



REQUEST FOR PROPOSAL (RFP)

For

e-Learning Solutions

NOTE: This document contains 70 pages including this cover page.

Tender Notice

Union Bank of India invites sealed offers in two parts from all eligible bidders for implementation of e-Learning Solution in the Bank as per the Terms & Conditions contained in the Request For Proposal (RFP). Please visit our website www.unionbankofindia.co.in or Government portal (www.tenders.gov.in) for details. RFP forms can be downloaded from the website

Date of commencement of issue of RFPs	: 08.02.2011 at 1100 hours
Last date for receipt of queries	: 17.02.2011 at 1500 hours
Last date for receipt of RFP Responses	: 08.03.2011 at 1500 hours
Opening of Technical bids	: 08.03.2011 at 1505 hours
Fees for RFP document (non-refundable)	: Rs.10,000.00
Earnest Money Deposit (Bid Security)	: Rs.15.00 lacs
Name of the contact person	: Shri Mangesh Mahale (CM) / : Shri Prakash J Bhambhani (mangeshmahale@unionbankofindia.com) (pbhambhani@unionbankofindia.com)
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1. **Background**

- 1.1 Union Bank of India (hereinafter called as “Bank” or “the Bank”) is having its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, Pin – 400 021 and branches and offices across the country. Bank has decided to adopt e-Learning System and its related components. The objective is to make available technology based learning system to its employees so that they can acquire knowledge and enhance their skill sets in a quick, easy and cost effective manner.
- 1.2 Bank's wide area network is mainly used for running various online business applications. All Branches/ offices are connected through layer 3 MPLS VPN technology with bandwidth capacity ranging from 64 kbps to 2 Mbps. Also, there will be some of the branches which are connected through VSATs. The applications proposed will use the existing WAN infrastructure viz. Leased line network as well as VSAT network. Since the solution will ride on Bank's WAN (Cisco based network) and sensitive to Quality of Services (QOS) optimization for successful running of e-Learning solution, we therefore intend the bidders to possess skills to optimize the application to run in the existing WAN.
- 1.3 The Bank proposes to invite tenders from the eligible vendors/ system integrator/ principal solution provider to undertake Knowledge Management portal (KMP) and e-Learning solutions (EL) for its Learning requirements / purposes in all facet of banking for the Bank on end-to-end at identified location. The process includes supply, installation and commissioning of e-Learning solutions at Mumbai or at Bangalore. The Request for Proposal (RFP) document is now being issued to enable vendors to submit their responses to the Bank. The Bank will adopt 'Reverse auction' process to finalize the vendor for the project. The procedure for the 'Reverse auction' is furnished in Annexure G. Tender should be submitted in person only.
- 1.4 This document is meant for the exclusive purpose of bidding as per the terms; conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.5 For the purpose of this RFP the term “vendor” connotes System Integrator (SI)/ Principal solution Provider/ Vendor.

2. Scope of RFP

2.1 KM & eLearning

- 2.1.1 Supply, installation, configuration, customization and implementation of an Online Learning system (e-Learning) solution to the Bank including assessment engine, meeting the functional requirements as given in this RFP. e-Learning shall be available through both Wide Area Network (WAN) of the Bank (Intranet) and through Internet.
- 2.1.2 The vendor must study the customization requirements of the Bank and provide a Systems Requirements Study (SRS) report to the bank.
- 2.1.3 The requirements will be freezed once the SRS document and Gap Analysis report is accepted by Bank. Any change in scope/requirements will be through Change Process. The Change Process will be discussed with finally selected vendor.
- 2.1.4 Impart training to Core Team in maintaining the Solution & Database Administration.
- 2.1.5 Develop and implement provide facilities like discussion board within the e-Learning.
- 2.1.6 Online interface with Human Resources Management System (HRMS) People Soft Software implemented by the Bank.

2.2 Content Management System

- 2.2.1 The vendor should provide general contents which are common in Banking Management. The indicative list of such contents is attached as per annexure F. The list is not exclusive but indicative only.
- 2.2.2 The vendor should enrich specific content provided by the Bank and make it presentable.
- 2.2.3 Initially, as an onetime measure, the vendor will develop online contents on the subjects as decided by the Bank totaling to approximately 4000 screens to cover 100 different course topics. The contents will be provided by the Bank.

