of the Bank. The Bank reserves the right to request resources to work beyond these parameters as needed under exigency. ii) Bidder shall provide a highly skilled support team onsite, for the management of post implementation incident SLAs.
9	MIS Report Generation requirement	Bidder is required to meet report generation requirements as outlined in **Appendix C**.
10	Performance Requirements	i) The combined up-time of the hardware and software should provide a continuous and guaranteed level of service and functionality. The bidder undertakes and guarantees a system Up-Time of 99.50% during the period of the contract. ii) Increased application traffic during peak hours should not lead to slowness of application.
11	Scalability Requirements	i) The bidder to ensure the proposed application should be scalable as per Bank's future requirement ii) Considering the growth projection, the bidder has to provide hardware sizing for the next 5 years.

		iii)	The Bidder should ensure that there is head room of 30% in terms of vertical scalability and horizontal scalability in the proposed Storage.
12	Regulatory/Compliance Requirements	i)	The solution should be implemented as per industry best practices in accordance with the requirements outlined in the RFP.
		ii)	It should comply with India specific data security and access regulations and/or certifications.
		iii)	Bidder shall comply with Data Governance policies and standards of the Bank including data retention.
13	Security Requirements		The Bidder shall comply with Bank's IT and IS policies, procedures, guidelines applicable from time to time detailed in **Appendix P and Appendix Q.**
14	Limited Trial/Pilot Requirements		Bidder to complete the pilot as per the timelines mentioned in Point No. 4 of **Appendix E**.
15	Review and Testing; Acceptance	i)	The bidder shall carry out thorough System Integration Testing (SIT) to confirm if the integrations with existing systems are working properly.
		ii)	The bidder shall set up environments required for System Integration Testing and UAT.
		iii)	The bidder shall maintain proper documents for all the tasks/actions done during the migration.
		iv)	The bidder is required to resolve any issue encountered during SIT.
		v)	System integration testing will be followed by user acceptance testing, a plan for which must be submitted by the bidder to the Bank. The UAT includes Functional tests, Load tests, Security Assessment, VA&PT, Application Deployment Architecture, etc.
		vi)	The bidder shall fix all the issues encountered during UAT for all the instances in the scope.
		vii)	The bidder shall test all the existing reports and business transactional flow with the proposed application. The bidder is also required to assist the Bank team with UAT testing for all instances in the scope.
		viii)	The system will be considered accepted only after the User acceptance test is completed as per the agreed plan and is duly signed/certified by the Bank.
		ix)	The final acceptance of the LMS will be based on the UAT sign off, moving the same into pilot and successful go-live.

16	Backup system/ POC/ test & training system/ DR system	A. <u>Backup and Archiving</u> The final selected bidder to provide the automated backup and data archiving facility/tools as per the backup and data retention policy of the Bank. The bidder should ensure that primary and fallback sites will be kept synchronized with current data. B. <u>Disaster Recovery & Business Continuity Plan</u> i) Selected bidder shall prepare the Disaster Recovery & Business continuity plan as per Bank's format and submit. ii) Primary site (PR) and Disaster Recovery site (DR) should be in different seismic zones in India. iii) The selected bidder is required to configure and maintain DR for the complete application. iv) The bidder is required to replicate all the configurations and data changes to DR. v) The bidder shall ensure that the switch over and switch back between Production and DR should be automated and ensure Recovery Time Objective (RTO) of 60 minutes and Recovery Point Objective (RPO) of 15 minutes are achieved. vi) Selected bidder shall provide real time dashboard to monitor DR sync status.
17	Training	The selected bidder will be required to train the Bank's admin team on product usage, SOPs, use of ticketing portal and all other critical elements relating to the LMS.
18	Payment Schedule	i) The Bank's standard payment terms are applicable. No advance will be paid against the Purchase order. ii) The expected timeline to complete implementation/Go-Live of all functionalities of the LMS are mentioned in this RFP. The terms of payment will be as follows:

Table A: Implementation Phase

Key Milestone	Percentage of one-time implementation cost
On completion of process workshops and finalization of LMS requirements	10%
On completion of UAT	15%
On completion of training for Bank admin, knowledge transfer, and SOP creation	15%
On completion of data migration and successful data migration audit from the Bank	20%
On org-wide go-live	20%
60 calendar days post go-live date *(with the fulfilment of mandatory requirements outlined in Appendix C-Table A)*	20%
Total	**100%**

Table B: Post-implementation phase
(Applicable from the day of go-live till end of 5-year contract)

Type	Payment milestone
License cost	Employee License (for Officers, Employees, Apprentices, Correspondents of Central Bank of India): Quarterly payment at the end of the quarter **Note:** Minimum guaranteed licenses for each year shall be determined at the time of contracting. Additional licenses will be paid at the end of each year. The Bidder is required to adjust all the licenses of exited users for new user enrolments.
Support cost	Quarterly payment for post-implementation support team based on man-day cost (invoice to be raised at the end of each quarter)
Bespoke development cost	50% of the payment on the identification of the scope of development and the balance 50% after 30 days of rollout of new development to end-users.

Appendix - F

PRICE BID

The Price Bid needs to contain the information listed herein and needs to be submitted on the GeM portal. The total bid price value will be determined by summing the total cost provided in Tables A, B, C and D.

SRN	Type of Cost	Cost in INR
1.	Recurring License Cost	Total Cost of Table A =
2.	One-time Implementation Cost	Total Cost of Table B =
3.	Post-implementation Support Cost	Total Cost of Table C =
4.	Content Development Cost	Total Cost of Table D =
	Total Price Bid Value **(Total Cost of Ownership)**	**(in figures)** **(in words)**

Table A - Recurring License Cost (in INR)					
SRN	Item	Quantity	Unit Cost Per License/Yr	Total Cost Per Year (incl. GST)	Total Cost For 5 Years (incl. GST)
1	Employee Licenses* (for employees) User subscription/licenses inclusive of desktop/web and mobile application for 40000 licenses Note: The unit cost of licenses shall remain unchanged for a variation of up to 25% higher or lower than 40000	40000 per year			
Table A Total Cost:					

*Definitions of Licenses:

Employee license (for employees):

- License allotted to one pre-defined end-user; this follows a one-license-one-user approach.
- Data for the users will be provided from Central RISE or HRMS or excel sheet.
- Licenses of exited users will be transferable to other users (e.g. New recruits);
- The data of exited user have to be retained.

SRN	Item	Type of Cost	Total Cost (incl. GST)
Table B: One-time Implementation Cost (in INR)			
1	Learning platform setup (desktop/web and mobile application) implementation cost including the following: - Process workshops - Custom branding and white labelling - Configuration as per requirements detailed in Appendix C – Table A - Data migration - Integration with Central RISE & HRMS - Pilot Testing - Project management - Training (for Bank's admin team) - Process SOPs and governance creation - Knowledge transfer	Lumpsum	
Table B Total Cost:			

SRN	Item	Type of Cost (per year)	Unit Cost per Man Day	Total Cost (incl. GST) per year	Total Cost for 5 Years (incl. GST)
Table C: Post-implementation Support Cost (in INR)					
1	Bespoke development/support cost** This encompasses any requirements beyond those specified in Appendix C-Table A, as well as any functionalities present in the existing platform not detailed in this RFP and features extending beyond the bidder's product roadmap until the end of the contract period (Number of Man Days required for any customization to be mutually agreed)	100 Man Days**			
Table C Total Cost					

**For the purpose of calculation and evaluation, the Bank will consider 100 man-days per year across the 5 year period for 'Bespoke development/support as part of Post-implementation Cost'. This does not indicate Bank's minimum commitment, and the actual number may increase or decrease as per the requirement of the Bank.

