STATE BANK OF INDIA
REQUEST FOR PROPOSAL (RFP)
FOR
AWARD OF CONTRACT FOR
e-LEARNING CONTENT DEVELOPMENT
(e-Lessons, e-Capsules, m-Nuggets)

RFP No. SBIIT/eL/MCV/20-21/CDV/1
Dated: 29.04.2020
RFP Signature Page

Request for Proposal

For: AWARD OF CONTRACT FOR e-LEARNING CONTENT DEVELOPMENT (e-Lessons, e-Capsules, m-Nuggets)

Return Bid Proposal to
The Deputy General Manager (e-Learning),
e-Learning Department, SBIIT
# 8-2-695,, Road No.12,
Banjara Hills, Hyderabad-500034.
(Tel : 040-23388042, 45)
(Fax : 040-23388051,23388050)

Contract Effective Date: Date from the signing of agreement
Contract Expiration Date: Two years from the date of signing agreement - extendable further for a period of six months on existing rates, terms & conditions, at the sole discretion of the Bank.

Procurement Services Buyer:
e-Learning Department
SBIIT,
#8-2-695, Road No.12,
Banjara Hills, Hyderabad – 500034.

1. Bid proposals must be received on or before 18 – 05 – 2020, 5.00 p.m. at the following address:
   e-Learning Department
   SBIIT, # 8-2-695, Road No.12,
   Banjara Hills, Hyderabad-500034.
   (Note : Facsimile, e-mail proposals will not be accepted):

2. The Bidder/Applicant must sign this RFP Signature Page.

3. The Bid Proposal must include all Price Information. Proposal Prices shall include delivery of all items. Price Quotes must be firm throughout the period of contract.

4. All Proposals must be typed or written neatly in legible handwriting in ink.

5. All Corrections, white-outs, erasures, re-striking of type, or other forms of alteration, or the appearance of alteration, must be initialled in ink by the bidder.

6. The Bidder/Applicant must complete and submit with bid, the form for submission of Technical Bid along with the annexures and the form for commercial bid.
7. If the Bidder/Applicant has any doubts, the same have to be notified in writing in advance and it will be clarified in the pre-bid meeting.

8. By signing this RFP Signature Page, the Bidder/Applicant certifies and confirms that the bidder/applicant, its representatives, agents or lobbyists have not initiated any inappropriate contact with any State Bank of India employee during the procurement to attempt to affect the bidding process and shall not do so after submission of the proposal.

9. The Corporate Bidder/Applicant must be registered with the Registrar of Companies and must submit a copy of the Registration Certificate along with the Bid Proposal.

<table>
<thead>
<tr>
<th>To be completed by Bidder/Applicant</th>
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<tbody>
<tr>
<td>10. Name of the firm                :</td>
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<tr>
<td>Address                            :</td>
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<td>Tel                                :</td>
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<td>PAN                                :</td>
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<tr>
<td>TAN                                :</td>
</tr>
<tr>
<td>GST Registration No                :</td>
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</tbody>
</table>

Signature of the Bidder/Applicant attests that the Bidder/Applicant has read, understood, and agrees to all terms, conditions and specifications set forth in the request for proposal including all addenda, furthermore, signature by the bidder/applicant signifies that addenda issued, the Request for Proposal and the Bank’s Standard Terms and Conditions constitute a contract immediately upon notice of acceptance by the Bank for any or all of the items Bid, and for the length of time indicated in the Request for Proposal. Failure to hold prices or to meet any other terms and conditions as defined in the Request for Proposal during the term of the contract shall constitute a breach and may result in contract termination. A defaulting contractor may also be liable, at the option of the Bank, for the difference between the contract price and the price bid by an alternate vendor of the goods or services in addition to the other remedies available.

<table>
<thead>
<tr>
<th>Original Signature of the Bidder/Applicant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
</tbody>
</table>
Table of Contents

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Subject</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Details</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>Overview</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>Purpose</td>
<td>9</td>
</tr>
<tr>
<td>4</td>
<td>Invitation</td>
<td>9</td>
</tr>
<tr>
<td>5</td>
<td>RFP Terminology</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Eligibility Criteria</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>Scope</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>Disclaimer</td>
<td>22</td>
</tr>
<tr>
<td>9</td>
<td>Earnest Money Deposit(EMD)</td>
<td>23</td>
</tr>
<tr>
<td>10</td>
<td>Bidding Document</td>
<td>24</td>
</tr>
<tr>
<td>11</td>
<td>Bidding Process</td>
<td>25</td>
</tr>
<tr>
<td>12</td>
<td>Preparation and Submission of Bids</td>
<td>26</td>
</tr>
<tr>
<td>13</td>
<td>Opening and evaluation of Bids</td>
<td>30</td>
</tr>
<tr>
<td>14</td>
<td>Award &amp; Signing of Contract</td>
<td>31</td>
</tr>
<tr>
<td>15</td>
<td>Subcontracting</td>
<td>32</td>
</tr>
<tr>
<td>16</td>
<td>Patent Rights</td>
<td>32</td>
</tr>
<tr>
<td>17</td>
<td>Powers to Vary or Omit Work</td>
<td>33</td>
</tr>
<tr>
<td>18</td>
<td>No Waiver of Bank Rights or Successful Bidder’s Liability</td>
<td>34</td>
</tr>
<tr>
<td>19</td>
<td>Inspection and Audit</td>
<td>34</td>
</tr>
<tr>
<td>20</td>
<td>Cancellation of Contract</td>
<td>34</td>
</tr>
<tr>
<td>21</td>
<td>Delays in the Vendor’s performance in successful implementation of the project</td>
<td>35</td>
</tr>
<tr>
<td>22</td>
<td>Termination for Default</td>
<td>35</td>
</tr>
<tr>
<td>23</td>
<td>Force Majeure</td>
<td>35</td>
</tr>
<tr>
<td>24</td>
<td>Termination for Insolvency</td>
<td>36</td>
</tr>
<tr>
<td>25</td>
<td>Governing Law and Disputes (Applicable in case of successful bidder only)</td>
<td>36</td>
</tr>
<tr>
<td>26</td>
<td>Governing Language</td>
<td>37</td>
</tr>
<tr>
<td>27</td>
<td>Governing Law</td>
<td>37</td>
</tr>
<tr>
<td>28</td>
<td>Notices</td>
<td>37</td>
</tr>
<tr>
<td>29</td>
<td>Taxes and Duties</td>
<td>37</td>
</tr>
<tr>
<td>30</td>
<td>Vendor’s Obligation</td>
<td>38</td>
</tr>
<tr>
<td>31</td>
<td>Services</td>
<td>38</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>Terms and Conditions</td>
<td>38</td>
</tr>
<tr>
<td>32.</td>
<td>Cost Proposal</td>
<td>40</td>
</tr>
<tr>
<td>33.</td>
<td>Method of Evaluation for Award of Contract</td>
<td>47</td>
</tr>
<tr>
<td>34.</td>
<td>Annexure A – Bid Covering Letter</td>
<td>48</td>
</tr>
<tr>
<td>35.</td>
<td>Annexure B – Bidder Details &amp; Eligibility Criteria</td>
<td>49</td>
</tr>
<tr>
<td>36.</td>
<td>Annexure C – Technical Bid</td>
<td>53</td>
</tr>
<tr>
<td>37.</td>
<td>Annexure D – Reputed Clients Bidder is working with</td>
<td>54</td>
</tr>
<tr>
<td>38.</td>
<td>Annexure E – Commercial Bid</td>
<td>56</td>
</tr>
<tr>
<td>39.</td>
<td>Annexure F – Level of User Interactivity</td>
<td>58</td>
</tr>
<tr>
<td>40.</td>
<td>Annexure G – Non Disclosure Agreement</td>
<td>59</td>
</tr>
<tr>
<td>41.</td>
<td>Annexure H – Compliance Statement</td>
<td>64</td>
</tr>
<tr>
<td>42.</td>
<td>Annexure I – General Guidelines / Standards for Content Development for e-lessons/e-Capsules/m-nuggets</td>
<td>65</td>
</tr>
<tr>
<td>43.</td>
<td>Annexure J – Raw Content for Model e-Lesson to be developed as part of RFP.</td>
<td>75</td>
</tr>
<tr>
<td>44.</td>
<td>Check List</td>
<td>79</td>
</tr>
</tbody>
</table>
## BID DETAILS

<table>
<thead>
<tr>
<th></th>
<th>BID DETAILS</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Date of commencement of Bidding Process (Posting of Tender Document on Web Site/Publication of Tender)</strong></td>
<td><strong>Date: 29 – 04 – 2020 Time: 10.00 a.m.</strong></td>
</tr>
<tr>
<td>2</td>
<td><strong>Last date and time for downloading Bidding Documents</strong></td>
<td><strong>Date: 17 – 05 – 2020 Time: 5.00 p.m.</strong></td>
</tr>
<tr>
<td>3</td>
<td><strong>Last date and time for receipt of written queries for clarification from bidders</strong></td>
<td><strong>Date: 05 – 05 – 2020 Time: 5.00 p.m.</strong></td>
</tr>
<tr>
<td>4</td>
<td><strong>Pre-Bid Meeting (if needed)</strong></td>
<td><strong>Date: 11 – 05 – 2020 Time: 3.00 p.m.</strong></td>
</tr>
<tr>
<td>5</td>
<td><strong>Last Date and Time for Bid Submission</strong></td>
<td><strong>Date: 18 – 05 – 2020 Time: 5.00 p.m.</strong></td>
</tr>
</tbody>
</table>
|6  | **Date and Time of Technical Bid Opening** | **Date: 20 – 05 – 2020 Time: 11.00 a.m.**
Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives |
<p>|7  | <strong>Place of opening of Bids</strong> | The Deputy General Manager (e-Learning), e-Learning Department, SBIIT, # 8-2-695,, Road No.12, Banjara Hills, Hyderabad-500034. (Tel : 040-23388042,45) (Fax : 040-23388051,23388050) |
|8  | <strong>Address for communication ( Bank )</strong> | The Deputy General Manager (e-Learning), e-Learning Department, SBIIT, # 8-2-695,, Road No.12, Banjara Hills, Hyderabad-500034. (Tel : 040-23388042,45) (Fax : 040-23388051,23388050) Email: <a href="mailto:dgm.el@sbi.co.in">dgm.el@sbi.co.in</a> |
|9  | <strong>Application Money ( Cost of RFP)</strong> | Rs. 10,000/- (Ten thousand only) to be remitted online to SBIIT Drawing and collection account, No. 39223897724 : IFS Code : SBIN0008022 The cost of RFP is non-refundable. Proof of Online Payment to be enclosed along with the Technical Bid. Technical Bid without application money receipt will be rejected. |</p>
<table>
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<tr>
<th>10</th>
<th>Earnest Money Deposit</th>
<th>Rs. 3,00,000.00 (Rupees Three Lac only) to be remitted online to SBIIT Drawing And collection A/c. No. 39223897724 IFS Code. SBIN0008022 by all the bidders/applicants who qualify in the Technical bid, before opening of Commercial bid. The EMD will be retained by the Bank as interest free security deposit for the period of agreement from the date of execution of the agreement by the shortlisted Bidders/applicants. The same would be returned to all the other bidders/applicants who are not short listed (without any interest). The successful bidders will not be permitted to withdraw the EMD during the currency of the agreement for any reason whatsoever.</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Initial Terms of Contract and Renewals and Period of Contract</td>
<td>The contract is for a period of 2 years and may be extended for a further period of six months on existing rates, terms and conditions, at the sole discretion of the Bank.</td>
</tr>
<tr>
<td>12</td>
<td>Bidder Contact Details</td>
<td>Bidder to Provide following information: 1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. e-mail</td>
</tr>
<tr>
<td>13</td>
<td>Date of Commercial Bid Opening</td>
<td>Date: <strong>22 – 05 – 2020</strong> Time: 11.00 a.m. Or On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of Bidder may be present during opening of Commercial Bid. However Bids would be opened even in the absence of any or all of the bidder’s representatives.</td>
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1. Overview