- 2.2.4 The content developed shall have a combination of various features for example: - Level (1) “Standard” showing more of text, pop ups, , user interface, and background narration, Level (2) “Advanced” showing average text, few illustrations animations, graphics, and background narration, Level (3) “Premium” showing minimal text, rich illustrations and animations, embedded video, and background narration. These are only the illustrations. The vendor should develop contents with 40% “Standard” screens, 40% “Advanced” screens and 20% “Premium” screens.
- 2.2.5 The selected vendor shall submit detailed course design for each course separately for approval of bank before commencing development of the course.
- 2.2.6 The duration of the course, number of screens, content format i.e. text, PPT, graphics, audio, video, etc and density of each screen, to be decided in mutual consultation of the vendor and the Bank
- 2.2.7 The vendor should make use of Multimedia content such as – Flash, animations, video clips and voice judiciously to reduce the network traffic / Bandwidth.
- 2.2.8 Each course shall contain several sessions and an online test with online assessment to be made available at the end of each session.
- 2.2.9 Host the contents as per specifications and requirement of the Bank.
- 2.2.10 Provide content management solution for managing the contents.
- 2.2.11 Review the contents hosted so that there are no errors, missing links, bugs, etc.
- 2.2.12 There should be provision for offsite/Helpdesk escalation matrix.
- 2.2.13 The vendor should impart training for Managing the contents and hosting the LMS to officials of the Bank.
- 2.2.14 The vendor should make any kind of modification in contents without any additional cost till final implementation of project.
- 2.2.15 Required Contents should be divided into levels viz. Basic, Intermediary and Advance for different levels of user

- 2.2.16 Required contents should be Sharable Content Object Resource Management (SCORM) compliant including the required software licenses.
- 2.2.17 The vendor should provide AMC/ATS for five years for the contents and content management solution after live run of the project.

2.3 KM Web portal

- 2.3.1 The Vendor shall Design & Develop a separate Web Portal for knowledge Management, which would contain all information that the Bank wants to give to its employees.
- 2.3.2 The vendor should create, configure and successfully run the KM portal on Banks Intranet.
- 2.3.3 The Website should be developed with asp.net 3.5 or above / java and should be free from all known vulnerabilities and Bugs.
- 2.3.4 The new Website should be developed with Content Management System (CMS).
- 2.3.5 The Vendor should design and host the website to give an uptime of 99.50%
- 2.3.6 Web site maintenance shall be done by the Bank. Vendor shall provide proper documentation both in softcopy and hard copy and appropriate training to the Bank staff for this purpose.
- 2.3.7 All updating / changes / deletions / additions of and in the contents in the Web Portal will be done by the Bank independently. Bidder shall provide requisite content management tools for this purpose.
- 2.3.8 In case of any other software/ middleware etc. not indicated in the Bid essential for launch of web portal, the bidder shall make available such software/ middleware etc. at no extra cost to bank.
- 2.3.9 The vendor should provide the complete database, and supporting design documents of the website in Soft Copy and Hard Copy as well.
- 2.3.10 The server will be sourced by the Bank separately and maintained by Bank. The bidder shall, however, submit

minimum hardware configuration of the Web Server, application server and database server.

- 2.3.11 The Vendor will rectify/ correct the Vulnerabilities/ shortcomings found by security auditor / statutory auditors in the Website, Web server, & Networking Equipments within the specified time without any additional cost whatsoever to the Bank.
- 2.3.12 Logs should be made available for addition/ modification/deletion of contents.
- 2.3.13 The software should provide security features viz, administrator login, etc.

2.4 Miscellaneous Works

- 2.4.1 The vendor should co-ordinate in installing and implementation of all the hardware, O/S software.
- 2.4.2 The vendor should install Application software and all other required software and successfully run the e-Learning, Content Management solution and host the Web portal.
- 2.4.3 Security features both on intranet and internet to permit access only to authorized employees of the Bank.
- 2.4.4 The deliverables under the project should adhere to Security Policy of the Bank.
- 2.4.5 Bilingual / multilingual support: i) the e-Learning software offered should support multi-lingual contents. ii) The e-Learning software should support bi-lingual features to comply with statutory obligations.
- 2.4.6 The vendor should provide for Post implementation Technical support for the Software.
- 2.4.7 The bank may avail support for a period of 6 months, after live implementation.
- 2.4.8 The vendor should maintain the application software for 5 years.
- 2.4.9 Bank may get the contents developed through an external Content provider. The e-Learning application should be capable of importing third party contents into the e-Learning. There should be a module for such loading. The bidder in his response should specify the format of such contents.