SRN	Item	Quantity	Rate Per Slide	Total Annual Content Development Cost (incl. GST)	Total Cost For 5 Years (incl. GST)
1	Content Development Cost (Use of scenarios/case studies as analogies; Graphics, animation and audio narrative; Engagement achieved through point and click, drag/drop; assessment, etc.)	5000 Slides per year			
Table D Total Cost:					

Table D - Content Development Cost (in INR)*

***Content Development Pricing Evaluation Criteria**

Rate per Slide:
- The vendor will be responsible for the creation of on average 100 eLearning modules annually.
- Each module is expected to contain around 50 slides (inclusive of instructional content, graphics, interactivity, quizzes, and other multimedia elements).
- Vendors are requested to provide an average rate per slide for the development of content. This should include the creation of the slide, incorporating necessary images, graphics, animations, or embedded multimedia elements, as mentioned in detail in Scope of work.
- The vendor should also take into account pricing for different types of slides (e.g., basic, multimedia-enhanced, or highly interactive content).
- The vendor's rate per slide should cover all stages of content development, including initial creation, revisions, and final quality assurance.

Commercial Evaluation Methodology:

- The Bank anticipates creation of 100 modules per year, with each module containing approximately 50 slides.
- The total number of slides per year would be around 5,000.
- The vendor's commercial proposal will be evaluated based on the rate for 5000 slides per year and the total cost for creating the full set of modules for five years.

Example of Calculation:

Vendor's rate per slide: Rs. R

Estimated number of slides per year: 5,000

Total Annual Content Development Cost = R * 5000

Total Cost for five years = R * 5000 * 5

- The evaluation will consider both the total cost and the quality of the content samples provided by the vendor.

Notes:

- All costs should be provided in INR only including GST.

- Bidders are requested to provide a license fee inclusive of unlimited cloud storage.

- The license cost provided by the bidder shall remain unchanged for each subsequent year till the end of the 5 year post implementation period.

- Bidders are requested to provide costs inclusive of out-of-pocket expenses (OPEs) such as travel and accommodation as applicable.

Name & Signature of Authorized Signatory

Seal of Company

Appendix - G

CERTIFICATE OF LOCAL CONTENT

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,
The General Manager – L&D
Central Bank of India
SPBT College,
Sant Gyaneshwar Marg,
JVPD Scheme, Vile Parle West, Mumbai 400056

Dear Sir,

Ref.: Tender Ref. No. GEM/2025/B/6049906

This is to certify that proposed Learning Management System is having the local content of ___% as defined in the above-mentioned RFP.

i) This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder   **OEM**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content. >

Appendix - H

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

Central Bank of India

Mumbai

In consideration of Central Bank of India having its Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase software & services for Learning Management System from M/s_____ (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/Purchase Order No. _____ dated _____ (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the software, solution and services as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the systems as per the terms and conditions of the said contract;

1) We, _____ (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to six years any money or moneys not exceeding a total sum of Rs. ____(Price Bid * 5%)__ (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of software, solution and services to perform as per the said contract, and also failure of the contractor to maintain the systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether software, solution and services has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority.

3) This Guarantee shall expire on __(date after five years & nine months)_____; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., _(date after five years & nine months)_ (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee

agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);

ii) This Bank Guarantee shall be valid up to _____;(date of expiry) and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned

has full power to sign this Guarantee on behalf of the Bank.

Dated this _____ day of _____2025 at _____

For and on behalf of _____ Bank.

sd/- _____

Appendix - I

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOFTWARE SOLUTION/SERVICES

Date:

_____

M/s.

Sub: Certificate of delivery, installation, and commissioning

1. This is to certify that the Software Solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

   a) PO No. _____ dated _____

   b) Description of the Solution:_____

   _____

   c) Quantity: _____

   d) Date of Installation:_____

   e) Date of Acceptance Test:_____

   f) Date of Commissioning:_____

2. Details of specifications of Software Solution not yet commissioned and recoveries to be made on that account:

SRN	Description	Amount to be recovered

3. The installation and commissioning have been done to our entire satisfaction and staff have been trained to operate the Software Solution.

4. Service Provider has fulfilled his contractual obligations satisfactorily.

   or

   Service Provider has failed to fulfill his contractual obligations with regard to the following:

   (a)

   (b)

   (c)

5. The amount of recovery on account of non-supply of Software Solution/Services is given under Para No. 2 above.

Signature _____

Name _____

Designation with stamp _____

_____

Appendix - J

OTHER TERMS AND PENALTIES

1. PENALTIES FOR DELAYED IMPLEMENTATION

i) The Bank expects that the selected bidder completes the scope of work within the timeframe defined in this RFP. The inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The rate of penalty would be 0.5% of the implementation cost per week of delay or non-compliance. Bank at its discretion may apply this rule to any major non delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

ii) Thereafter, at the discretion of the Bank, the contract may be cancelled. Bank also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Bank and is attributable to the selected Bidder.

iii) The bidder should ensure implementation of LMS application with all the functional, technical and cloud and security requirements as specified in the RFP document.

iv) Notwithstanding anything contained above, no penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

2. PENALTIES FOR NON-COMPLIANCE TO MANDATORY REQUIREMENTS

The Bank expects that the selected bidder shall provide all the mandatory requirements outlined in Appendix - C Table-A at the time of go-live. Inability of the selected bidder to provide the mandatory requirements within the timelines specified would be treated as breach of contract and the invoice associated with the milestone '60 calendar days post go-live' as outlined in Appendix E - point 19 (Payment Schedule) Table A – Implementation Phase shall be withheld. The Bank reserves the right to determine whether the go-live can proceed without specific mandatory requirements.

3. PENALTIES FOR NON-COMPLIANCE TO POST IMPLEMENTATION SERVICES

All the queries are to be logged into a ticketing system and a ticket number should be generated. The bidder shall ensure adherence to the below-mentioned target, failing which a penalty will be deducted from the post implementation support cost. The detailed post implementation SLA is defined in Appendix K.

Severity	Description	Target	Achievement Range	Penalty (% of monthly fee)

P1 response time (30 minutes)	**Critical:** Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue operations. *E.g. Widespread log-in issues, system outages impacting majority of users, security breaches or vulnerabilities.*	90%	up to 89%	0.5%
P1 resolution time (6 business hours)		90%	up to 89%	0.5%
P2 response time (1 business hour)	**High:** Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available. *E.g. Intermittent access issues and major functionality errors such as course content loading, inability to submit assignments or quizzes.*	90%	up to 89%	0.5%
P2 resolution time (12 business hours)		90%	up to 89%	0.5%
P3 response time (2 business hours)	**Medium:** Moderately impacts users' ability to use the platform/app and hinders certain non-business critical operations. It affects a small number of users (<10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort. *E.g. Course content display issues, user data accuracy issues, incompatibility with browser or mobile updates for specific user group.*	90%	up to 89%	0.5%
P3 resolution time (2 business days)		90%	up to 89%	0.5%

P4 response time (4 business hours)	**Low:** Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly affect the user's productivity. A workaround is easily available. *E.g. Cosmetic issues such as layout changes, font size, etc., feature enhancement requests, course content alignment.*	90%	up to 89%	0.5%
P4 resolution time (8 business days)		90%	up to 89%	0.5%

Note:

i) The selected bidder will be required to furnish a weekly/monthly/quarterly/annual SLA report to the Bank

ii) Bank's admin team should also have access to download weekly/monthly/quarterly/annual SLA reports directly from the ticketing portal.

iii) If the selected bidder consistently reports a performance of 70% or less, then the Bank holds the right to mandate a change in one or more assigned post implementation support resources

iv) If the selected bidder consistently reports performance below the target, the Bank holds the right to terminate services

4. PENALTIES DUE TO DOWNTIME OF APPLICATION

The Bank prefers the system to have a regular uptime of 99.99% and an overall uptime of 99.50% per month in order to not invoke a penalty.