State Bank of India is India’s largest Bank with a network of over 23000+ branches spread across India. Bank also has presence in 36 countries across the globe. The Bank has a well-established Training System. The system comprises of Apex Training Institutions and State Bank Learning Centres across the country. The apex institutions are:

- State Bank Institute of Consumer Banking, Hyderabad (SBICB)
- State Bank Institute of Credit & Risk Management, Gurugram (SBICRM)
- State Bank Institute for Rural Banking, Hyderabad (SBIRB)
- State Bank Institute of Innovation & Technology, Hyderabad (SBIIT)
- State Bank Institute of Human Resources Development, Indore (SBIHRD)
- State Bank Institute of Leadership, Kolkata (SBIL)

The State Bank Institute of Learning and Development (SBILD) Centres are located across the length and breadth of the country. The Bank, true to its commitment to Human Resources Development, has a Training Philosophy that ‘Training in State Bank is a proactive, planned and continuous process, as an integral part of Organisational Development. It seeks to impart Knowledge, improve Skills and re-orient attitudes for individual growth and organizational effectiveness’. In terms of Training Methodology the Bank has adopted e-Learning mode apart from class room training, involving Lectures, Group Discussions, Case Studies, Structured Exercises, Audio visuals, Project Work, Lab Training with Hand holding support and CBTs etc. On-Site training at operational units like Branches and Administrative Offices under Visiting Faculty Scheme, Distance Learning and Research Publications, Deputation to training programmes conducted by outside agencies on a selective basis etc., are some of the major components of the Training System of the Bank. To augment the classroom training process, State Bank of India is developing and deploying customised e-Learning Lessons, e-Capsules and m-Nuggets for teaching its geographically dispersed staff about its business processes, general business & IT skills etc. The Bank has already implemented Intranet/Internet based e-Learning System.
2. Purpose

The State Bank of India is requesting proposal for Award of Contract to the selected Bidder(s) for Content Development of e-Lessons, e-Capsules, m-Nuggets for State Bank of India & its non-Banking Subsidiaries, Associates and Joint Ventures (SBI Capital Markets, SBICAP Securities, SBI DFHI, SBI Life, SBI cards, etc) hereinafter collectively referred as State Bank of India (SBI)

The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for Design and Development of latest version of SCORM (Sharable Content Object Reference Model) / AICC (Aviation Industry Computer Based Training Committee) Compliant e-Learning Lessons, e-Capsules, m-Nuggets to be developed in HTML5 and also compatible with Screen Reading Software’s (e.g. JAWS, etc.,) based on the contents provided by the Bank for hosting on the e-Learning portal of State Bank of India. The Lessons, capsules, nuggets will be on various topics related to Banking, Management, Technology, Soft skills, HR and Marketing of Banking products etc.

3. Invitation

The bidders desirous of taking up the project for supply of above solution for SBI are invited to submit their technical and commercial proposal 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 the Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the above solution as per Bank’s requirement outlined in this RFP.

This RFP is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with a selected Bidder(s).
4. **RFP Terminology**

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

4.1 **Bidder/ Service Provider/ System Integrator** – An eligible entity/firm submitting a Proposal/Bid in response to this RFP

4.2 **Supplier/ Contractor/ Vendor** – Selected Bidder(s) under this RFP.

4.3 **Bank/Purchaser/Client/SBI** - Reference to the “the Bank”, “Bank” and “Purchaser” shall be determined in context and may mean without limitation “State Bank of India, its joint ventures and subsidiaries”.

4.4 **Proposal / Bid** – the Bidder’s written reply or submission in response to this RFP

4.5 **RFP** – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

4.6 **Solution / Services / Work / System** – “Solution” or “Services” or “Work” or “System” or “IT System” means all 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 and other obligation of the Supplier covered under the RFP.

4.7 **ITB** : Instructions to the Bidder.

4.8 **AICC** : Aviation Industry Computer Based Training Committee

4.9 **Alpha Version** : Draft version of e-Lesson with sample voice over where applicable and other functionalities

4.10 **ATI** : Apex Training Institute

4.11 **Beta Version** : Draft Version of the e-Lesson with full voice over where applicable and other functionalities

4.12 **CD** : Course Director

4.13 **CBT** : Computer Based Training / Tutorial

4.14 **CD Version** : Final version of the e-Lesson with full voice over where applicable and other functionalities for run without using LMS

4.15 **CSD** : Course Specification Document – Document containing details about the lesson like number of screens, types of screens, Proposed Project Cost, etc.,
4.16 **e-Lesson**: Lesson Prepared for administration through electronic media

4.17 **e-Capsule**: Short duration lessons of 10 to 15 minutes (*without voice over*) of size less than 10 MB

4.18 **m-Nuggets**: Short duration Lessons of 5 minutes duration containing not more than 10 to 12 screens primarily to be viewed through mobiles, tablets and i-pads. Size of the mobile nuggets should be less than 1MB and primarily developed using HTML 5 (No attachments / hyperlinks / animations / voice over)

4.19 **EMD**: Earnest Money Deposit

4.20 **ftp**: File Transfer Protocol

4.21 **Gold CD**: CD containing all the files pertaining to CD version, LMS version, audio files, video files, source files, Approved Story Board (PPT/Word and PDF version) etc., after LMS confirmation from e-Learning department.

4.22 **GUI**: Graphic User Interface

4.23 **IPR**: Intellectual Property Rights

4.24 **L1**: The Lowest offer in the Commercial Bid

4.25 **LMS**: Learning Management System

4.26 **LMS Test Version**: Draft version of the e-Lesson with full voice over and other functionalities for using through the Bank’s LMS.

4.27 **LMS Version**: Final version of the e-Lesson with full voice over and other functionalities for using through the Bank’s LMS.

4.28 **NCR**: National Capital Region

4.29 **RO**: Vendor’s Representative Office

4.30 **SCORM**: Sharable Content Object Reference Model

4.31 **SME**: Subject Matter Expert

4.32 **Storyboard**: Details of Screen-wise text, audio text, video text, Images, graphics /animation etc.

4.33 **Vendor**: Service Provider – Content Development Vendor, awarded contract for content development in the Bank.
5. **Eligibility Criteria**

Bid is open to all Bidders who fulfil the eligibility criteria. The bidder has to submit the details of eligibility criteria as per *Annexure – B*.

6. **Scope**

   6.1 **Scope of work**

   The successful bidders/applicants (hereinafter called “Vendors” unless otherwise stated) shall be required to perform the following tasks/activities:

   a) Design and Development of SCORM/AICC compliant e-Learning Lessons, e-Capsules, mobile nuggets in HTML 5 format, compatible with screen reading software (e.g. JAWS, etc.) based on the content that would be provided by the Bank. The e-Lessons, e-capsules, m-nuggets developed also should be of cross platform compatibility (i.e. Android, Windows, iOS etc.) and also compatible with major browsers (i.e. IE, Mozilla Firefox, Google Chrome, etc.). The design and content will be developed in collaboration with the Bank. The Bank will own it and will have all Intellectual Property Rights on it, exclusively.

   b) Provision of support in deployment of the e-Learning Lessons, e-Capsules, m-Nuggets on Bank’s LMS.

   c) Modification/ updation of the e-Lessons, e-Capsules, m-Nuggets from time to time.

   d) New Technologies to be implemented in content development which will help in reducing the bandwidth and size of files without compromise on quality.

   e) Compliance with the guidelines issued by e-Learning department from time to time with respect to the GUI and navigation functionalities.

6.2 **Content Development Standards**

Vendors should be willing to follow the guidelines relating to Design, Naming Conventions, File organisation (size & type etc), Functional Requirements, Content formation, Content presentation and placement of objects etc. as specified by the Bank. (refer Annexure I)
6.3 Content Development Methodology

The e-Learning Lessons, e-Capsules, m-Nuggets must be created in such a way that ensures widespread access and compatibility for users across the Bank.

Various steps involved in the content development for e-Lessons are as under:

**Step-I: Raw Content** will be provided by the SME to the vendors.

**Step-II:** Vendors will **restructure and rewrite contents** in text format (by chunking and taking care of Learning Objectives, concepts etc) to suit the approach to be adopted for development of the e-Lesson. Vendors (represented by Instructional Designers and developers) shall hold a workshop/discussion with the SMEs/Course Directors to finalise e-Lesson layout (**Course Specification Document- CSD**) indicating table of contents, number of screens, e-Learning Lesson duration, dominant learning style, length of video and Level of user Interactivity etc., Project schedule, **Estimated Project Cost** (budget-after finalising the input contents), Roles and responsibilities of the vendors and the SME; etc. The restructured contents, finalised after discussion with SME/Course Director, will be part of the CSD. **Level of user interactivity** (level I / II / III/) (**Annexure F**) has to be decided at this (CSD) stage. After approval of the Course Specification Document, work will be **awarded** to the vendors, who will advise the SME, the details of their Project Team associated with the e-Lesson.

**Step-III:** Submission of **Storyboard** by the vendors. It should comprise Screen-wise content, video content and other features details, in visual format (PowerPoint presentation etc.,) to enable the SMEs to appreciate the presentation of the content and also in text format for making corrections, if any. The maximum time frame for completing the story board would be 1 week from the date of CSD, before which the story board format will have to be submitted to the SME. After submitting the story board to the SME, the representative of the vendors will have to meet/contact the SME, with prior appointment, for confirmation of the story board after one week from the date of submitting the story board. The vendor shall submit a **revised project** cost of development of the lesson to the SME if necessary (containing the table of contents, number of screens and level of user interactivity etc.). The final cost for the lesson should not exceed by more than 15% of the **revised project cost of the Lesson**, in any case.
**Step-IV:** After approval of the Storyboard, Alpha (Draft) version of the lesson with sample voiceovers (to enable the SMEs to select the appropriate one) will be developed and delivered by the vendors. The maximum time frame for completing the Alpha version would be 1 week from the date of approval of story board. Thereafter the **Beta version** of the e-Lesson, with total voice over (which will be equivalent to CD/DVD version of the e-Lesson) will have to be submitted within a period of one week to SME and e-learning department. The Beta version will be checked for quality by SME and e-learning department. This version will be subjected to dry run and feedback will be collected from a sample of users and will be approved by the SME.

**Step-V:** After approval of the Beta version by the SME, Bank’s **LMS Test version** will have to be developed and delivered by the vendors to e-learning department. The maximum time frame for completing the Bank’s LMS Test version would be 2 days. This LMS version will be checked by e-learning department for its portability and technical quality. The improvements required if any, have to be carried out by the vendor.

**Step-VI:** After incorporating the required improvements (which may be in any area e.g. design, contents, presentation and technical etc.) observed by e-learning department and SME if any, the **final Gold version** [CD/DVD version, Bank’s LMS version final approved CSD – including input contents, story board (both PPT / word and PDF versions) and source code] will have to be delivered by the vendor to e-learning department and the SME / Course Director. The maximum time frame for completing and submission of the final version would be 2 days from the date of confirmation from e-Learning Department with regard to uploading of error free LMS version on e-Learning portal.

**Step-VII:** Deployment support, if needed in view of the Bank’s LMS specific requirements etc., modification / customisation will have to be provided by the vendors.

**Table of time lines for the vendors:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activity</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>1</td>
<td>Preparation of CSD including workshop with SMEs</td>
<td>1 week</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of Storyboard</td>
<td>1 week</td>
</tr>
<tr>
<td>3</td>
<td>Developing Alpha version</td>
<td>1 week</td>
</tr>
<tr>
<td>4</td>
<td>Developing Beta version</td>
<td>1 week</td>
</tr>
<tr>
<td>5</td>
<td>Developing LMS Test version</td>
<td>2 days</td>
</tr>
<tr>
<td>6</td>
<td>Developing and Submission of Final version</td>
<td>2 days</td>
</tr>
</tbody>
</table>

Note: The above mentioned timeline is outer limit / maximum duration for each activity.
Various steps involved in content development for e-Capsules.