- 2.4.10 The vendor shall provide all upgrades and patches to the e-Learning Software free of any charges during the period of the project.
- 2.4.11 The Project shall be implemented either at Mumbai or at Bangalore.
- 2.4.12 The application deployed will undergo periodical external security audit, attack, penetration test, vulnerability test etc., by Bank's authorized system. All application related recommendations for securing the systems as desired by the bank needs to be implemented by the Vendor.

2.5 Training

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

- 2.5.1 Complete and comprehensive training in e-Learning software, including software maintenance and Database maintenance for a Core team at locations decided by the bank. However, the charges of travelling, lodging, boarding of trainees will be borne by the Bank.
- 2.5.2 Training in Content Management System for a team of 20 officers.
- 2.5.3 Training in Web portal design modifications, changes etc., and web content management etc for a team of 5 officers.
- 2.5.4 The Training shall be for a maximum period of one week.
- 2.5.5 The training infrastructure like PCs, class room & LAN environment shall be provided by the Bank at the locations as will be decided by the Bank. The Vendor shall arrange for all other requirements viz course material, study material, manuals etc to conduct the training.
- 2.5.6 They should also Impart training to core team of the Bank on usage of software / tools for developing course curricula, question bank and its usage, development & usage of multi-media content, training in setting up, conduct and evaluation of various tests, examinations, online assessments etc.

3. Schedule

3.1 e-Learning Solutions:-

The vendor should recommend hardware & O/S. Bank shall supply the Hardware, O/S and Database etc.

- 3.1.1 Vendor should coordinate with the hardware vendor / Bank for installation of hardware, O/S, e-Learning application software, other necessary software and make ready the system for e-Learning for test run within 4 weeks from the date of Purchase Order.
- 3.1.2 Load course programs, as decided by the Bank and developed by the Bidder and commence User Acceptance Test (UAT) and complete the same within 8 weeks after milestone mentioned in 3.1.1.
- 3.1.3 Pilot run shall start immediately on successful completion of UAT and will be for 4 weeks. After successful pilot run, the system shall be moved to live run.

3.2 Content Management System

- 3.2.1 For pilot implementation, bidder shall develop & load complete courseware for at least 5 topics chosen by the Bank.
- 3.2.2 The remaining courseware shall be developed & delivered within 8 weeks from start of pilot run date.
- 3.2.3 Training to a team as per this RFP in Content Management Software shall also be provided within 10 weeks from the date of purchase order. The training dates shall be decided during implementation.

3.3 Other terms

- 3.3.1 Bank shall not provide nor make payment for Boarding & Lodging to the selected vendor implementation team at the place of implementation.
- 3.3.2 No other charges such as travel and diem allowance etc. shall be paid for the selected vendor team for carrying out implementation, training, content development etc.
- 3.3.3 Courseware may be developed by the bidder at his site and then ported in the Bank's servers.

4. **Licensing**

- 4.1 The Bidder shall offer concurrent user based license which will be dynamically allotted to all the staff members of the bank as per following format while quoting in indicative commercial.

Software	No of concurrent users
On-Line Learning Software license including assessment engine	2500
Content Management Software,	5

5. **Contents on Media**

- 5.1 The vendor should provide all contents on DVDs/CDs which can run on any standard media player. Bank will make copies and will distribute to the required offices/ Branches as per the requirement.

6. **Hardware, O/S and Data base Requirement**

- 6.1 The Vendor shall submit detailed specifications of the Hardware required to implement the solution as per this RFP successfully and handle the projected volumes that the System is expected to handle. The configuration shall include recommended O/S platforms any other software, memory CPU, storage with scalability required for smooth operations as per this RFP.
- 6.2 The Bank shall source this hardware, O/S, Database & other environmental software through its own initiatives.
- 6.3 Hardware supplies are not in the scope of this RFP.
- 6.4 Any additional requirement regarding environmental software after awarding the contract will not be entertained by the Bank. The vendor shall be responsible for the same.
- 6.5 The vendor should provide for indicative volumes for hardware sizing.
- 6.6 Details of the network requirements viz bandwidth requirement per user for the proposed solution

Hardware configuration details

Sl. No.	Description	Quantity	Configuration Proposed
1	Web Server		
2	Application Server		
3	Database Server		
4	Storage		
5	Operating System required for e-Learning		
6	RDBMS		
7	Any other H/W or S/W Item		
8	Network Requirements		

Software	concurrent users
E-LEARNING SOFTWARE INCLUDING ASSESSMENT ENGINE	2500
Content development & Management Software	5

7. Eligibility Criteria

Only those vendors fulfilling the following criteria should respond to the RFP.