Level of monthly uptime	Penalty
99.50% and above	No Penalty
98% and above but below 99.50%	0.5 % of total quarterly pay-out of license cost
97% and above but below 98%	1.0 % of total quarterly pay-out of license cost
96% and above but below 97%	1.5 % of total quarterly pay-out of license cost
95% and above but below 96%	2.0 % of total quarterly pay-out of license cost
Below 95%	2.5 % of total quarterly pay-out of license cost

Note: The selected bidder will be required to furnish a monthly uptime report to the Bank.

$$Uptime \% = \frac{(\text{Sum of total hours during month} - \text{Sum of downtime hours during month})}{\text{Sum of total hours during month})} \times 100$$

5. PENALTIES FOR POST-IMPLEMENTATION CUSTOMIZATION/CONFIGURATION OF APPLICATION

The Bank expects that the selected bidder completes any additional scope of work within the agreed timeframe failing which the bidder shall be subject to a penalty of 0.5% of the cost of additional scope of work per week of delay up to 5% of total cost of additional scope. Once the maximum deduction is reached, the Bank may consider termination of the Agreement. The Bank at its discretion may apply this rule to any major non delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

Appendix - K

POST IMPLEMENTATION INCIDENT SLA

This section sets forth the conditions under which the bidder will be required to provide post implementation incident management support. The table below outlines the minimum standards required from the bidder.

Severity Level	Description	First Response Time	Resolution Time	Target
P1 – Critical	Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue operations. *E.g. Widespread log-in issues, system outages impacting the majority of users, security breaches or vulnerabilities*	30 minutes	6 business hours	90%
P2 – High	Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available. *E.g. Intermittent access issues and major functionality errors such as course content loading, inability to submit assignments or quizzes*	1 business hour	12 business hours	90%
P3 – Medium	Moderately impacts users' ability to use the platform/app and hinders certain non- business critical operations. It affects a small number of users (<10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort. *E.g. Course content display issues, user data accuracy issues, incompatibility with browser or mobile updates for specific user group*	2 business hours	2 business days	90%
P4 – Low	Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly affect the user's productivity. A workaround is easily available. *E.g. Cosmetic issues such as layout changes, font size, etc., feature enhancement requests, course content alignment*	4 business hours	8 business days	90%

DRAFT NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

Central Bank of India, a Public Sector Bank having its Central Office at Chandermukhi, Nariman Point, Mumbai - 400021, and having the Department of Learning & Development at Sir SPBT College, JVPD, Near Cooper Hospital, Vile Parle West, Mumbai - 400056 of the ONE PART;

And

M/s _____, a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at _____ (hereinafter referred to as "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER

1. is carrying on business of providing _____ and, has agreed to provide a Public Cloud based Learning Management System and other related tasks to Central Bank of India.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1) Confidential Information and Confidential Materials:

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party;

(ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2) Restrictions

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Subcontractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by the Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by the Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
i. the statutory auditors of the either party and
ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. The Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3) Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential

Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
   i. Suspension of access privileges
   ii. Change of personnel assigned to the job
   iii. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4) Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of

Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both parties agree for neutral third-party arbitration. Such an arbitrator will be jointly selected by the two parties, and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language in Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _five_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5) Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of the other party.

Dated this _____ day of _____(Month) 2025 at Mumbai

For and on behalf of _____

Name _____   Designation _____

Place _____   Signature _____

For and on behalf of _____

Name _____   Designation _____

Place _____   Signature _____

Appendix - M

PRE-BID QUERY FORMAT

(To be provided strictly in Excel format)

Vendor Name	Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query

PRE-CONTRACT INTEGRITY PACT

Tender Ref. No.: GEM/2025/B/6049906

Integrity Pact

(Each Participating bidder shall submit Integrity Pact duly stamped for Rs. 500/- (Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents. Non submission of Integrity Pact as per time schedule prescribed by Bank may be sufficient ground of disqualification for participating in Bid process).

PRE-CONTRACT INTEGRITY PACT

1 .GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on_____day of the _____month 2025, between, Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act, 1970 having its Central office at Chandramukhi, Nariman Point Mumbai 400021, (hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART AND M/s._____ represented by Shri _____Chief executive officer/ Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes "SELECTING A PUBLIC CLOUD-BASED LEARNING MANAGEMENT SYSTEM (LMS) INCLUDING MOBILE APPLICATION FOR THE BANK" and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/ Government undertaking/ partnership/ LLP/ registered export agency/ service provider, duly constituted in accordance with the relevant law governing its formation/ incorporation/ constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act, 1970.

1.4. WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/ Equipment/ ltems/ Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the

bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/ SELLERS/ CONTRACTORS/ SERVICE PROVIDERS alike, and will provide to all BIDDERS/ SELLERS/ CONTRACTORS/ SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or

completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

4.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/ SELLER/ CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has

made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes an incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Bid Security shall be valid for a period till the complete conclusion of the

contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/ SELLER / CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Central Bank of India while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter XII of the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not

supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed
- Mr. Anant Kumar [mail: anant_in@yahoo.com]
- Mr. Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]

as Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors with confidentiality.

9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/ BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ....on.........day of ……….. 2025.

BUYER	BIDDER*
Signature:	Signature:
Authorized Signatory (For & On behalf of the Buyer)	Authorized Signatory (*) (For & On behalf of Bidder/Contractor)
Central Bank of India, L&D Department	
Date:	Date:
Rubber Stamp:	Rubber Stamp:
Witness	Witness
1._____	1._____
_____	_____
2._____	2._____
_____	_____

(*) – Authorized signatory of the Organization who has also signed and submitted the main bid

Appendix - O

FORMAT FOR EMD BANK GUARANTEE

To
General Manager- L&D
Central Bank of India,
SPBT College,
Sant Gyaneshwar Marg,
JVPD Scheme, Vile Parle West,
Mumbai 400056

Dear Sirs,

Date:

M/s _____ having their registered office at _____ __ (hereinafter called the 'Bidder') wish to respond to the RFP for "SELECTING A PUBLIC CLOUD-BASED LEARNING MANAGEMENT SYSTEM (LMS) INCLUDING MOBILE APPLICATION FOR THE BANK", self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to bid, we, _____, the Bank, having our head office _____ hereby irrevocably guarantee an amount of Rs. 30.00 Lakh (Rupees Thirty Lakh) Only as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of bid.

The Bid security for which this guarantee is given is liable to be enforced/invoked:
1. Withdraws its bid during bid validity period
2. Refuses to honor indicative commercial bid. Bank reserves the right to place order onto Bidder based on indicative prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Central Bank of India, the said amount of Rs. 30.00 Lakh (Rupees Thirty Lakh) Only without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 30.00 Lakh (Rupees Thirty Lakh) Only.

2. This Bank guarantee will be valid up to _____ (nine months) ; and a claim period of one month thereafter and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before ____(ten months)____ .

In witness whereof the Bank, through the authorized officer has set its hand and stamp on this _____day of _____at _____ .

Signature ………………………………… Name …………………………………………

(In Block letters)

Designation ………………………………… (Staff Code No.)……………………………..