**Step I: Raw Content** will be provided by the SME to the vendors.

**Step II:** Vendors will restructure and rewrite contents in text format (by chunking and taking care of Learning Object concept etc) to suit the approach to be adopted for development of the e-Capsule. Vendors (represented by Instructional Designers and developers) shall hold a workshop/ discussion with the SMEs/ Course Directors to finalise e- Capsule layout (**Course Specification Document- CSD**) indicating table of contents, number of screens, e-Learning hours, Project schedule, **Estimated Project Cost** (budget-after finalising the input contents), Roles and responsibilities of the vendors and the SME; etc. The restructured contents, finalised after discussion with SME/Course Director, will be part of the CSD. After approval of the Course Specification Document, work will be awarded to the vendors, who will advise the SME, the details of their Project Team associated with the e-Capsule.

**Step III:** Submission of **Storyboard** by the vendors. It should comprise Screen-wise content and other features’ details, in visual format (Power point presentation etc) to enable the SMEs to appreciate the presentation of the content and also in text format for making corrections, if any. After submitting the story board to the SME, the representative of the vendors will have to meet the SME, with prior appointment, for confirmation of the story board after one week from the date of submitting the story board. The vendor shall submit a revised estimate of the cost of development of the capsule to the SME (containing the table of contents, number of screens and level of user interactivity etc.). The actual cost of the capsule should not exceed 15% of the revised estimate in any case.

**Step IV:** After approval of the Storyboard, Draft version of the capsule will be developed and delivered by the vendors. The draft version will be checked by SME. This version will have to be subjected to dry run and feedback will have to be collected from a sample of users.

**Step V:** After approval of the Draft version by the SME, Bank’s **LMS Test version** will have to be developed and delivered by the vendors to e-learning department. This LMS Test version is to be checked by e-learning department for its portability and technical quality. The observations, if any, have to be effected by the vendor.
**Step-VI:** After incorporating the required improvements (which may be in any area e.g. design, contents, presentation and technical etc.) suggested by e-learning department and SME if any, the **final Gold version** [CD/DVD version, Bank’s LMS version final approved CSD – including input contents, story board (both PPT/word and PDF versions) and source] will have to be delivered by the vendor to e-learning department and the SME/Course Director for uploading of error free LMS version on e-Learning portal.

**Step-VII:** Deployment support, if needed in view of the Bank’s LMS specific requirements etc., modification / customisation will have to be provided by the vendors.

**Table of time lines for the vendors:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation of CSD including discussion with SMEs</td>
<td>3 days</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of Storyboard</td>
<td>3 days</td>
</tr>
<tr>
<td>3</td>
<td>Developing Draft version</td>
<td>3 days</td>
</tr>
<tr>
<td>4</td>
<td>Developing LMS Test version</td>
<td>2 days</td>
</tr>
<tr>
<td>5</td>
<td>Developing and Submission of Final version</td>
<td>2 days</td>
</tr>
</tbody>
</table>

Note: The above mentioned timeline is outer limit / maximum duration for each activity.

**Various steps involved in development of m-nuggets**

**Step I:** Raw Content will be provided by the SME to the vendors.

**Step II:** Vendors will **restructure and rewrite contents** in text format (by chunking and taking care of Learning Object concept etc) to suit the approach to be adopted for development of the m-nugget. Vendors (represented by Instructional Designers and developers) shall hold a workshop/ discussion with the SMEs/ Course Directors to finalise m-nugget layout (**Course Specification Document- CSD**) indicating table of contents, number of screens, e-Learning hours, Project schedule, **Estimated Project Cost** (budget-after finalising the input contents), Roles and responsibilities of the vendors and the SME; etc. The restructured contents, finalised after discussion with SME/Course Director, will be part of the CSD. After approval of the Course Specification Document, work will be **awarded** to the vendors, who will advise the SME, the details of their Project Team associated with the m-nugget.
**Step III:** Submission of Storyboard by the vendors. It should comprise Screen-wise content and other features’ details, in visual format (Power point presentation etc) to enable the SMEs to appreciate the presentation of the content and also in text format for making corrections, if any. After submitting the story board to the SME, the representative of the vendors will have to meet the SME, with prior appointment, for confirmation of the story board.

**Step IV:** After approval of the Storyboard, Draft version of the m-nugget will be developed and delivered by the vendors. The draft version will be checked by SME.

**Step V:** After approval of the Draft version by the SME, Bank’s LMS Test version will have to be developed and delivered by the vendors to e-learning department. This LMS Test version is to be checked by e-learning department for its portability and technical quality. The observations, if any, have to be effected by the vendor.

**Step-VI:** After incorporating the required improvements (which may be in any area e.g. design, contents, presentation and technical etc.) suggested by e-learning department and SME if any, the final Gold version [CD/DVD version, Bank’s LMS version final approved CSD – including input contents, story board (both PPT/word and PDF versions) and source] will have to be delivered by the vendor to e-learning department and the SME/Course Director for uploading of error free LMS version on e-Learning portal.

**Step-VII:** Deployment support, if needed in view of the Bank’s LMS specific requirements etc., modification / customisation will have to be provided by the vendors

**Table of timelines for the vendors:**

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</table>

Note: The above mentioned timeline is outer limit / maximum duration for each activity.
6.4 Payment Terms

The Bill has to be submitted to the SME along with Gold CDs/DVDs (two sets, One to SME and one to e-learning Department). Payment will be released by the concerned SME after ascertaining the quality of e-Lessons/e-capsules/m-nuggets and technical verification from e-Learning department.

If the Bank decides to drop development of any portion of the Lesson/capsule/m-nugget or the Lesson/capsule/m-nugget itself, after signing-off of the CSD or at any of the above stages, the Bank will compensate the vendor on pro-rata basis for their efforts. However, if a portion of a Lesson at any stage is dropped, Bank will make payment for that portion of the Lesson which would be dropped (e.g. if 40 screens out of 100 screens prepared at story board stage of a Lesson have been dropped, reimbursement of efforts for preparing 40 screens will be made). In this regard it may please be noted that the applicable taxes e.g. service tax, etc. will be borne by the Bank if claimed by the vendor.

6.5 Penalty

Bank reserves the right to levy penalty if the e-Lesson/e-capsule/m-nugget is not developed to the Bank’s satisfaction or within the project’s time frame or both, as the case may be. The Bank reserves the right to levy penalty as under:

a. **Delay in Adhering to time lines/Schedule**: Time & quality are the essence of the course development. The vendor will have to strictly adhere to the time schedules specified elsewhere in the document, failing which penalties will be levied at the rate of Rs.200/- per day in all stages of development (maximum Rs.10000.00 for the entire lesson/e-capsule/m-nugget on account of delay in adhering to the time schedule).

b. **Non-compliance with Instructions**: It will be vendor’s responsibility to ensure that all the changes/improvements as required by the SME for the entire lesson/capsule/m-nugget (advised by SME during the course of development/ updation of an e-Lesson/e-capsule/m-nugget) have been carried out even without verification from the SME. In case of failure, a penalty @ Rs.500/- per incomplete/wrong submission will be levied from
the vendor (subject to a maximum of Rs. 10,000/- for the entire lesson/e-capsule/m-Nugget).

c. The vendor has to submit 2 CDs/DVDs containing Gold version (with all deliverables) one to the SME and the other to the e-Learning Department, within 15 days from the date of porting of the e-Lesson/e-capsule/m-nugget into the portal, failing which a penalty upto 25% of the bill amount will be levied.

d. In any one instance, maximum penalty levied for a lesson/e-capsule/m-nugget will not extend beyond 25% of the cost of developing the lesson/e-capsule/m-nugget.

6.6 Recovery

a. Recovery by the client and refund by the vendor (including payment of penalty etc.) have been used interchangeably in this document. Wherever the situation warranting recovery of any amount by the client arises, it will mean that the vendor will refund the amount latest within 10 days after the claim is made by the client, pending settlement of dispute, if any.

b. The Bank reserves the right to appropriate any monies due to it from the vendor, either for advance payments made or for penalties levied, from the security deposit made by the vendor. In such case, the vendor will have to replenish the security deposit to bring it to the amount mentioned under the relevant paragraph. No job will be allotted to such vendors till the security deposit amount is resubmitted in full.

6.7 Project Management

6.7.1 Resource Allocation

The vendors should give a clear indication of the resources available with them, including human resources and the resources that will be provided for each topic allotted to them for development of an e-Lesson. The vendors should also indicate their capacity to take up the design & development of multiple e-Lessons simultaneously. Development team with subject matter knowledge & vertical market experience & expertise would be desirable.
6.7.2 Multi Location

The e-Lesson/e-capsule/m-nugget contents will have to be integrated with the LMS adopted by the Bank, to be hosted on the Bank's e-Learning portal. The content input (raw content) for the e-Lesson/e-capsule/m-nugget content development, during the initial phase will be provided by SMEs (faculty members) located in the Apex Training Institutes situated at present at Hyderabad, Gurgaon and Indore and SBILDs (across India) and the Corporate Centre, Mumbai or any other place as may be decided by the Bank. The vendor's representative may have to interact with the SMEs at these centres and with the e-Learning Department, at no additional cost to the Bank.

6.8 Deliverables

Deliverables will have to be submitted in the form of two GOLD CDs one to the e-learning department and one to the SME concerned which includes Course Specification Document, Final approved Storyboard (PPT/ Word Version of the Story Board and PDF version), Source files, Alpha version, Beta version, LMS Test version (for Bank’s LMS) and final versions as mentioned under the head ‘Content Development Methodology’. Necessary Plug-ins shall be provided by the vendor along with the final Product. All the deliverables will be owned by the Bank.

- The deliverables submitted by the vendor will have to be approved by the SME. The SME may approve the deliverables in the form they are delivered in full or the approval may be partial subject to some changes/amendments based on their observations. In such cases the vendor need not submit the Lesson/e-capsule/m-nugget for approval again, after incorporating those changes and must ensure that before they deliver the next deliverables all such changes have been duly incorporated. However, If at a later stage it is found that all the amendments/ changes as suggested by the SME were not carried out and that more than three omissions are found in any deliverables, such deliverables will not be taken up for further evaluation. Further, penalties will be levied for lapses as per the Penalty clause mentioned elsewhere in this RFP.
• It will be the responsibility of the vendor to ensure that all the changes/ bugs reported are removed before moving to next phase of development. Changes to be made if any by SMEs in the content will be restricted upto Alpha stage only and without any additional cost to the Bank. However, in exceptional circumstances, changes in content and design required by the SMEs subsequently (i.e. from Beta version), vendor will incorporate such changes/ improvements with additional costs as per the efforts required as mentioned in the Modification/ updation of the content mentioned above in addition to the original cost of development undertaken. However, vendor has to carry out the changes suggested by e-Learning Department in respect of portability and technical quality as mentioned in steps IV and V of Para 6.3 for e-Lessons and step V for e-capsules and m-Nuggets, without any additional cost.

• The Vendor will have to submit a softcopy of all deliverables viz., CD/DVD version, SCORM compliant (latest/ acceptable version), Bank’s LMS Version and source files of the e-Lesson, e-Capsule and m-Nugget ( called final gold version) ensuring that they are submitted bug free & Virus free. Two CDs/DVDs / Pen drive (one to e-Learning department and the other to SME) have to be provided, before claiming payment.

• The vendor will have to provide certificate & Gold CD/DVD on the lines of the formats decided by the Bank before claiming payment.

• The ownership of the shell program used for designing the e-Lesson e-Capsule and m-Nugget belongs to the Client (SBI) and, therefore, the vendor will have to share the source of the shell program with the Bank only.

6.9 Warranty/Support/Maintenance

The vendors will have to provide support for the e-Lesson/e-capsule/m-nugget for any shortcomings that may arise on account of lapses/deviations/defects in development of the e-Lesson/e-capsule/m-nugget during the period of 6 months without any cost to the Bank. The vendors will have to provide support for incorporating modifications to/updation of the e-Lesson/e-capsule/m-nugget developed till the vendor is on the Bank’s panel.

The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
The Vendor should comply with Bank’s key concern areas. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank

7. **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. **No contractual obligation whatsoever shall arise from the RFP process unless SLA has been signed by duly authorized officers of the Bank with the selected Bidders.**

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 part of this RFP or arising in any way for participation in this Bid Stage.