- 7.1 The vendor must be a company/firm incorporated / registered in India and operating for the past 5 years. (Copy of the "Letter of Incorporation/ registration" should be submitted.)
- 7.2 The vendor must have minimum annual turnover of Rs. 20.00 Crores for each of the last three (3) financial years viz 2007-08, 2008-09, 2009-10 and should also be in profit for the same financial year. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability.)
- 7.3 The vendor in last 3 years should have implemented the offered solution (KM and eLearning) in at least one Bank or large Organization having staff strength of 5000. (Vendor should submit proof of implementation along with Purchase orders or letters from user organizations).
- 7.4 The vendor should have support centres in Mumbai and Bangalore.
- 7.5 The Vendor should not have been blacklisted by any government or Public sector organization.

8. Designing and implementation Plan

- 8.1 Bank expects the vendor to submit a detailed plan for designing and implementation of the project which should include the full scope of the project as mentioned above. On acceptance of such plan by the Bank, the vendor is required to carry out the implementation including supply, installation, commissioning and testing of equipment etc.
- 8.2 The vendor should co-ordinate with the hardware vendor for implementation of the project.

9. Security features of the solution

- 9.1 Being a financial institution, Bank expects that the solutions proposed facilitate necessary security checks and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.
- 9.2 Multiple levels of authority: It is mandatory that the proposed solution provide multiple levels of access for users, managers, administrators etc., depending on their roles.
- 9.3 Access logs of user with details of activities carried out should be available.
- 9.4 Vendor shall allow third party audit of the system provided.

10. Contract with the Vendor

- 10.1 Bank will enter into a contract with the selected vendor who will be responsible for delivery and overall implementation of the solution. Consortium bidding for any of the solution will not be accepted. However, If the bidder ties up with any other franchise / partner, they should provide documentary evidence for having tied up with such franchise. But the selected vendor will be single point contact to provide the solution to the Bank. The selected vendor will provide the Bank a complete solution but not limited to supply, installation of required software only.

11. Vendor Demonstrations

- 11.1 The eligible vendors are required to make demonstrations of their KM & eLearning solution capabilities at the Bank's desired location by demonstrating their models. The demonstration will allow the evaluation team to ascertain the capabilities in terms of functionality and technical fitment. It will also al-

low the evaluation team to evaluate the vendor in terms of look and feel of the solutions offered in terms of functionality etc. Bank shall not be under any obligation to bear any part of the expenses incurred by the vendors for the demonstrations.

12. Proposal Process Management

- 12.1 Bank reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re-submissions from all vendors or clarifications from one or more vendors, or to cancel the process in part or whole. All claims for functional/technical delivery made by the vendors in their responses to the RFP shall be assumed as deliverable within the quoted financials.
- 12.2 Vendors shall be entirely responsible for their own costs and expenses that are incurred while participating in the RFP and contract negotiation processes.

13. Submission and Acceptance of Vendor

13.1 Proposal Delivery

Vendors must ensure that the proposals are delivered in the formats described in the earlier section(s) to the following address:

The General Manager - DIT
Project -KM & eLearning solutions for UBI
Union Bank of India, Technology Centre,
Adi Shankaracharya Marg,
Jogeswari Vikhroli Link Road,
Mumbai – 400 072
INDIA.

- 13.2 The tender responses should be delivered by hand at the above address as per the schedule of events given on page no 2. Any proposal received by DIT through courier/post etc., will be disqualified and returned.
- 13.3 If any information provided in response to this RFP is found to be incorrect or misrepresented, at any stage of the evaluation process, the Bank reserves the right to summarily disqualify the vendor from the evaluation process.