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No. _____ Date: _____

WITNESS:

1 ....(Signature with Name, Designation & Address)

2 ....(Signature with Name, Designation & Address)

Appendix - P

SECURITY REQUIREMENTS

Bidder is required to comply with the following points and submit their compliance on the same on their letter head along with required evidence. In case of non-compliance of any of the requirement, Bid would be rejected:

SRN	Required Controls	Compliance (Yes/No)	Required Evidence
1	Whether Bidder has (Board/Top Management approved) Information Security (IS) Policy in place with periodic review (minimum annually) by Top Management.		Content table/page of IS Policy and review history page.
2	Whether IS Policy is communicated to all employees and does Bidder monitor the compliance of the said policy.		Relevant evidence or compliance certificate.
3	Whether Bidder has operational processes (SOP, etc.) with periodic review (at least annually) including but not limited to: a) Business continuity management b) Backup Management and Restoration Testing c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes k) Incident Management l) Regulatory Compliance		For organizations with ISO-27001, PCI-DSS, SOC1, SOC2 certification, relevant certification with validity periods needs to be produced. For other organizations, each approved document/ IS Policy (respective contents) needs to be produced with version history.
4	Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP, etc.		Evidence for controls in place.
5	Whether rules are implemented on Firewalls of the Bidder's environment as per their approved process. Whether Bidder has processes in place to review the Firewalls periodically.		Approved Process of Firewall Rules and self-certification (signed by IS Head of the company) for non-presence of overly permissible such as Any- Any Rules or generic rules/evidence for latest Firewall Audit Report.

6	Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.		Evidence of SOC implementation and its activities.
7	Whether Bidder's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by firewall, where any access from an external entity is permitted through DMZ only.		CERT empanelled auditor's Report on verification of its implementation.
8	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.		Evidence of a Secured DR Site at different location(s).
9	Bidder to confirm that privilege access to its environment is not permitted from internet.		Evidence for the secured access, reviewed by CERT empanelled auditors.
10	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to Head of Information Security for conducting security related functions & operations.		Relevant clauses in Policy and implementation evidence like organization structure etc.
11	Whether CERT-IN Empanelled Auditors are engaged by Bidder for ensuring security posture of their application. Security testing includes but is not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control, etc.		Latest security Testing Certification with Scope of review & closure of observations.
12	Whether suitable security certification (ISO, PCI-DSS, SOC1 and SOC2 etc.) of the security posture at Bidders IT environment are in place.		Certificate with validity period, if available.
13	Whether Bidder is agreeable to secure the Bank's data (if shared) while in transit, processing, at store, during backup and archivals, over external media, etc. with latest & secured encryption standards.		Evidence for protection of data in transit such as Secure Encryption algorithm used.
14	Whether Bidder has processes in place and is agreeable to completely erase the data after processing at their end or after a clearly defined retention period, if so permitted to be stored.		Self-certification in case of Govt entity and approved Purging Process & timeline and Evidence of actual implementation for Non-Govt. entities duly verified by CERT empanelled IS auditor to be provided by successful Bidder at relevant time.
15	Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.		Self Certification

16	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.		Undertaking, if willing
17	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.		Undertaking, if willing
18	Whether Bidder is willing to implement an efficient and sufficient preventive control to protect the Bank's interests against any damage under section 43 of IT Act.		Undertaking, if willing
19	Whether Bidder configures or provides access to officials based on a documented and approved Role Conflict Matrix.		Role Conflict Matrix and evidence of following the same.
20	Whether Bidder is agreeable that all default admin and root users are deleted/disabled, and access is based on user specific IDs and all such accesses are logged.		Evidence of having disabled default admins and root users preferably verified by CERT empanelled auditor.
21	Whether Bidder has deployed Active Directory (AD), Single Sign On (SSO) and strong Password Policy for End point and application access.		Details of the AD, SSO, Password Policy in relevant clauses of IS Policy and/or compliance verification.
22	Whether Bidder is agreeable to define proper access control for protecting the Bank's data (if shared) and access to the data is strictly on need-to-know Basis.		Approved Access Control process document and evidence of implementation to be provided by successful Bidder at relevant time.
23	Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for production and non-production such as UAT.		CERT empanelled auditor's Report on verification of its implementation.
24	Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for Web, App, DB, Critical & Non-Critical Applications.		Self-certification (signed by IS Head of the company) with evidence.
25	Whether Bidder is agreeable to have a separate network architecture diagram specific to integration with the Bank.		Network architecture diagram specific to the Bank to be provided by successful Bidder.
26	Bidder to confirm that internet access is restricted on internal servers, database servers or any other servers.		Evidence of purpose/need of this and verification of controls in place by CERT empanelled ISSP.
27	Whether Bidder has deployed any open source or free software in their environment. If yes, whether processes are in place for closure of vulnerabilities & regular/timely patching for such software.		If any Open-Source software is used, evidence for process in place to adhere to the stated control and/or declaration that there are no known CVE (Common Vulnerability & Exposures).

28	Whether minimum baseline controls are implemented for hardening the application and DB Servers.		Content page of SCD document and review history and implementation evidence of latest SCD version.
29	Whether Suitable Security certificate such as ISO27017 & ISO27018 for Cloud Services is available?		Certificate with validity period.
30	Whether Bidder is agreeable that the key used by it to encrypt the Bank's data (if shared) should be different i.e. it should not be the same that was/is used for other clients.		Approved Process for Key Management and evidence of actual implementation of Key Sharing.
31	Bidder to confirm that data should not be allowed to be downloaded or to prepare copies unless explicitly approved.		Approved Process & evidence of implementation of the control.
32	Whether Bidder is agreeable to performs periodic DR Drills.		Evidence of conducting DR drills, lessons learnt and their detailed recording to be provided by successful Bidder.
33	Bidder is agreeable that the application and DB will be hosted separately on a dedicated infrastructure (physical/logical) for the Bank.		Evidence of dedicated infrastructure (physical/ logical) for the Bank to be provided by successful Bidder.
34	Whether proper log generation, storage, management and analysis happens for the Bidder's application (including DFRA & access logs).		Log generation, storage and review process certified by CERT empaneled auditor.
35	Whether the privilege access activities are logged, monitored, controlled and governed preferably using Privilege Identity Management (PIM).		Evidence of Privileged access logs and PIMS implementation.

Bidder should also confirm whether it has witnessed any security or privacy breach in the past 2 (two) years. Bidder should submit self-certification of IS Head in case of Govt entity/evidence reported to regulatory agencies and/or self-attestation and the same to be verified by CERT empaneled ISSP.

Letters of Intent (LoIs) will be issued to TC1 bidder, and the selected bidder will be required to undergo IT & Security review, also called ISD review. The selected bidder will be required to submit the documents, duly certified by CERT-IN Auditors, for getting clearance from Information Security Dept. of the Bank as mentioned in Appendix Q as well as mentioned any other place in the RFP document.

The bidder/vendor shall have obligation to comply with Bank's IS policy, Cyber Security Policy and IT Policy and regulatory requirements and implement all the recommendations/close all the vulnerabilities reported in the various information security reviews, IS audit, UAT, etc. conducted by the Bank, Bank appointed third party professionals, Regulators during the contract period without any additional cost to the Bank.

Note:

- The above-mentioned required controls shall be reviewed at quarterly intervals.
- Service Provider at its own expense, agrees to submit certificate from CERT-In empanelled ISSP, periodically, i.e. at quarterly interval by 15th day of completion of respective quarter or as requested by the Bank for the control points mentioned in Appendix Q.