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.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and 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 in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8. **Earnest Money Deposit (EMD)**

Bidder who qualify in the technical bid has to submit the EMD of Rs. 3,00,000/- (Rs. Three lacs only) as Bid Security payable online to SBI Drawing and collection a/c No. 39223897724 IFS Code SBIN008022. Bidder who has not paid the EMD before opening of Commercial Bid will be disqualified from further participation.

EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

The EMD of the unsuccessful bidders will be returned without any interest thereon, as early as possible. Successful Bidders EMD will be retained till the currency of the agreement and no interest will be paid on this amount. The Bank reserves the right to appropriate any amounts due to it from the vendor from the EMD.
If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

9. **Bidding Document**

9.1 **Cost of Bidding**: The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9.2 **Content of Bidding Document**

9.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, **Functional Requirement Specifications (FRS)**, Eligibility Criteria, Technical Bid and Commercial Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

9.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document carefully. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.
9.3 Clarifications & Amendments

9.3.1 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 substance of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

9.3.2 The Bidder requiring any clarification of the bidding documents should submit written queries on or before (DATE) 05 – 05 – 2020 5.00 PM

The Deputy General Manager (e-Learning),
e-Learning Department,
SBIIT,
# 8-2-695, Road No.12,
Banjara Hills, Hyderabad-500034.
(Tel : 040-23388042,54)
(Fax : 040-23388051,23388050)

9.3.3 At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.

9.3.4 Any clarification issued by SBI will be in the form of an addendum/corrigendum and will be available in SBI’s website - https://bank.sbi/ - under Procurement News Section.
The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. The bidders should check the Bank’s site at regular intervals to know whether any addendum or corrigendum has been upload/issued by the Bank.

10. Bidding Process

10.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other a Commercial Bid, both to be submitted together in one common big envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agreeable to comply with all terms and conditions specified in this document will be evaluated for technical specifications. No conditional bids will be
accepted. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.

11. Preparation and Submission of Bids
11.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

11.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

11.3 Technical bid should comprise of one hard copy and one soft copy (Word format). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as “TECHNICAL BID”. The soft copy of the technical bid should be submitted on a CD sealed in an envelope marked as “SOFT COPY OF TECHNICAL BID”. These two sealed envelopes should be placed in a single sealed envelope super scribed as “Technical bid for Content Development for SBI e-Learning”.

The technical bid should consist of the following:

i. Proof / Confirmation of Remittance of Application Money as specified in this document
ii. A letter on bidder’s letterhead mentioning
   a) Technical competence and experience of the bidder
   b) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
   c) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure B.
   d) Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid.

iii. Bidders information as per Annexure D on bidder’s letter head
iv. Audited balance sheets and profit and loss account statement for last 3 years
v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
vi. Response to all points of the Technical evaluation format as per Annexure C
11.4 Bidder should submit commercial bid as per Annexure E of the bid document. The Commercial bid should comprise of one hard copy and one soft copy (Word/Excel format). Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as “COMMERCIAL BID”. The soft copy of the commercial bid should be submitted on a CD sealed in an envelope marked as “SOFT COPY OF COMMERCIAL BID”. These two sealed envelopes should be placed in a single sealed envelope super-scribed as “Commercial bid for Content development for e-Learning of SBI”.

11.5 The bids should be submitted in 2 separate envelopes one for Technical Bid (super-scribed as “Technical bid for Content Development for e-Learning of SBI”) and other for Commercial Bid (super-scribed as “Commercial bid for Content Development for e-Learning of SBI”). Then these two envelopes have to be placed in a common single envelope marked as “Response for the RFP of Content Development for e-Learning of SBI”.

11.6 Bid Prices

The prices should be specified only in “Commercial Bid” and must not be specified at any other place in the bid document. The quotes prices and taxes & statutory levies such as GST, Octroi etc., and other taxes (if any), if applicable, should be specified separately.

*Note: If any taxes to be paid by the Bank same should be mentioned explicitly*

11.7 Revealing of Prices

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so make the bid liable to be rejected & no further communication will be entertained in this regard.

11.8 Pre-Bid Meeting

SBI may, at its sole discretion, organise a pre-bid meeting, to resolve any queries, bidder may have. Any further information will be provided to all bidders on SBI website as corrigendum.
11.9 **Validity of Bids**

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.

11.10 **Bid Integrity**

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the bid without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

11.11 **Format and Signing of Bid**

11.11.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Commercial Bid and other requested information.

11.11.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

11.11.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.
11.11.4 In case of any discrepancies between hard and soft copy, the hard copy will be considered as the base document.

11.11.5 Bid should be typed and submitted on A4 size paper [Times New Roman 12], spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

11.12 Last date of receipt of bids

The bid should be addressed to DGM (e-Learning) at following address up to the time and date mentioned at bid details:

DGM (e-Learning)
State Bank of India
State Bank Institute of Innovation and Technology
8-2-695, Road No.12, Banjara Hills
Hyderabad – 34.

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The Bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

11.13 Bid Currency

Prices shall be expressed in Indian Rupees only.

11.14 Late Submission of bids

Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and/or returned unopened to the bidder at his risk and responsibility. Bank will not entertain any request or communication in this regard.

11.15 Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.
12. **Opening and Evaluation of Bids**

12.1 **Opening of Technical Bid**

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

12.2 **Evaluation Process**

12.2.1 **Preliminary examination**

The bids will be examined by the Bank to determine whether they are complete and whether required application money has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

12.2.2 **Technical Evaluation**

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in *(Annexure B)*) and technical information submitted as per technical bid format *(Annexure C)*, proposed software / service solution, system demonstration of proposed solution, reference calls and site visits. The bidder may highlight the noteworthy / superior features of their solution. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the solution to support all the required functionalities at their cost in their lab / office / in any other organization where solution is in use.
Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score will be qualified for commercial bid.

The bidder should use its tools/utilities/simulators to demonstrate the features laid in the RFP / evaluation criteria

The vendors have to develop a sample e-Lesson of 10 minutes duration on the raw content given as Annexure “I” as per the guidelines enclosed as Annexure “J”. The sample e-Lesson developed by them will be evaluated technically as per the guidelines.

12.2.3 Commercial Evaluation

The envelope containing the Commercial bids of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid is set out in Annexure E. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. However, only 25% + or - variation from the base rate decided by the Bank is permissible.

12.2.4 Final Evaluation

The Bank reserves the right to opt for manual negotiation with any/all bidders who are technically qualified. If such bidders are agreeable to match the item wise prices quoted by the L1 bidders they may be awarded contract by the Bank at its sole discretion.

13. Award & Signing of contract

- The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy are available on the MSME website http://dcmsme.gov.in/pppm.html. This policy is also applicable to procurement of Services.
- In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L-1+15 (Fifteen) percent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (Twenty) percent of total tendered value.
The 20 (Twenty) percent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

- Within this 20% (Twenty percent) quantity, a purchase preference of Four percent [that is, 20 (Twenty) percent out of 20 (Twenty) percent] is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L-1 price). Provided that, in event of failure of such SC/ ST MSE to participate in tender process or meet tender requirements and L-1 price, Four percent sub-target shall be met from other MSE.

- Bidders are required to adhere all the Clauses relating to Public Procurement (Preference to Make In India), Order 2017 issued by Govt. of India from time to time. Bank reserves its rights to initiate appropriate action for false declaration made by any bidder, in accordance with the terms & conditions of the RFP including Public Procurement (Preference to Make In India), Order 2017 or available under any other law time being in force.

- The L1 rate will be decided for each item separately. Since, Bank may choose to procure services for development of e-Content from multiple vendors to reduce dependency on a single vendor, it may, at its sole discretion, offer remaining highest scoring bidders (L2, L3…) to quote the price to match the price/scores/terms, as the case may be, offered by L1.

- SBI will notify successful bidders (L1) that their bids have been accepted immediately after opening of commercial bids and negotiations with the bidders. The Selected bidders have to convey their acceptance to the Bank on the same day before 5.00 p.m in writing (Fax or e mail).

- The successful bidder shall be required to enter into a contract/ SLA with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, NDA ( Non-Disclosure Agreement) as per the Annexure “ G “.

- Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

- The notification of award will constitute the formation of the Contract.

- Until the execution of a formal contract, the Bid document, together with the Bank’s notification of award and the vendor’s acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

- The contract/ agreement will be based on Bidder’s offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

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.

14. Subcontracting

As per scope of the RFP the subcontracting is explicitly prohibited

15. Patent Rights

For any licensed software used by the Vendor for performing services or developing software for the Bank, the Vendor should have right to use as well as right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor or any authorised officer/employee of vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.

The Vendor shall, at their own expenses, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the vendor shall after due inspection and testing get the solution redesigned for SBI at no extra cost.

The vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible therefor, including all expenses and court and legal fees.

The Bank will give notice to the vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The vendor shall grant the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software provided by the supplier, including all inventions, designs and marks embodied therein perpetually.
16. **Powers to Vary or Omit Work**

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 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 bidders 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 bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders 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 Bank confirms his instructions, the successful bidder’s obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable 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.

In any case in which the successful bidder has received instructions from Bank as to the requirement of 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.

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 finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

17. **No Waiver of Bank Rights or Successful Bidder’s Liability**

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations.
for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

18. **Inspection and Audit**

The Bank may, at its discretion, get the products, software’s/hardware’s and services of the finally selected bidders inspected/audited by its internal/external inspectors/auditors. The finally selected bidders and or his/their outsourced agents/sub-Contractors shall facilitate the same.

The selected bidders shall, whenever required, furnish all relevant information, records, and 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 any relevant material information/report.

19. **Cancellation of Contract**

The Bank shall have the right to cancel the contract with the selected bidders at any time during the contract period, by giving a written notice of at least 1 (one) month, for any valid reason, including but not limited to the following reasons:

i) Laxity in following security standards laid down by the Bank

ii) Excessive delay in execution of orders placed by the Bank

iii) Discrepancies/deviations in the agreed processes and/or products

iv) Violation of terms & conditions stipulated in this RFP

20. **Delays in the Vendor’s performance in successful implementation of the project**

Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation/defect in performance by the vendor may result in imposition of penalty (mentioned as per the penalty clause mentioned elsewhere in this RFP) or termination of contract.
21. **Termination for Default**

The Bank shall have the right to terminate this contract/ withdraw a job awarded to the vendor at any phase of development in the event of:

a. In-ordinate delay, attributable to the vendor, in adhering to the delivery schedule.

b. Acceptance criteria on Quality standards are not met even after rework.

c. Vendor declining to incorporate any changes/modifications as desired by the Bank.

The Bank may choose to terminate this contract with one month notice without assigning any reasons whatsoever.

On termination of the contract/ withdrawal of the job awarded to the vendor, the vendor will return all kinds of material/documents received from the Bank and refund all the payments received from the Bank for the job in question immediately, failing which the Bank will have all rights to adjust the amount against claims of the vendor in respect of other job(s) or from the security deposit held with the Bank and/or proceed against in court of law.

22. **Force Majeure**

Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

If Force Majeure situation arises the Vendor shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing, the Vendor 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.

23. **Termination for Insolvency**

SBI may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes Bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such
termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI.

24. **Governing Law and Disputes (Applicable in case of successful bidder only)**

All disputes or differences whatsoever arising between the parties out of or in connection with this RFP/contract 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 this contract, abandonment or breach of this contract), will try to settle amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), may approach the court of law within exclusive jurisdiction of courts at Hyderabad.

25. **Governing language**

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

26. **Governing Law**

The contract shall be interpreted in accordance with the laws of the Government of India.

27. **Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party’s address. For the purpose of all notices, the following shall be the current address:

*The Deputy General Manager (e-Learning),
e-Learning Department,
SBIIT,
# 8-2-695,, Road No.12,
Banjara Hills, Hyderabad-500034.*

(Fax : 040-23388051,23388050)

Email: dgm.el@sbi.co.in

The notice shall be effective when delivered or on the notice’s effective date whichever is later.
28. **Taxes and Duties**

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc, incurred until delivery of the contracted systems to SBI and therefore should be included in the price bid. The quote prices and taxes & statutory levies such as GST, Octroi etc should be specified separately.

*Note: If any taxes to be paid by the Bank same should be mentioned explicitly*

29. **Vendor’s Obligation**

29.1 The vendor is obliged to work closely with SBI’s staff, act within its own authority and abide by directives issued by SBI from time to time.