Appendix - Q

CLOUD REQUIREMENTS

For cloud deployment platform, the Bidder is required to comply with the following points and submit their compliance on the same on their letter head in format of Table D-1 in Appendix C.

A. Deployment Model Specific Requirements

1. Data centre, Disaster recovery centre, High availability zones across data centres shall be in India only.
2. Bidder shall ensure that all data functions and processing are performed within the boundaries of India.
3. Shall be hosted and provided services on a dedicated instance for the Bank on the cloud.
4. The infrastructure elements including server, storage (including backup storage) and network of the public Cloud should provide strong tenant isolation, provide granular identity and access management capability and data encryption (In-Transit and At-Rest) and to be logically separate from the public and other cloud offerings of the cloud service provider.
5. There should be logical separation (of servers, storage, network infrastructure and networks) to protect data, applications and servers and provide robust virtual isolation for the Bank.
6. The space allocated for the dedicated infrastructure should be clearly demarcated and identified as hosting the Bank's Project. The demarcated and identified area shall not host any components other than those of Banks Project.
7. The entire N/W Path for Bank's hosted applications shall be separate (logical separation & isolation) from the other clients and should be dedicated for the Bank.
8. Implement a firewall policy that allows the Bank to administer it remotely and allowing the Bank to have read-only access to inspect the firewall configuration in accordance with the Banks direction.
9. The cloud service offering shall support Network and security with dedicated firewall along with load balancer integration for auto-scale functions. However, the dedicated infrastructure elements can be shared within the Bank.
10. The management consoles should only show the data relevant to the Bank.
11. With respect to monitoring tools, if any agent has to be deployed on the VMs or otherwise, the monitoring tools may be shared provided there is logical segregation and controls built-in to ensure that the tools & deployed agents comply to the security policies and ONLY the events, performance threshold alerts and inventory data for the OS, DB, infrastructure and Application is captured & sent by the deployed agents. The monitoring tools and deployed agents (in case of agent-based tools) shall not capture or send Bank's application and/or user and/or transaction data.
12. Shall leverage and share all network-related security toolset which are in network flow.
13. Security toolset shall be a dedicated installation of the tools / products for the Bank.
14. Database System Software shall be a dedicated instance for the Bank
15. For ensuring strategic control of the operations, approval of the Bank shall be taken prior to making changes / modifications of the deployed solution, database, data, configurations, security solutions, hosted infrastructure, etc.
16. The above set of activities where prior approvals of the Bank have to be taken is only indicative and by no means an exhaustive list. The set of activities for which such approval has to be obtained will be finalized by the Bank and reviewed on as needed basis.
17. For any changes (including auto-provisioning and others that may or may not need prior approval) to the underlying cloud infrastructure, software, etc. under the scope of the bidder, that has the potential to affect the SLAs (performance, availability), the Bank shall get alerts / notifications from

the bidder, both as advance alerts and post implementation alerts

18. Real time Integration of Logs (web, application, DB, Network) with Bank SOC is required.

19. Should the Bank decide to migrate the application to its private cloud at any point in the future, the service provider shall undertake the migration process, subject to an agreed-upon additional cost.

B. General Requirements

1. Shall be in accordance with the requirements in this RFP.
2. Bidder shall provide dedicated resources for Bank's project.
3. There should be sufficient headroom (at an overall level in the computer network and storage capacity offered) available for near real time provisioning (as per the SLA requirement of the Bank) during any unanticipated spikes in the user load.
4. Ability to integrate fully with the Government of India approved Certificate Authorities to enable the Bank to use the Digital Certificates/Digital Signatures.
5. The Bank shall retain ownership of any user created/loaded data and applications hosted on CSP's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.
6. The Bank retains ownership of all VMs, templates, clones, and scripts/applications created for the Bank's application and retains the right to request (or should be able to retrieve) full copies VMs at any time.
7. The Bank shall be provided access rights (including the underlying secure connection) to the user administration/portal of cloud services to have visibility into the dashboard, SLAs, management reports, etc. provided by the Cloud Service provider.
8. CSP shall not provision any unmanaged VMs for the applications.
9. CSPs shall provide interoperability support with regards to available APIs, data portability etc. for the Bank to utilize in case of Change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider or availing backup or DR services from a different service provider as and when needed
10. Should adhere to the ever-evolving guidelines as specified by CERT-In (https://www.cert-in.org.in/)
11. Should adhere to the relevant standards published (or to be published) by the Bank, Ministry of Electronics & Information Technology (MeitY) or any standards body setup / recognized by Government of India and notified to the bidder by the Bank as a mandatory standard.
12. Bidder shall also adhere to the relevant audit requirements as defined in the RFP.
13. The Bidder should complete VA & PT testing on an annual basis and submit timely reports to the Bank.

C. Service Management Requirements

Operational Management

1. Manage the network, storage, server and virtualization layers, to include performance of internal technology refresh cycles applicable to meet the SLAs without any financial impact to the Bank. Provide a secure, dual factor method of remote access which allows the Bank designated personnel (privileged users) the ability to perform duties on the hosted infrastructure
2. Upgrade and periodically replace hardware without any financial impact to the Bank. All the data within replaced hardware shall be immediately deleted/destroyed and certify the VM and data destruction to the Bank as per stipulations and shall ensure that the data cannot be forensically recovered.
3. Perform patch management appropriate to the scope of their control
   a. Alerts well in advance on the upcoming patches via email.

b. Patch VMs on the next available patch management change window
c. Application of automated OS security patches
d. Send regular reminders to the Bank designated email address five (5) days prior to patch cut off dates

4. OS level vulnerability management – all OS images created within the cloud platform are regularly patched with the latest security updates

5. Provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements as described in Security Requirements in this RFP.

6. Bidder shall Monitor availability of the servers, CSP-supplied operating system & system software, and CSP's network

7. The bidder is fully responsible for tech refreshes, patch management and other operations of infrastructure within the scope.

8. Investigate outages, perform appropriate corrective action to restore the hardware, operating system, and related tools and provide Root Cause Analysis (RCA) within the timeframe provided by the Bank.

9. Bidder shall be responsible for managing the infrastructure including VMs as per the ITIL standards.

10. Comply with technology (hardware and software components) refresh requirements as required so as to upgrade any technology prior to reaching end of life / end of support and as well as to ensure security requirements and service level agreements (SLA) are met without any additional cost to the Bank.

11. Software (limited to OS, security solutions and other platform stack offered by the bidder to the Bank) will never be more than two versions behind unless deferred or rejected by Bank.

Data Management

1. Manage data isolation in a multi-tenant environment.
2. The bidder shall ensure compliance to the Bank's Backup and Retention policy.
3. Transfer data back in-house either on demand or in case of contract or order termination for any reason
4. Manage data remanence throughout the data life cycle.
5. Provide and implement security mechanisms for handling data at rest and in transit.
6. Bidder shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the express approval of the Bank.
7. When the Bank or bidder (with prior approval of the Bank) scales down the infrastructure services, bidder is responsible for deleting or otherwise securing Bank's Content/data prior to VM deletion and in case deleted, shall ensure that the data cannot be forensically recovered.
8. Bidder shall ensure the protection of the Bank's data from any unauthorized access, modification, copying/storing. Violation of this shall be treated as copyright infringement

D. User/Admin Portal Requirements

1. Utilization Monitoring: Provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means.
   - Real time performance thresholds
   - Real time performance health checks
   - Real time performance monitoring & Alert
   - Historical Performance Monitoring
   - Capacity Utilization statistics
   - Cloud Resource Usage including increase / decrease in resources used during auto scale

- Log (DB, Application) and files sync status of DC and DR
2. Trouble Management - Provide Trouble Ticketing via online portal/interface (tools).
3. User Profile Management - Support maintenance of user profiles and present the user with his/her profile at the time of login

E. LAN/WAN Requirements

1. Local Area Network (LAN) shall not impede data transmission.
2. Provide a redundant local area network (LAN) infrastructure and static IP addresses from the Bank IP pool or "private" non-internet routable addresses from CSP pool.
3. Provide private connectivity between a Bank's network and cloud data Centre Facilities
4. The application should be accessible from Internet as well as Bank's Intranet.
5. Allow mapping IP addresses to domains owned by the Bank, allowing websites or other applications operating in the cloud to be viewed externally as Bank's URLs and services
6. Provide infrastructure that is Ipv4 and Ipv6 compliant.
7. Bidder shall have the capability to provide adequate bandwidth between Primary Data Centre and Disaster Recovery Centre for data replication purposes.
8. Support network level redundancy through MPLS lines from two different service providers, alternate routing paths facilitated at ISP backbone (MPLS), redundant network devices, etc. These two network service providers should not share the same back-end infrastructure. Redundancy in security and load balancers, in high availability mode, will be provided to facilitate alternate paths in the network

F. Disaster Recovery & Business Continuity Requirements

1. Bidder is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data centre to meet the RPO and RTO requirements of the Bank.
2. Quarterly DR testing should be conducted.
3. The Primary DC and the DRC should be in different seismic zones in India.
4. During normal operations, the Primary Data Centre (PR) will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PR) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Centre site.
5. In the event of a site failover or switchover, DR site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centres so that when an outage occurs, failover to the surviving data centre can be accomplished within the specified RTO. This is the period during which the Compute environment for the application shall be equivalent to DC. The installed application instance and the database shall be usable, and the same SLAs as DC shall be provided. The use of this Full Compute DR environment can be for specific periods during a year for the purposes of DC failure or DR Drills or DC maintenance. The Database and storage shall be of full capacity and the licenses and security shall be for full infrastructure. The bandwidth at the DR shall be scaled to the level of Data centre. Users of the application should be routed seamlessly from DC site to DR site. The bidder shall conduct DR drill for seven days at the interval of every six months of operation wherein the Primary DC has to be deactivated, and complete operations shall be carried out from the DR Site. However, during the change from DC to DRC or vice-versa (regular planned changes), there should not be any data loss.
6. The bidder should offer dashboard to monitor RPO and RTO of each application and database.

7. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.

G. Security Requirements

1. Bidder will be responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure, Virtual Machines (VMs).
2. The Data Centre Facility shall at a minimum, implement the security toolset: Security & Data Privacy (Data & Network Security including Anti Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, DAM, WAF, Integrated Vulnerability Assessment, SOC, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)
3. Integration with Bank's Security Operation Centre (SOC) including SIEM, DAM, WAF
4. Integration with Bank's AD, SSO
5. Meet the ever-evolving security requirements as specified by CERT-In (https://www.cert-in.org.in/)
6. Meet any security requirements published (or to be published) by the Bank or any standards body setup / recognized by Government of India from time to time and notified to the bidder by the Bank as a mandatory standard
7. Bank reserves the right to verify the security test results.
8. Implement industry standard storage strategies and controls for securing data in the Storage Area Network so that clients are restricted to their allocated storage.
9. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes should be in a separate zone with higher security layer.
10. Nonproduction environments should be segregated (in a different VLAN) from the production environment such that the users of the environments are in separate networks.
11. All environments (Web, App, DB) should be segregated in a different VLAN.
12. Cloud offering should have built-in user-level controls and administrator logs for transparency and audit control
13. Cloud Platform should be protected by fully managed Intrusion detection system using signature, protocol, and anomaly-based inspection thus providing network intrusion detection monitoring.
14. Cloud platform should provide Edge-to-Edge security, visibility and carrier class threat management and remediation against security hazards like Denial of Service (DoS) and Distributed Denial of Service (DdoS) attacks, botnets, etc. Also, shall provide protection against network issues such as traffic and routing instability
15. Cloud platform should provide Web Application Filter for OWASP Top 10 protection as a service that can be enabled for the Banks that require such a service.
16. Provision of private network ports to be connected to the Bank's network for additional secure connectivity between the Bank network and the cloud through support for MPLS, Fiber, P2P links.
17. Cloud Service provider shall allow audits of all administrator activities performed by the bidder and allow Bank to download copies of these logs in read-only format.
18. Maintain the security features described below, investigate incidents detected, undertake corrective action, and report to Bank, as appropriate
19. Deploy and update commercial anti-malware tools, investigate incidents, and undertake remedial action necessary to restore servers and operating systems to operation.
20. Shall provide a consolidated view of the availability, integrity and consistency of the Web/ App/ DB tiers
21. Bidder should enforce password policies (complex password, change password as per Bank's policies etc.)
22. Shall be contractually subject to all Bank's IT Security standards, policies, and reporting

requirements. The bidder shall meet and comply with all the Bank's IT Security Policies and all applicable Bank's standards and guidelines, other regulatory/Government-wide laws and regulations for protection and security of Information Technology.

23. Shall generally and substantially and in good faith follow Bank's guidelines and CERT-In guidance. Where there are no procedural guides, use generally accepted industry best practices for IT security.

24. Information systems must be assessed whenever there is a significant change to the system's security posture

25. Bidder shall conduct regular independent third-party assessments of the CSP's security controls to determine the extent to which security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements and submit the results to the Bank

26. In case CSP has industry standard certifications (assessed by a third-party auditor) that verify compliance against the security requirements of the RFP, SLA the results, relevant reports, certifications may be provided with evidence along with the mapping of the industry standard certification controls against the RFP requirements. However, if there are any requirements that do not fall under the industry standard certifications, the bidder shall get the Third-Party Auditor to assess the conformance to the requirements.

27. Provide an independent Security Assessment/Risk Assessment

28. Bank reserves the right to perform Penetration Test. If the Bank exercises this right, the bidder shall allow the Bank's designated third-party auditors to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of Bank's information. This includes the general support system infrastructure.

29. Identified gaps shall be tracked for mitigation in a Plan of Action document.

30. Bidder is responsible for mitigating all security risks found and continuous monitoring activities. All critical and high-risk vulnerabilities must be mitigated within 7 days, high-risk vulnerabilities must be mitigated within 14 days and all medium risk vulnerabilities must be mitigated within 21 days and all low-risk vulnerabilities must be mitigated within 28 days from the date vulnerabilities are formally identified. The Bank will determine the risk rating of vulnerabilities.

31. Shall provide access to the Bank or their designee acting as their agent, when requested, in order to verify compliance with the requirements for Information

32. Technology security program. Bank reserves the right to conduct on-site inspections. Bidder shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the bidder's supervision.

33. Shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans or the services for the Bank to run the vulnerability scan. Scan results (that fall under the scope of the bidder) shall be managed and mitigated in Plans of Action.

34. All documents exclusively produced for the project are the property of the Bank and cannot be reproduced or retained by the bidder. All appropriate project documentation will be given to Bank during and at the end of this contract or at the time of termination of the contract. The bidder shall not release any project information without the written consent of the Bank. Any request for information relating to the Project presented to the bidder must be submitted to the Bank for approval.