29.2 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

29.3 The Vendor will treat as confidential all data and information about SBI, 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 SBI as explained under ‘Non-Disclosure Agreement’ in Annexure G of this document.

29.4 If any content development work is assigned by the Bank, the vendor will be obliged to complete the work as per the timelines mentioned elsewhere in the document. Failure to do so will lead to forfeiture of EMD.

30. **Services**

All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.

Bidder should ensure that vendor’s key personnel with relevant skill are always available to the Bank.
31. Terms & Conditions

a) Language of Bid: All bids and supporting documentation shall be submitted in English.

b) SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the vendor.

(a) Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

(b) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

(c) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

(d) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in, before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

(e) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.

(f) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

(g) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

(i) Services Contemplated are no longer required
(ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
(iii) Proposed prices are unacceptable to the Bank
(iv) The Project is not in the best interest of SBI
(v) Any other reason

j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.

k) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

l) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc

m) Bank reserves the right to appoint a consultant at any stage during bidding process.

n) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.

o) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

p) Vendor is not authorized to part with any proprietary and Bank-specific customization of software to any other party.

q) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank’s information/documents etc. Bank may seek details / confirmation on background verification of Vendor’s employees worked/working on Bank’s project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
32. COST PROPOSAL

32.1 Pricing Mechanism and Payment Terms for e-Lessons

The bid price for development of e-Lesson shall be on the basis of types of output screens, as indicated below. The agreed price for development of **Screen and price for Type “A”** shall be as per the lowest (L 1) offer in the Commercial bid finalised in the bidding and price for development of other types would be calculated based on the weighted value as indicated below:

<table>
<thead>
<tr>
<th>Type of screen</th>
<th>Indicative Description</th>
<th>Weighted value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Screens with Text (including animated text), diagrams, graphics, flowcharts, tables etc without animation or with simple animation (generally used for Level-I e-Lessons-as indicated in Annexure - F of RFP)</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>Screens with Text, diagrams, graphics, flowcharts, cartoons, dynamic screenshots etc with animation, comparative (comparison of user input with correct responses for calculations based on offline calculations) etc (generally used for Level-II e-Lessons-as indicated in Annexure - F of RFP)</td>
<td>1.3</td>
</tr>
<tr>
<td>C</td>
<td>Interactive screens having video (animation, lecture, illustration / character / environment based, interactive, conditional navigation etc.), online calculation with validations (diagnostic feedback), games / gamification, with related transcripts displayed alongside 2D animations &amp; of any other complexities (generally used for Level-III e-Lessons-as indicated in Annexure - F of RFP)</td>
<td>1.5</td>
</tr>
<tr>
<td>D</td>
<td>(i) Quiz, feedback/instructions to users and static screenshots, ‘INFO’ and Lesson/module objective screens, (ii) Providing links in the e-lesson: Various documents, which are provided as links under the tabs of GUI like References/Handouts/ FAQs/Dos &amp; Don’ts/Glossary etc, after converting them in PDF or otherwise as desired by the Bank, would be calculated per link.</td>
<td>0.25</td>
</tr>
<tr>
<td>E</td>
<td>Screens having internal windows/ popup(s), tabs etc (generally used for reiteration of learning/ highlights; explaining a concept; making an e-Lesson more Interesting/attractive/effective).</td>
<td>1.1</td>
</tr>
</tbody>
</table>

The above price includes voice over, creation of graphics and animations, etc. wherever required. (exclusive of taxes)

The output screens will be critically evaluated by the client and irrelevant screens will be filtered out.
GUI (Graphical User Interface) related screens e.g. welcome / target / disclaimer / thanking screens will not be counted for the purpose of pricing. The e-Lesson contents should conform to one of the three levels of user interactivity. The level of the user Interactivity in the e-Lesson has been classified as Level-I, Level-II and Level-III as illustrated in Annexure-F. Suitable tool(s) should be used for achieving the learning objective(s) of the e-Lesson/module.

For payment terms, Para 6.4 under ‘Scope of Work’ may be referred.

32.2 Modification/Updation of the content
The Bank may require modification/updation of the e-Lesson, after final delivery and acceptance by the Bank (after Step-VII under the head ‘Content Development Methodology’) on any account (design, content, presentation etc).

As such, the vendors will have to provide support for incorporating modifications to/updation of the e-Lesson developed till the vendor is on the Bank's panel. The charges payable on this count will be based on the changes to be incorporated.

In case the Bank desires that an e-Lesson be migrated to new GUI without making any amendment to its contents etc, vendor will be paid for 10 minutes of efforts/screen, as per the rate quoted in the following paragraph.

The amount payable for amendments to e-Lessons after final delivery by the vendor and acceptance by the Bank shall be as per the lowest (L 1) offer in the Commercial bid finalised in the bidding. Given below is the matrix for calculation of cost of modification/updation of an e-Lesson:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of the change request</th>
<th>Estimated Development / Integration effort in man-hours for completed Lessons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Textual Change (including changes in labels, in linked documents, Deletion etc)</td>
<td>15 Minutes/ Screen</td>
</tr>
<tr>
<td>2</td>
<td>Graphic Change (including increasing and decreasing etc)</td>
<td>01.00 Hour / screen</td>
</tr>
<tr>
<td>3</td>
<td>Audio Change</td>
<td>30 Minutes / screen (with a minimum of 4.00 hours &amp; maximum of 10.00 hours per Lesson).</td>
</tr>
<tr>
<td>4</td>
<td>Adding new functionalities (Applicable in case of GUI Change)</td>
<td>06.00 Hours / functionality</td>
</tr>
<tr>
<td>5</td>
<td>Simulation (Applicable in case of GUI change)</td>
<td>06.00 Hours / simulation</td>
</tr>
</tbody>
</table>
This modification/updation of the e-lesson will have to be undertaken and completed by the vendors as per the timeline shown below:

(i) **If source files are available with the vendor:**
If the source files are available with the vendor, with whom the order for modification/updation of lesson is placed, the time frame for development of Beta version will be 1 week from the date of confirmation by the SME concerned, after approval of the cost estimate given by the vendor. If the modification/update involves major changes in content/voice over, the vendor has to obtain permission from the SME concerned for extension of time.

(ii) **If source files are not available with the vendor:**
If the source files are not available with the vendor, with whom the order for modification/updation of lesson is placed, the time frame for development of Beta version will be 2 weeks from the date of confirmation of the SME concerned, after approval of the cost estimate given by the vendor. If the modification/update involves major changes in content/voice over, the vendor has to get permission from the SME concerned for extension of time.

(iii) **Development of LMS version**
If Beta version is accepted by SME, time frame for development of LMS version will be 1 week.
For any additional screen to be developed on account of addition in contents, the charges for development of such contents will be payable as per the actual rate agreed for development of e-lessons.

### 32.3 Pricing Mechanism and Payment Terms for e-Capsule

**Pricing Model for e-capsule (short duration lesson):**

*Note: There will be a cap on the pricing model for development of e-Capsules as given below:*

- E-capsule development price can’t be more than 60% of e-lesson base price

1. **Price For development of an e-capsule as per the following guidelines:**

   The price for development of e-Capsules shall be on the basis of types of output screens. The agreed price for development of screen type “A”
shall be as per the lowest (L 1) offer in the Commercial bid finalised in the Bidding and price for development of other types of screens will be calculated based on the weighted value, as indicated below:

<table>
<thead>
<tr>
<th>Type of screen</th>
<th>Indicative Description</th>
<th>Weighted value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Screens with Text (including animated text), diagrams, graphics, flowcharts, tables etc without animation or with simple animation</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>Screens with Text, diagrams, graphics, flowcharts, cartoons, dynamic screenshots etc with animation, comparative (comparison of user input with correct responses for calculations based on offline calculations) etc</td>
<td>1.3</td>
</tr>
<tr>
<td>C</td>
<td>i. Quiz, feedback/instructions to users and static screenshots, ‘INFO’ and Lesson/module objective screens,</td>
<td>0.25</td>
</tr>
<tr>
<td></td>
<td>ii. Providing links in the e-capsule:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various documents, which are provided as links under the tabs of GUI like References/Handouts/ FAQs/Dos &amp; Don’ts/Glossary etc, after converting them in PDF or otherwise as desired by the Bank, would be calculated per link.</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Screens having internal windows/ popup(s), tabs etc (generally used for reiteration of learning/ highlights; explaining a concept; making an e-capsule more interesting/attractive/effective).</td>
<td>1.1</td>
</tr>
</tbody>
</table>

The above price includes voice over, creation of graphics and animations, etc. wherever required. (exclusive of taxes)

(2) **For modification/ updation of the contents:**

The client may require modification/updation of the e-Capsule, after final delivery and acceptance by the client, on any account (design, content, presentation etc). As such, the vendor/s will have to provide support for incorporating modifications to/updation of the e-Capsule developed till the vendor/s is on the client's panel. The charges payable on this count will be based on the changes to be incorporated as provided hereafter.

a. In case the client desires that an e-Capsule be updated, vendor will be paid for **10 minutes of efforts/ screen**, as per the rate quoted in the following paragraph.
The amount payable for amendments to e-Capsules after final delivery by the vendor and acceptance by the Bank shall be as per the lowest (L 1) offer in the Commercial bid finalised in the bidding. Given below is the matrix for calculation of cost of modification/updation of an e-Capsule:

**Given below is the matrix for calculation of cost of modification/updation of an e- Capsule:**

<table>
<thead>
<tr>
<th>Effort Estimate for Change Request</th>
<th>Estimated Development / Integration effort in man-hours for completed capsules</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl No</td>
<td>Description of the change request</td>
</tr>
<tr>
<td>1 Textual Change (including changes in labels, in linked documents, Deletion etc)</td>
<td>15 Minutes/ Screen</td>
</tr>
<tr>
<td>2 Graphic Change (including increasing and decreasing etc)</td>
<td>01.00 Hour/ screen or per graphic, whichever is lesser.</td>
</tr>
</tbody>
</table>

For any additional screen to be developed on account of addition in contents, the charges for development of such contents will be payable as per the actual rate agreed for development of e-capsules.

**32.4 Pricing Mechanism for development of Mobile Nuggets.**

The price for development of screen type “A” shall be as per the lowest (L 1) offer in the Commercial bid finalised in the bidding and price for development of other types of screens will be calculated based on the weighted value, as indicated below:

*Note: There will be a cap on the pricing model for development of m-Nuggets as given below:*

*M-nugget development price can’t be more than 30% of e-lesson base price*
**Given below is the matrix for calculation of cost of modification / updation of m-nugget**

<table>
<thead>
<tr>
<th>Type of screen</th>
<th>Description</th>
<th>Weighted value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Screens with Text, tables without animation</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>Quiz, feedback/instructions to users and static screenshots, ‘INFO’ and objective screens</td>
<td>0.25</td>
</tr>
</tbody>
</table>

The client may require modification/updation of the m-nugget, after final delivery and acceptance by the client, on any account (design, content, presentation etc). As such, the vendor/s will have to provide support for incorporating modifications to/updation of the m-nugget developed till the vendor/s is on the client's panel. The charges payable on this count will be based on the changes to be incorporated as provided hereafter.

b. In case the client desires that a m-nugget be updated vendor will be paid for 5 minutes of efforts/screen, as per the rate quoted in the following paragraph.

The amount payable for amendments to m-nuggets after final delivery by the vendor and acceptance by the Bank shall be as per the lowest (L 1) offer in the Commercial bid finalised in the bidding. Given below is the matrix for calculation of cost of modification/updation of an m-nugget:

<table>
<thead>
<tr>
<th>Effort Estimate for Change Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl No</td>
</tr>
<tr>
<td>Description of the change request</td>
</tr>
<tr>
<td>Textual Change (including changes in labels, in linked documents, Deletion etc)</td>
</tr>
<tr>
<td>Estimated Development / Integration effort in man-hours for completed capsules</td>
</tr>
<tr>
<td>5 Minutes/ Screen</td>
</tr>
</tbody>
</table>

For any additional screen to be developed on account of addition in contents, the charges for development of such contents will be payable as per the actual rate agreed for development of e-lessons.