35. Bidder shall protect all Bank data, equipment, etc., by treating the information as sensitive. Sensitive but unclassified information, data, and/or equipment will only be disclosed to authorized personnel. The bidder shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum standards. When no longer required, this information, data, and/or equipment shall be returned to Bank control, destroyed, or held until otherwise directed by the Bank. The bidder shall destroy unneeded items by burning, shredding, or any other method that precludes the reconstruction of the material.

36. Bank has the right to perform manual or automated audits, scans, reviews, or other inspections of the bidder's IT environment being used to provide or facilitate services for the Bank through a Bank's designated third-party auditor. Bidder shall be responsible for the following privacy and security safeguards:

    (a) Bidder shall not publish or disclose in any manner, without the Bank's written consent, the details of any safeguards either designed or developed by the bidder under the Agreement or otherwise provided by the Bank.

    (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any Bank's data collected and stored by the bidder, the bidder shall afford the Bank's logical and physical access to the CSP's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:

        i) Authenticated and unauthenticated operating system/network vulnerability scans.

        ii) Authenticated and unauthenticated web application vulnerability scans.

        iii) Authenticated and unauthenticated database application vulnerability scans.

37. Automated scans can be performed by Bank's designated third-party auditors, using Bank's specified tools. If the CSP chooses to run its own automated scans or audits, results from these scans may, at the Bank's discretion, be accepted in lieu of Bank's performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Bank. In addition, the results of bidder-conducted scans shall be provided, in full, to the Bank.

38. Submission to regular audits: bidder will extend required support to regular audits conducted by Bank. The purpose of these audits will not only be to ensure conformance with the requirements stated in this RFP, but also to ensure that the implementation is executed in the best of ways to meet the requirements of the Bank. These audits may be conducted by Bank or Bank's designated third-party auditors. Bidder will cooperate fully with the auditor. Bank will inform the bidder of the shortcomings if any after the audit is completed; and the Bidder will respond appropriately and address the identified gaps.

H. Management Reporting Requirements

Deliverables listed below should be accessible via online interface not later than 10 days after the end of the calendar month and available for up to one year after creation. The information shall be available in the format approved by Bank. The bidder shall monitor and maintain the stated service levels as agreed in the Service Level Agreement between the Bank and the bidder.

1. Service Level Management
    (a) Service Level Management Reports (as per the service levels agreed in the Service Level Agreement between the Bank and the bidder)
    (b) Text description of major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month
2. Network and Security Administration (including security breaches with classification, action taken by the CSP and status) related reports
3. Help Desk/Trouble Tickets raised by the Bank
    (a) Number of Help Desk/customer service requests received.
    (b) Number of Trouble Tickets Opened
    (c) Number of trouble tickets closed
    (d) Average mean time to respond to Trouble Tickets (time between trouble ticket opened and the first contact with customer)
    (e) Average mean time to resolve trouble ticket

4. Monthly utilization (including peak and non-peak volumetric details) of the Service Offerings for the Bank
5. Centralized Monitoring & Management and Reporting with:
   (a) Alerts on event threshold and policy-based actions upon deviations.
   (b) Internet & Intranet Data Transfer
   (c) Virtual Instances (CPU, Memory, Storage and Network Port) configuration and utilization
   (d) Storage Volume (Read/Write and IOPS)
   (e) Load balancer
   (f) Application Services
   (g) Database Monitoring
   (h) Reports on non-conformance and escalation for privileged access by unauthorized roles/ identities
6. Any other reports as deemed required by Bank from time-to-time

I. Exit Management and Transition Requirements

1. Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of the Bank. It is the prime responsibility of bidder to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, Bidder is also responsible for all activities required to train and transfer the knowledge to the Replacement Agency (or Bank) to ensure similar continuity and performance of the Services post expiry of the Agreement.
2. At the end of the contract period or upon termination of contract, bidder is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of Bank.
3. Bidder shall support the Bank in migration of the VMs, data, content and any other assets to the new environment created by the Bank or any Agency (on behalf of the Bank) on alternate service provider's offerings to enable successful deployment and running of the Bank's solution on the new infrastructure. Bidder shall certify the VM, Content and data destruction to the Bank as per stipulations and shall ensure that the data cannot be forensically recovered. Bidder shall have the responsibility to support and assist the Bank till successful deployment and access the services from the new environment.
4. Bidder shall not delete any data within 90 days of termination of contract without the express approval of the Bank. A secure data destruction certificate must be provided after the retention period.
5. During the exit/transition management process, it is the responsibility of the bidder to address and rectify the problems with respect to migration of the Bank's application and related IT infrastructure including installation/reinstallation of the system software etc.
6. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with Bank.
7. During the contract period, the bidder shall ensure that all the documentation required by the Bank for smooth transition including configuration, Functional, Technical, SOP, guidelines user manual, architectural documents etc. are kept up to date and all such documentation is handed over to the Bank during the exit management process.

J. Managed Services Requirements

Backup Services

1. The bidder should configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications as per the policy defined

by the Bank.

2. The bidder shall be responsible for file system and database backup and restore services. As part of the responsibilities the bidder should:

    (a) Perform and store data and file backups (process of duplicating the customers "to be- backed-up" "Target Data") consisting of an initial full back up with daily incremental backups for files.

    (b) For the files, perform weekly backups.

    (c) For the databases, perform a weekly full database backup, with daily backup of database transaction log files.

    (d) Cloud platform should provide Encryption of all backup files and data and management of encryption keys as a service shall be enabled for the Bank.

    (e) Monitor and manage backup activity.

    (f) Restore the requested data from backup within a two-hour timeframe.

    (g) Perform administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.

    (h) Provide and install additional infrastructure capacity for backup and restore, as required.

    (i) Perform backup on the next scheduled backup window in case of any scheduling conflicts between backup and patch management.

    (j) Production data shall be replicated to the database copy maintained at Bank's data centre and provision for daily sync should be ensured by the bidder.

Appendix - R

TECHNICAL EVALUATION METRICS

(Minimum marks for getting shortlisted for commercial bid opening: 60%)

Sr No	Parameter	Max Marks	Criteria	Document to Be Submitted
1	Past experience of Implementation of Learning Management System for at least 2 Private/Public Sector banks in India within last 5 years from date of RFP	10	Two Banks - 5 Marks Three or Four Banks - 8 Marks More than Four Banks - 10 Marks	Purchase Order along with Completion Certificate/Go Live Certificate /Implementation Certificate
2	Past experience of Implementation of Learning Management System for a single customer in India with minimum 5000 concurrent users on public cloud within last 5 years from date of RFP	10	Minimum 5000 concurrent users - 5 Marks More than 5000 to 10000 concurrent users - 8 Marks More than 10000 concurrent users - 10 Marks	Purchase Order and certificate from client mentioning number of concurrent users.
3	Minimum 5 years of experience in Implementation of Learning Management Software	10	Minimum 5 Years - 3 Marks 6 to 7 Years - 5 Marks More than 7 Years - 10 Marks	Past Purchase Order/ Completion Certificate/ Any proof of LMS project execution.
4	Availability of mandatory features as per requirements provided in Appendix-C Table A of the RFP.	30	As per Functional Score calculated in Appendix-C	The bidder must furnish screenshots to confirm the availability of the specified requirement. Please ensure that the numbering of the screenshots matches the requirement number outlined in Table A of Appendix C in the RFP.
5	Technical Presentation and Platform Demo: Eligible bidders will be required to provide a demo of the offerings and availability of features as mentioned in	40	A committee of executives shall objectively assess the capability of the bidder during the interaction.	Bidders would be called for a presentation at a notice of minimum 3 working days.

	Appendix C. They may provide the demo with use cases. Evaluation criteria for the demo will be based on the quality of the user interface (UI) and user experience (UX) of the learning platform, as well as the extent to which the features meet Bank's requirements.		The presentation and demo should be on following points: - Understanding of the Bank's business context and needs - Approach and methodology for project implementation - Outline of work - plan with activities, key milestones and time frame for completion of different activities. - Approach and best practices for managing risk and contingency plan for implementation of the project in the given timeframe - Product Demo
	Total Marks	**100**	

Note:

1. The solution proposed in response to this RFP should fulfill all the eligibility criteria.

2. Bidders must score a minimum of 60% marks to qualify for Commercial evaluation. Scores on parameters 1 to 3 will be normalized for start-ups. Start-ups will be assigned a score corresponding to the percentage score earned on criteria 4 and 5. Therefore, in technical evaluation, parameters mentioned under 1 to 3 do not in any manner be quantified for evaluating the score of startups to compete with the other non-startup bidders, thereby providing the relaxation in prior turnover and prior experience, in accordance with Startup policy of GOI.

Appendix - S

CYBER SECURITY REQUIREMENTS

1. Secure Design

(a) Develop, implement, maintain and use best in class industry proven security controls that prevent the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. Follow industry standards such as OWASP, SANS, NIST frameworks during design and development phase.

(b) The platform should support strong authentication controls like multifactor authentication

(c) The platform should have strong authorization controls. Solution to have controls for prevention against unauthorized data access and distribution. User and admin access control management to be provided as part of solution. Access control to be based on least access privilege principle. The Bank or team assigned by the Bank will be reviewing all access controls mechanism defined.

(d) The solution should be capable of integrating with the existing single sign on facility of the Bank.

(e) While developing the interfaces, the Bidder must ensure and incorporate all necessary security and control features within the application, OS, database, network etc., as per OWASP, SANS standards so as to maintain confidentiality, integrity and availability of the data.

(f) Wherever applicable, the solution to have strong file level validation controls for size, type and content. There should be preventive control against malware. Files should be scanned for any malicious content in a controlled sandbox environment.

(g) The file store locations need to be secured. Strong cryptographic controls to be supported. Such controls should be compliant as per Industry standards such as FIPS-140, level 2 or higher. The encryption should support data while in transit or rest. All encryption keys should be stored in secured location (such as HSM) with limited access as per NIST framework.

2. Secure Development

(a) The solution should adhere to the S-SDLC (Secure System Development Lifecycle) process and practices as per the Bank's IS policy.

(b) Bidder to adhere to the security plan as per the S-SDLC activities and should incorporate it into the Project Plan before getting it approved from the Bank

(c) Developers should be skilled in secure coding and OWASP Top ten vulnerabilities.

(d) Code should be developed as per secure coding practices and reviewed to ensure the same.

3. Secure Deployment

(a) The solution for sandbox type environment should be isolated from production environment where data originating from external source could be processed & validated for any malicious content/code before being sent to internal system.

(b) All the hardware or required components should be shipped directly from OEM to the Bank's premises.

(c) Bidder should enforce process and policies such that only authorized users should have access to the source code.

(d) Test data shall be selected carefully and protected and controlled.

(e) The source code should be maintained in a version-controlled environment that provides for logging and audit of all activities performed on source code.

(f) Development, test, staging and production environment must be physically and logically separated

from one another as far as possible.

(g) The solution should ensure there should be no data leakages by implementation of distributed programming frameworks. The solution should secure data storage and logs. Auditing should be enabled to track each activity.

(h) All the underlying infrastructure components such as OS, servers (web, application, and database) or any product should be hardened on each environment before being made functional.

(i) Logging should be defined properly so that in the eventuality of the application being targeted or even compromised it is important for the organization to be able to carry out forensics of the attack as part of its incidence response framework.

(j) Bidder should provide the support for integration of the application with Web Application Firewall (WAF) and provide the requisite details to WAF Team for implementation of the same.

(k) Bidder should provide the support for integration of the application with Intrusion Prevention System (IPS) and the requisite details to IPS Team for implementation of the same.

(l) The bidder should provide support for integration with SIEM (Security Information and Event Management), DAM (Database Activity Monitoring), and other available tools.

4. Security Assessment

(a) Wherever applicable, the bidder to conduct SAST (Static Application Security Testing) & DAST (Dynamic Application Security Testing) and provide detailed reports of the same or the Bank may conduct the SAST. The bidder should close all the vulnerabilities which should be revalidated by conducting SAST & DAST again.

(b) The bidder should provide full support to Security Review, VAPT and Risk Assessment of all platforms conducted by the Bank.

(c) Standards Benchmark - To ensure that all parties have a common understanding of any security issues uncovered, the independent organization that specializes in Information security shall provide a rating based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and Mitre's Common Weakness Enumeration (CWE).

5. BCP - DR

The selected bidder should develop a disaster recovery plan for restoration of the system in the event of a disaster or major incident. The Disaster Recovery (DR) Plan should be tested prior to the go-live to verify DR readiness. Ensure the promotion of the build to production environment is done in a secure manner and the production environment is ready for the system go-live.

6. Secure use of Open Source

(a) The Implementation of open-source technologies should be taken up in compliance with the Information Security (IS) policy of the Bank.

(b) The bidder to provide full support in implementation and maintenance for the open-source technologies in terms of upgradation, patching, etc.

(c) The bidder should provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code should undergo SAST.

(d) Developer shall disclose all binary executables (i.e. compiled or byte code; source code is not required) of the software, including all libraries or components.

(e) Developer shall disclose the origin of all software and hardware components used in the product including any open source or 3rd party licensed components.

7. Security Compliance to Policies and Process

(a) The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems. Bidder will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by the Bank.

(b) The Bank will have the right to audit the bidder's people, processes, technology, etc. as part of the Vendor security risk assessment process.

(c) Solution should also be compliant to Indian Information Technology Act, 2000 (along-with amendments as per Information Technology (Amendment) Act, 2008) and any applicable data privacy & protection Act.

(d) The system should be fully compliant with ISO27001 controls/standards.

(e) All personnel who will be part of this engagement should agree to the terms and conditions of NDA and sign in with the Bank.

8. Security for Support & Maintenance

(a) Bidder should follow all the process defined by the Bank like Incident, Change, Release and Patch Management

(b) Static application security testing and dynamic application security testing should be conducted by the bidder for any change request involving a design or code change. All gaps identified will be fixed by Bidder prior to go-live.

(c) The Bank reserves the right to conduct further security testing of the source code and the system by either the Bank personnel or another party. Any gap identified during this testing will be fixed by Bidder at no extra cost to the Bank.

(d) Configuration items such as computers and other devices, software & hardware contracts and licenses, third party tools and business services which are related to the application should be disclosed.

(e) Bidder will resolve security incidents as per the agreed SLAs.

(f) All user and technical access will be granted as per the Role Based Access Control (RBAC) matrix approved by the Bank. All access will be reviewed as per defined frequency and during control points e.g. when a team-member leaves the team or organization.

(g) Information Security controls will be enforced when moving production data into non-production environments e.g. masking sensitive data during the cloning process. Audits will be conducted by the Bank to ensure security controls sustenance. Any gap identified will be remediated by the bidder.

(h) Bidder shall share the source code of the procured application. In case the source code is not to be shared, the bidder shall provide certificate from regulator approved security auditors, confirming that the code is free from all code related vulnerabilities.

(i) Bidder shall ensure compliance with all government, regulatory and Bank's internal security prescriptions, in respect of the product under procurement.