The above price is exclusive of taxes
33. METHOD OF EVALUATION FOR AWARD OF CONTRACT

The Technical bid submitted will be evaluated first. The Commercial bid of only those bidders/applicants, who qualify in the technical bid, will be considered for evaluation.

The criteria proposed to be adopted to award of contract will include, inter alia: Bidder’s / Applicant’s experience with similar projects in size and scope. Technical competency to be assessed based on the Human resources available with the Bidders/Applicants and proposed development tools (HTML5, etc.,) / methodology, sample e-Lessons etc.

- Bidders/Applicants experience in use of LMS/ LCMS.
- Scope for enhancing the project in future / Number of e-Lessons/e-Capsule/m-Nuggets the firm can take up for development concurrently.
- Feedback from the existing clients of the Bidders/Applicants.
- Quality of the sample lesson provided to the Bank based on presentation.
- Annual turnover of the Bidder/Applicant in content development (financials to be submitted – clearly showing the breakup, revenues from content development to be certified by the company’s auditor).
- Bidder/Applicant having Registered Office / representative office in Hyderabad/NCR/State Capitals
- Bidder/Applicant having ISO/CMM certification (copy to be enclosed with RFP)

Proposals will be evaluated as per the marks secured by the bidder/applicant on the basis of the criteria shown above. Cut off marks will be decided later by the Committee. Any incomplete application will be rejected out rightly.
Annexure A

*Bid Covering Letter: To be submitted by the bidder along with Bid documents*

To,
DGM, e-Learning
State Bank Institute of Innovation and Technology
State Bank of India
8-2-695, Road No.12, Banjara Hills
Hyderabad – 34.

Sir,
Our Bid for __________________________

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

2. Bank may follow close or open bidding process as per requirement of the Bank.

3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.

4. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

5. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

6. Vendor means the bidder who is decided and declared so after examination of commercial bids.

7. The name(s) of successful bidder to whom the contract is finally awarded after the completion of commercial bid shall be displayed on the website of the Bank and/or communicated to successful bidder(s).

Yours faithfully,

For:
Signature:
Name:
Annexure B

Bidder Details

Details of the Bidder

1. Name
2. Constitution
3. Date of Incorporation and / or commencement of business
4. Certificate of incorporation (copy to be enclosed)
5. Brief description of the Bidder including details of its main line of business
6. Company website URL
7. 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
   h. PAN
8. TAN/PAN/Service Tax Registration No. etc :

9. Details of Remittance
   Amount :
   Date of Remittance :
   Signature and Seal of Company

Bidder shall appoint an experienced Project Manager dedicated to the project execution. The bidder should provide CV of Project Manager, Lead Instruction Designer and Lead Developer that demonstrates proven experience in executing projects similar in scope and complexity.
Annexure B (contd..)

**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:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must be an Indian firm/ company / organization</td>
<td>Copy of the Partnership deed / Certificate of Incorporation issued by Registrar of Companies and full address of the registered office</td>
</tr>
</tbody>
</table>
| 2.      | The bidder should be in the line of content development for e-Learning, at least for the past two years and must have an annual turnover of minimum Rs. 50,00,000/- (Rupees Fifty Lacs) during the preceding two financial years out of which at least Rs. 20,00,000/- (Rupees Twenty Lacs) should be from content development activity. | 1. Audited Balance Sheet for the preceding three years.  
2. Certificate of the Chartered Accountant regarding the income from content development for preceding two years.  
3. Evidence of Content Development work undertaken/executed by them during the past twelve months. |
| 3.      | The bidder should have earned profit during the preceding year.                      | Audited balance sheet and / or Certificate of the Chartered Accountant                   |
| 4.      | Client references and contact details(email/landline/mobile) of customers for whom the Bidder has executed similar projects. | 1.  
2.  
3. |
| 5.      | Project Management Methodologies                                                     | Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted (Annexure “D”) |
| 6.      | Whether the vendor has carried out any previous content development work with SBI     |                                                                                          |
| 7.      | Whether the vendor has refused to carry out the work awarded by SBI after being selected in the tendering process |                                                                                          |
| 8.      | Litigation / Disputes if any with SBI                                               |                                                                                          |
| 9.      | ISO /CMM Certification                                                                |                                                                                          |
Offer(s) from anyone, having partnership with any other firm(s) / joint proposal / any sort of business partnership(s), will be disqualified.
Failure to provide the above required information may be the cause, for the proposal to be rejected.

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.

Signature

Seal of Company

(Signature and seal of company to be put on both pages of Annexure B)
Annexure B (Contd..)

Details of the Human Resources available with the firm segregated on the categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Name</th>
<th>Qualification</th>
<th>Experience / Skill / Domain</th>
<th>With the firm since</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Managers</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>.....</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructional Designers</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2.</td>
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<td>.....</td>
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<td></td>
</tr>
<tr>
<td>Graphic Designers</td>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>.....</td>
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</tr>
<tr>
<td>Script/Technical writer</td>
<td>1.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>2.</td>
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<td>.....</td>
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</tr>
<tr>
<td>Analyser</td>
<td>1.</td>
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<td></td>
<td>2.</td>
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<td>.....</td>
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</tr>
<tr>
<td>Developer/ Programmer</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Please also mention the Technical skill and experience in using different tools for each of them)</td>
<td>2.</td>
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<td></td>
<td>.....</td>
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<td></td>
</tr>
<tr>
<td>Testers/ Quality Assurance</td>
<td>1.</td>
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<td></td>
<td>2.</td>
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<tr>
<td>Voiceover artist</td>
<td>1.</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>2.</td>
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</tr>
<tr>
<td>Domain Expert</td>
<td>1.</td>
<td></td>
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<tr>
<td>(Please also mention the domain against their names)</td>
<td>2.</td>
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</tr>
<tr>
<td>Hindi Translators</td>
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</tbody>
</table>

Date: 
Authorised Signatories
Seal of the Company
Annexure C

(To be submitted separately for e-Lesson, e-Capsule & m-Nugget)

Technical Bid

Details of sample e-Lesson

Name of the e-Lesson
Duration (Learning Hours)

Total No. Of Screens
- No. Of Static Screens :
- No. Of Screens Level 1 :
- No. Of Screens Level 2 :
- No. Of Screens Level 3 :
- Graphics (in terms of %) :
- Total efforts required to develop the e-Lesson (in terms of man hours) :
- Approximate Commercial Value :

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Required Functionalities/ Features</th>
<th>Compliance (Yes/No) and Supporting Documents</th>
<th>Available as part of solution (Yes / No)</th>
<th>Will be Provided as Customization (Yes / No)</th>
<th>Will be provided as Third Party Solution</th>
<th>Feasible (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>As per the Guidelines (Annexure I)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of Company
### Annexure - D

**Details of Reputed clients the firm is presently working with**

<table>
<thead>
<tr>
<th>Name</th>
<th>Area of Business of the Client</th>
<th>Period of Association with the client</th>
<th>Approximate size of the e-Learning lessons developed for them</th>
<th>Contact person’s name</th>
<th>Designation</th>
<th>Contact No. and e-mail ID.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>1</td>
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<td>2</td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Please enclose testimonials, if any, obtained from your existing clients.

**Details of e-Learning lessons e-Capsule & m-Nuggets developed by the firm during the last 12 months, segregated on the areas**

(If the number of lessons e-Capsules & m-Nuggets is more, please quote your Best 25 lessons e-Capsule & m-Nuggets only and provide the data in the following excel format as well)

<table>
<thead>
<tr>
<th>Area/ Sub-Area</th>
<th>Name of the e-learning lesson/e Capsule/m-Nugget</th>
<th>Level of user interactivity (as indicated in Annexure-F in RFP)*</th>
<th>No. of e-learning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Banking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. General Banking</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Credit (Loans and advances)</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Micro finance and <strong>Rural Business</strong> (Farm/Non Farm sectors)</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. International Banking</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### e. IT Tools used in Banks

1. 
   
### f. Others

1. 
   
### 2. Business Skills

#### a. Soft Skills

1. 
   
#### b. Marketing

1. 
   
#### c. Management

1. 
   
#### d. General topics and others

1. 
   
### 3. Subject / Industry specific (other than Banking)

1. 
   
### 4. IT Related

1. 
   
### 5. Others

1. 
   
---

*not required for e-Capsules/m-Nuggets*

---

**Date:**

**Authorised Signatories**

**Seal of the Company**
Annexure - E

1.a. Format for submission of Commercial Bid for developing e-Learning Contents

Note: There will be a cap on the pricing model for development of e-Capsules as given below:
- E-capsule development price can’t be more than 60% of e-lesson base price
- M-nugget development price can’t be more than 30% of e-lesson base price

a) We quote the rate of content development per screen of type A, as indicated below

<table>
<thead>
<tr>
<th>Type</th>
<th>HTML 5 (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>e-Lesson</td>
<td></td>
</tr>
<tr>
<td>e-Capsule</td>
<td></td>
</tr>
<tr>
<td>m-Nugget</td>
<td></td>
</tr>
</tbody>
</table>

Price for development of other screen types would be calculated based on the weighted value as indicated elsewhere in the RFP (Para 33.1, 33.3, 33.4)

The output screens will be critically evaluated by the Bank and irrelevant screens will be filtered out.

b) The pricing for modification / updation of e-Lessons/e-capsules/m-nugget in Rs. per hour of effort is quoted below: (actual payment to be calculated as per formula given in this document elsewhere)

Note: Per hour updation rate for (English / Hindi) should not exceed 60% of respective base rate per screen.

<table>
<thead>
<tr>
<th>Type</th>
<th>HTML 5 (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>e-Lesson</td>
<td></td>
</tr>
<tr>
<td>e-Capsule</td>
<td></td>
</tr>
<tr>
<td>m-Nugget</td>
<td></td>
</tr>
</tbody>
</table>
c) Conversion of existing e-Lessons / e-Capsules from English to Hindi. Rate per screen of Type “A” (Vendors who have the capability to do this conversion work may quote.)

Note: For existing e-content in English, rates for Hindi conversion cannot exceed 75% of base rate per screen / hour in respective category. However, updating rate for English / Hindi will be the same.

<table>
<thead>
<tr>
<th>Type</th>
<th>HTML 5 (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>e-Lesson</td>
<td></td>
</tr>
<tr>
<td>e-Capsule</td>
<td></td>
</tr>
<tr>
<td>m-nugget</td>
<td></td>
</tr>
</tbody>
</table>

d) Validity of quote is 180 days from the date of submission of the bid.

e) Exception note (if any)

f) Assumptions

g) Others (if any)

Date: Authorised Signatories

Seal of the Company
## Levels of Interactivity

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
<th>Examples of interactivity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level-I</td>
<td>• Informational e-Lessons, focus on awareness</td>
<td>• Linear Back/Next navigation</td>
</tr>
<tr>
<td></td>
<td>• Provides information, with simple interactivities like rollovers. The information is presented in a linear format through a combination of text and simple photographs.</td>
<td>• Multiple Select/Single Select Questions</td>
</tr>
<tr>
<td></td>
<td>• Graphics include simple text animations and are not created afresh (for example, clip art and screenshots).</td>
<td>• True/False Questions</td>
</tr>
<tr>
<td></td>
<td>• Audio may be upto 50% of the text in the screen.</td>
<td>• Drag-and-Drop/Multiple Select/Single Select Questions to facilitate recalling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Case study given as example</td>
</tr>
<tr>
<td>Level-II</td>
<td>• Procedural e-Lessons, focus on application of knowledge and skills</td>
<td>• Drag-and-Drop/ Flip chart/ Multiple Select/Single Select Questions to explain/test understanding concepts</td>
</tr>
<tr>
<td></td>
<td>• Provides information and a fair degree of interactivity. Information may be presented in a non-linear format.</td>
<td>• Fill in the blank questions</td>
</tr>
<tr>
<td></td>
<td>• The design comprises elements (mostly photographs with some illustrations) that enhance the learning experience and includes multimedia elements like customised vector illustrations, 2D animations that are created specifically for the program.</td>
<td>• Short answer/reflective practice questions</td>
</tr>
<tr>
<td></td>
<td>• The e-Lesson will include audio / video. These videos may be comprised of interactive video lectures by experts/artists based on the content</td>
<td>• Software Application simulations for demo</td>
</tr>
<tr>
<td></td>
<td>• Logical and Conditional Branching of screens.</td>
<td>• Simple scenario based learning (offline case study)</td>
</tr>
<tr>
<td></td>
<td>• Discovery learning will be the instructional designing approach.</td>
<td>• Scored Assessment (questions from a question Bank)</td>
</tr>
<tr>
<td>Level-III</td>
<td>• Analytical contents, focus on Decision making</td>
<td>• Scenario based learning with conditional branching</td>
</tr>
<tr>
<td></td>
<td>• Offers a high degree of interaction and provides real-life/application-oriented training. It also offers multiple paths to accomplish an objective, and fosters learning by doing and learning through mistakes.</td>
<td>• Story-Based Learning Methodology (with animations)</td>
</tr>
<tr>
<td></td>
<td>• The design comprises elements that enhance the learning experience and includes rich multimedia elements like illustrations and animations that are created specifically for the program.</td>
<td>• Simple games such as hangman, tic-tac-toe, word search etc. (Gamelets)</td>
</tr>
<tr>
<td></td>
<td>• The e-Lesson will include higher proportion of audio/video. These videos may be comprised of interactive video lectures by experts/artists based on the content.</td>
<td>• Calculations and cross checking etc.</td>
</tr>
<tr>
<td></td>
<td>• Multiple branches (two to three levels) and rapid response are provided to support remediation.</td>
<td>• Online case study with online feedback and opportunity for user to revise their responses.</td>
</tr>
<tr>
<td></td>
<td>• Simulations can be presented via graphics, including complex images and animation. Instructional design techniques for engagement in a complex interaction include complex simulations where the learner must enter actual data into fields and experience consequence for errors and faulty data. In addition, scenario-based branching logic is introduced. When using branching logic, learners experience some kind of jeopardy for incorrect responses, and their progress is determined by their decision.</td>
<td>• ‘What-if” type of exercises.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Chain-effect situations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Software Application simulations for exercise</td>
</tr>
</tbody>
</table>
NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Hyderabad between:

__________________________________ constituted under the _______ Act,
______ having its Corporate Centre at __________________________
__________________________________ (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

__________________________________ (hereinafter referred to as “_______” 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

1. ________________________________ is carrying on business of providing__________________________, has agreed to ________________________________ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. 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 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 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; 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 own employees and other persons and then only to those employees and persons 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 its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

(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 prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

1. The statutory auditors of the Receiving Party and

2. Regulatory authorities regulating the affairs of the Receiving Party and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) 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. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

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 (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
   a. Suspension of access privileges
   b. Change of personnel assigned to the job
   c. Financial liability for actual, consequential or incidental damages
   d. 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 property 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 patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(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) The parties will try to amicably settle dispute or approach a court of law within exclusive jurisdiction of courts at Hyderabad, to try and entertain any dispute arising out of this RFP/contract.

(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 vendor shall keep the Bank indemnified against any breach of the confidentiality clause.

(j) All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.
5. **Suggestions and Feedback**

(a) 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 party 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 other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this __________ day of __________ 2020 at __________
(month) (place)

For and on behalf of __________________________

| Name | Designation | Place | Signature |

For and on behalf of __________________________

| Name | Designation | Place | Signature |
Annexure H

Compliance Statement

DECLARATION

Terms & Conditions

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

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1)
2)
....

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

Signature:

Seal of Company
General guidelines for standards of content development for lesson (These are only indicative and Bank reserves the right to change these guidelines from time to time depending on the requirements)

(i) Guidelines for e-Lesson:
The lesson structure should comply with one of the levels of user interaction I, II and III detailed in Appendix-A shown elsewhere in this document. GUI and navigation must be same, as detailed below, for all the e-lessons.

(1) Organisation of the content

<table>
<thead>
<tr>
<th>e-lesson Layout:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject → Sub-topic (Sub-Module) (if needed) → Topic (Module) → Lesson</td>
</tr>
</tbody>
</table>

E-Lesson Structure:

- Each lesson should mention its **objectives**
- Each lesson should mention its **Target group** (Target group should be specifically mentioned and not merely stating ‘All staff’, ‘All Officers’ etc.)
- Each lesson should have two or more modules. Each topic (module) should have 10-20 Web Pages (expecting users to invest around a maximum of 30 minutes to learn). The **Lesson duration** (learning time) may not exceed 60 minutes.
- Depending on the content, context and user capability a lesson will be categorized as basic, intermediate or advanced level.
  (a) **Basic level lesson**: Designed for conceptual understanding & clarity and creating awareness among users.
  (b) **Intermediate level lesson**: Designed for development, operational procedures and implementation.
  (c) **Advanced level lesson**: Designed for developing higher skills/knowledge, in-depth analysis on the topic.

- **Horizontal scrolling should be totally avoided**. As far as possible vertical scrolling should also be avoided but can be used (should be minimum) in exceptional situations in order to maintain cohesiveness of the concept.
• Bank specific Lessons/ slides should be marked with a legend “This lesson is specific to SBI”.

• Examples, voice (accent), pictures, names and animation etc all should be Indian.

• On start, user should be able to choose between the Book-marked page or the first page: When the user logs-in again, a message box should prompt stating whether he wants to view the lesson from beginning or from where he has last left (the Book marking to be done automatically when a user exits the e-lesson)

□ One ‘info’ screen (with required voice over) should be provided for each lesson. This should have details like the topic names, the no. of screens and their duration, Date as on which the e-lesson has been updated, SME’s name, vendor name, email address of AGM, e-Learning (agm.elearning@sbi.co.in) for feedback, message from the SME (A message box should be provided for the SME to key in his comments on the lesson), minimum requirements, if any etc. HTML format must be used for the purpose, so that it can be amended at e-Learning department.

• In the case of Hyperlinks, use link text that is easy to understand in a given context. All link texts should be self-explanatory.

• Page audio: Voice over should be only about the topic and important points; some special instructions etc. and not to read the whole text. However, whatever is spoken should be displayed in a collapsible window (as Audio Text). Provision for Audio playback/ repeat controls should be made so that learner can listen to the audio again if needed. By default Audio Text Box should be in closed form.

• If there are no audio systems with the user, he should be suggested to keep the audio transcript button on so that he can read the audio text.

• Lesson screen should start maximised: The lesson should be launched in full-screen mode on the landing page of the LMS (leaving provisions for accommodating default bars, if any).

• Every lesson will have a welcome screen with name of the “e-lesson”, lesson objectives, target group and Disclaimer clause. This page should be as light as possible (HTML or other format should be used for the purpose).
Only one topic/concept/subject should be discussed on a screen

Sub-topic will be a Shareable Content Object (SCO). One SCO should address one learning objective. Each Learning Objective may have many learning objects (LO). SCORMing to be done preferably at sub-topic level.

Percentage of the completion of the sub-topic (SCO) (reporting of progress) to be shown only when the user has reached the last screen of the sub-topic/module and not when the user has only attempted the 1st or any other page of the sub-topic/module.

The platform for the new lessons should be HTML -5.

Clicks generally should not exceed more than 4 to 5 in one screen except in exceptional situation.

Wherever required Key Points/Tips/Additional information needs to be added.

(2) Content formation

Proper chunking and sequencing should be adopted.
Clear and simple language should be used for the text.
Appropriate Graphics/animation suit the content to be used.
As far as possible photographs of individuals are to be avoided and animated photographs are to be used.
Bubbles/tip up is to be provided for underlying instructions/guidelines.
Each e-lesson should have various sections to address a particular concept.

- Introduction to the topic.
- Main discussion of the topic.
- Quiz after each topic.
- Self-assessment test after each topic/lesson.
- Glossary
- FAQs/ Dos and Don’ts/ Key Learnings
- Reading materials
- Help
- Others (e.g. Notes)
• Include Notes feature (with save, print, close options), where the user can take down important notes (Notepad).

• Practice questions need to be added in-between the screens. Feedback needs to provide for correct and incorrect answers. One or two quiz questions should be after each Learning Object (every 6 or 7 screens) to create interest among the learners.

• Wherever more than one attempt is permitted. Number of attempts permitted should be indicated as well as Reset button should also be provided (True/False needs no reset).

• Assessments need to be added at the end of the lesson.

• User should be provided with feedback as to the performance in the lesson assessments with answers.

• Appropriate Encouraging words/gesture to be used at the end of the lesson/topic.

(3) Content Presentation

• Preferred style for Font type (size) – colour
  o For Heading: Arial (18) Bold - Blue
  o For Body of the page: Arial (16)- Black
  o For Error/ instructions: Arial (16) Bold –Red

• For highlighting Important points: Arial (16) Bold- Blue

  Line Spacing: 1.5

• Background colour: White
• Too many colours are to be avoided, Text should not be placed over a background image/
• pattern and sufficient contrast between background and foreground colour to be maintained.
• Screen resolutions: 1024X768

• All pictures should have close relevance to the content on the relative page. Photograph of individuals and purely decorative images should be avoided.
• Provide a descriptive text equivalent of every non-text elements (e.g. images/animations).

• Illustrations should be iconic. Human photographs not to be used.

• Print version of lesson material may be considered by the SMEs depending on the nature of the e-lesson: Print the onscreen text including all the content text (e.g. on-screen, tabbed screen content, bullets, etc. in text format only and not the screenshot or a copy of the storyboard).

• Glossary items and important words in the lesson content as identified by the SME need to be italicised.

• Bubble help for italicise words/abbreviations/acronyms/the terms required to be defined/glossary items etc. across the lesson should be provided.

• Glossary words should have a reference to the page of their first appearance.

• Help screen to show the complete screenshot. The detailed help information about the items should be grouped on the basis of its function and should be displayed on mouse over. Like any popup box, Help screen should also have a close button (text + icon) at the bottom right hand corner of the help screen.
(5) Placement of objects

- On the 1st screen, the **lesson structure (index)** (Lesson map to include: list of topics → list of screens → list of lessons) should be available in the welcome screen, which should be collapsible. Learner should be able to see the **complete list of lesson content** but navigate only within the active module. The **menu items on the index** should be **collapsible** and on the **left side** of the screen with a plus and minus sign indicator for every menu item.
- One bar at the top should contain **Lesson name, Bank’s Name**.
- **Topic name** should be at the top **Left-hand side. Links** (Buttons) are to be placed at the same level to the **right hand side** of the screen, facilitating opening of pages for FAQ’s, Do & Don’ts, Reading materials, Glossary, Help, Info Notes etc.

- Button for **Audio, audio text, replay, play, special instruction relevant to the page**, (labels to be displayed on mouse over) to be placed at the Left-hand side in a bar at the bottom of the screen.

- **Navigation buttons** (viz. status e.g. 4/17 of module 2, Previous, Next, Exit etc. (icons with labels to be displayed on mouse over) to be placed in a bar at the bottom on the right hand side of the screen.

- Link for **Key Points/Tips/Additional info** should be provided at the bottom left side of the screen.

- Like index (lesson structure) the **Title bars** should also be **collapsible**. Minimal **screen space** should be consumed for above-mentioned functionalities.

- ‘Click next to continue’ to appear upfront, however ‘Next’ button should blink after the page interaction is complete.

- All other instructions like “Click on image”, etc should be **part of the content** (using the colour and font as mentioned above)

- **Progress Bar** to show downloading process: **Pre-loader** to be added to all the screens in the lesson.
• **All the on-screen text should not appear upfront** when the page loads. A maximum of 50 words of on-screen-text/ paragraphs should appear in one go and need to be synchronised with the audio. ‘Click to proceed’ button after each display may be considered to give control to the user.

• **A framed layout** wherein the navigation is provided as collapsible/expandable lists on the left frame should be used instead of keeping the navigation tools at the top of the screens.

• Use CSS (**Cascaded Style Sheets**) instead of tables for layout (as playing cards are arranged in a stack)

• Support **navigation for the keyboard as well as the mouse**. While writing any JavaScript that respond to a mouse click (on Click), equivalent keyboard response like ‘On Key Press’ event also to be included.

• **Tabbing**, if any, should follow the logical structure of the content.

• The web pages developed should be **HTML 5** standard compliant.

• User should be guided about the **Next step** for him (what he should do next). A button for **next action** by learner may appear on each screen.

• **Look and Feel** (presentation/ interaction etc) for each lesson may be different. However navigation and layout **should be same** for all the lessons as defined by the Bank.

• All buttons should have icons to identify the action (**Text + icon**) and the action should be defined as a tool tip, which will be visible on mouse over.

• **Close button** should be provided for all pop-ups with text & icon displayed on the button. The close button should be located on the right hand side top corner.

• Avoid ‘**On click**’ for each bullet point. However, 2-3 clicks can be included for user interactivity.

• Graphics and Flowcharts or Process should be explained with suitable text.
- Placement of **Buttons, Titles** and **icons** should also be the same as mentioned above. Before adding any new Button / Title / icon approval from the Bank (LMS Administrator) should be taken.

**Some more important points to be considered during content development:**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Function</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Slider</td>
<td>Slider Option is user-friendly to the user, where, the user can drag the slider forward/backward of the screen animation &amp; audio.</td>
</tr>
<tr>
<td>2</td>
<td>Tree Menu structure at Index</td>
<td>User friendly multi-level indexing of topics and sub-topics should be facilitated as per our requirements.</td>
</tr>
<tr>
<td>3</td>
<td>Book Mark</td>
<td>Using this option, the user can bookmark the desired screen/slide and can view at any time during the lesson for reference.</td>
</tr>
<tr>
<td>4</td>
<td>Audio Volume</td>
<td>Audio Volume button Controls the level of volume for the user to increase or decrease according to the user choice.</td>
</tr>
<tr>
<td>5</td>
<td>Submit button for quick recall questions</td>
<td>Submit button should be disabled until the audio is Completed.</td>
</tr>
<tr>
<td>6</td>
<td>Completion status at Index</td>
<td>Green tick mark will be visible near the index for the topics which the user has visited.</td>
</tr>
<tr>
<td>7</td>
<td>Navigation Buttons</td>
<td>Efficient and user-friendly navigation buttons to be provided.</td>
</tr>
<tr>
<td>8</td>
<td>Find Screen</td>
<td>This facility will allow the learner to find with ease a particular screen. It acts as a search bar.</td>
</tr>
<tr>
<td>9</td>
<td>Status Bar</td>
<td>Status bar can show apart from current status, the percentage of completion.</td>
</tr>
<tr>
<td>10</td>
<td>Alternative Navigations</td>
<td>Give an alternative navigation to the previous/next buttons, giving learners a choice navigating through screens as per their comfort.</td>
</tr>
<tr>
<td>11</td>
<td>Screen Resolution</td>
<td>For CD version we can give full screen display for the lesson, instead of having LMS version's dimension.</td>
</tr>
</tbody>
</table>
(ii) **Guidelines for e-Capsule:**

The guidelines shown above for standards of content development for e-Lesson may be followed for e-Capsules also, but the following additional guidelines must be strictly followed:

(a) Voice over/Audio is not required for e-Capsule and hence it should not be added in the capsule.

(b) Maximum duration of the capsule should be 15 minutes.

(c) The e-Capsule must contain only a single module and the maximum number of screens should be restricted to 20 as far as possible.

(d) Maximum size of the capsule should be 10 MB.

(e) The capsule may contain Assessment as an integral part of it

**Guidelines for Mobile Nuggets.**

- **Browser Compatibility:** Lessons should run in all major Browsers i.e. Google chrome, Firefox, Android, iOS, Windows, Safari, Opera etc..

- **Cross platform Compatibility:** Course should be able to play in all electronic devices which uses Android, IOS, windows operating systems i.e. tablets/iPod/Smartphone/laptops/PC etc.

- **Light weight:** Size of course should be very minimal i.e. approximately 15 slides should take below 1 MB

- Contents shall be in HTML-5 format and should have the feature/functionality of adjusting to the display for different screen sizes (Min 4 inches) of mobile phones.

- **SCORM Compatibility:** The content is to be SCORM packaged to enable functioning on the LMS using HTML 5. Lesson status tracking to be available i.e in progress/completed/percentage of completion. Bookmark facility/feature also to be made available.

- **Plugin Independent:** Course should not depend on plugins i.e. Jplayer
At the top of every page SBI Logo and name of the lesson is to be displayed. This frame should be fixed.

**Navigation Features:** There should be navigation buttons (<previous>, <next>), menu button & an ‘X’ <exit> button provided at bottom of every page for easy navigation through the lesson.

Once completed, the ‘X’ button on navigation bar is to be used to close and come out of the lesson, which will record lesson completion status in the LMS.

Welcome screen shall be of light design containing “welcome to mobile nugget on ………………..”. Nugget developed by ……………………………. 

Background colours of the screens should be very light.

At the end of the lesson keep a screen with thanks. This brings to the end of the mobile lesson ………………………" 

Duration of the nuggets will be approximately for 3-5 minutes and/or between 10 and 15 screens

Very light graphics are to be used to enable the user to read the nuggets in low bandwidth situations

Nuggets should be developed in the manner that they cannot be downloaded either from the desktops or mobile devices as the case may be.

Double space (2.0) between points

No hyperlinks or sub screens
Annexure J

Raw Content for Model E-Lesson to be submitted along with Technical Bid.

KYC Introduction

- KYC guidelines are based on the paper issued on Customer Due Diligence (CDD) for Banks by the Basel Committee on Banking Supervision.
- The primary objective of the KYC & AML policy of the Bank, is to prevent the Bank from being used, intentionally or unintentionally, by criminal elements for money laundering or financing of terror activities.
- Key elements of KYC/AML/CFT Policy are:
  1. Customer Acceptance
  2. Customer Identification
  3. Monitoring of Transaction
  4. Risk Management

STR

- Monitoring of transactions for the purpose of generating Suspicious Transaction Reports (STR) is being done with the help of AMLOCK software
- Thresholds of Rs.5.00 lacs for high risk customers, Rs.15.00 lacs for medium risk and Rs.20.00 lacs for Low risk customers are fixed for filtering transactions and generating alerts.

New accounts will be classified as Medium Risk during the first year of operation.
Accounts having more than 60% forex remittance transactions may be classified as Medium Risk.
Accounts having more than 75% forex remittance transactions to be classified as High Risk.
All accounts of customers having transactions with countries listed in high risk

Risk Categorisation

- Risk Categorisation
  1. Low Risk
  2. Medium Risk
  3. High Risk

  1) Purpose / reason for opening the account or establishing the relationship
  2) Anticipated level and nature of the activity that is to be undertaken
  3) Expected source of funds
  4) Details of occupation/employment and sources of wealth or income.

Illustrative list of documents
Category may be classified as High Risk.

- All accounts of Trusts, NGOs, Charities and Organisations receiving donations from abroad, accounts operated by Power of Attorney holders may be classified as High Risk. All accounts in Low Risk category may be moved to Medium Risk to High Risk category.

Administrative Control

- Bank has set up a KYC AML CELL at Jaipur.
- The cell will be under the administrative control of the CGM (BOD) and Principal Officer KYC/AML.
- It will be analyzing the alerts on transactions handled across the Bank.
- The Suspicious Transactions Reports (STRs are to be submitted to the Financial Intelligence Unit -India (FIU-IND) by the Principal Officer (KYC/AML).
- All transactions mentioned below has to be recorded in separate register.

Record Maintenance Under PMLA

- In terms of the PMLA, records of cash transactions of Rs.10 lacs and above and suspicious transactions are required to be maintained for a period of ten years from the date of cessation of the transactions between the customer and the Bank.

Documents for Account Opening:

- (a)Proof of identity (any of the following, with authenticated photographs thereon):
  - Passport
  - Voter ID card
  - PAN Card (authenticity to be invariably cross checked with CBDT web site before opening the account)
  - Government/Defence ID card
  - ID cards of reputed employers
  - Driving Licence
  - Pension Payment Orders issued to the retired employees by Central/State Government Departments, Public Sector Undertakings
  - Photo ID cards issued by Post Offices
  - Photo identity cards issued to bonafide students by a University,
  - Photo identity issued by any public authority
  - The letter issued by Unique Identification Authority of India(UIDAI) containing details of name, address and Aadhar Number
  - Job Card issued by NREGA duly signed by the officer of the State Government (for small accounts)

Document accepted for proof of identity should be verified through internet using public/concerned authority website wherever such information is available online.
• (b) Proof of current address (any of the following) :
  • Credit Card Statement- not more than 3 months old
  • Salary slip
  • Income/Wealth Tax Assessment Order

• General Precautions:
  1. Banks can use any supplementary evidence such as a letter received through post only (and not by courier service) for further verification of the address.
  2. Verification of Genuineness of PAN CARD: No accounts are opened before verifying the genuineness of the PAN Card(s) from the CBDT site Viz. www.incometaxindia.gov.in whenever such cards are accepted as proof of identity for opening accounts of the customers. The officer authorizing, opening of such accounts must certify that “Genuineness of the PAN Card verified”.
  3. Small Deposit Accounts: Branches may open accounts for those customers who are in no position to submit KYC to maintain balances not exceeding Rs.50,000/- in all their accounts taken together and the total credit summation in all the accounts taken together is not expected to exceed Rs.1,00,000/- in a year, subject to
     a) Introduction from another account holder
     b) Production of Kisan Bahi/Kisan pass book issued by revenue authorities and containing photograph/address of the land holder
     c) Any other evidence as to the identity and address of the customer to the satisfaction of the Bank.

Shifting of Bank accounts to another centre – proof of address:
• Fresh address proof has to be obtained from customer upon transfer by the transferee branch. Branches may transfer existing accounts at the transferor branch to the transferee branch subject to submitting proof of address within a period of six months.
• Branches may also accept rent agreement duly registered with State Government or similar registration authority indicating the address of the customer along with other documents for proof of address.

• Individual NRE accounts:
  o Passport and residence visa copies duly attested by
  o Banker
  o Notary public
  o Indian embassy
  o A person known to the Bank i.e., other account holders, staff members.
- **Accounts of minors:**
  - If minor is less than 10 years of age. ID proof of the person who will operate the account is to be obtained. In cases where minor above 10 years and can operate an account independently, the KYC procedure for identification would apply.

- **Companies:**
  - Memorandum and Articles of Association
  - Certificate of Incorporation,
  - Certificate of commencement of business (wherever applicable),
  - A copy of the resolution of the Board of directors for opening of the account and Identification of those who have authority to operate the account
  - Societies/Associations/Clubs, Hindu Undivided Family (HUF), Trusts, Partnership Firms

- **Extra precautions to be taken in the following cases:**
  - Trust/Nominee or Fiduciary Accounts
  - While opening a Trust account, branches should take reasonable precautions to verify the identity of the trustees and the settlers of trust (including any person settling assets into the trust), grantors, protectors, beneficiaries and signatories.
  - Client accounts opened by professional intermediaries such as guardians estates, executors, administrators, assignees, receivers etc. Due diligence to be exercised.
  - Accounts of Politically Exposed Persons (PEPs) resident outside India, their family members and close relatives.
  - Accounts of Companies and Firms Registration No. of Companies given by the Registrar of Companies to be verified from the website of and Ministry Of Company Affairs (www.mca.gov.in)
  - Accounts of non-face-to-face customers
  - Non face to face customers are those with whom the Branch has not had direct interaction at the time of opening the account.
CHECKLIST OF ITEMS TO BE SUBMITTED BY THE VENDOR

- Index of Items submitted
- Remittance Details (cost of RFP)
- Sample e-Lesson (Annexure “J”)
- Technical Bid (Annexure “C”)
- Details of Human resources with the firm (Annexure “B”)
- Details of e-Lessons developed by the firm (Annexure “D”)
- Details of reputed clients presently the firm is working with (Annexure “D”)
- Non-Disclosure Agreement (Annexure “G”)
- Compliance Statement (Annexure “H”)
- RFP Signature Page
- Commercial Bid (Annexure “E”)
- Declaration regarding acceptance of the Terms and conditions, assumptions as mentioned in the RFP Document dated __________ and correctness of information submitted.