14. **Instructions to Vendor**

- 14.1 This RFP document is not transferable.
- 14.2 Bidders are advised to study and examine the RFP carefully before submission.
- 14.3 The response to this RFP should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for all the items asked for in this tender.
- 14.4 The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the bank. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 14.5 The bank reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.
- 14.6 The cost of preparing the proposal including visit / visits to the Bank are not Reimbursable
- 14.7 The bank may extend the time for submission of the bids.
- 14.8 Joint bidding and consortium of any form is not allowed.

15. **Cost of the RFP and Bid Security**

- 15.1 The cost of RFP i.e., Rs.10,000/- (non-refundable) should be paid by way of Demand Draft / Pay Order drawn in favour of Union Bank of India payable at Mumbai. The above demand draft/PO should be handed over to the Bank authorities in a separate envelope along with technical Bid document. The envelope should be duly super scribed as "Cost of RFP Rs.10, 000/-".
- 15.2 The Bidder should furnish, as part of EMD, an interest free bid security for an amount of Rs 15.00 Lacs (Rs Fifteen lacs) by way of Demand Draft / Pay order in favour of Union Bank of India payable at Mumbai.
- 15.3 The EMD amount will be refunded to the unsuccessful Bidder's on completion of tender process. In case of successful bidder the EMD amount shall be refunded on completion of 3 months of live run.
- 15.4 The Bid Security may be forfeited:
- i) If a Bidder withdraws its bid during the validity period specified by the Bank
- OR
- ii) If the successful Bidder, fails to sign the Contract within the specified time of 30 days.
- OR
- iii) If the successful Bidder withdraws from implementing the project
- OR
- iv) If the successful Bidder fails to implement the project

16. **Amendment of Bidding Document**

- 16.1 At any time prior to the deadline for submission of clarifications mentioned in the schedule of activities, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment/ corrigendum.
- 16.2 Amendments if any will be posted on our Bank's Website.

17. **Documents constituting the Bid**

- 17.1 The Bid prepared by the Bidder should comprise the following components:

- ✓ Technical Bid – Part I - Separate sealed cover with superscriptions as “Technical Bid- for KM & e-Learning solution.
- ✓ Indicative Commercial Bid – Part II - Separate sealed cover with superscriptions as “Indicative Commercial Bid – RFP for KM & e-Learning solution.
- ✓ Any bid document not conforming to any one of the above terms will be rejected
- ✓ Bidders, who have not paid the cost of the RFP as mentioned in Activity Schedule, will not be permitted to participate in the bid.

17.2 **Technical Bid**

The bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at bidders own risk and may result in the rejection of the proposal. The following documents are to be submitted.

- ✓ Bid security (Earnest Money Deposit)
- ✓ Cost of RFP
- ✓ Annexure – A Letter of Authorization to Bid
- ✓ Annexure B (Bid form) duly filled in
- ✓ Annexure C (Vendor Profile)
- ✓ Annexure D (Functional & Technical Requirements) duly filled in
- ✓ Annexure (E1) Unpriced Bill of Material. The technical proposal must include unpriced indicative commercial bid. This is to ensure that the price bid is in the format prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected
- ✓ Detailed Hardware sizing
- ✓ The bidder should submit all the specifications with their compliance level as applicable and remarks and other requirements given in the Bid Document and Scope of Work.

18. **PRICE COMPOSITION**

- 18.1 The indicative commercial should be quoted in the indicative commercial bid form attached to this bid (Annexure E-2).
- 18.2 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 18.3 The prices should be inclusive of all costs including taxes, duties, levies etc to be charged. During the offer validity and subsequent contract period, the vendor will absorb any upward revision of prices, custom, taxes (excluding service tax), Govt. duties and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- 18.4 ATS/AMC charges and other maintenance expenses as applicable should also be mentioned in the offer. For ATS/AMC, any upward / downward change in Service Tax will be to the account of Bank.
- 18.5 Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt. The TCO should include all the components mentioned in the Commercial Offer.
- 18.6 The price quoted should be inclusive of following:
 - 18.6.1.1 Cost of the software, etc
 - 18.6.1.2 Cost of the Software licences required for the e-Learning must be provided as part of the overall cost
 - 18.6.1.3 Installation, Commissioning & Implementation charges
 - 18.6.1.4 Six Months onsite maintenance (including applying of patches and upgrades for all components) covering all parts, service, visits to the concerned office(s)
 - 18.6.1.5 All applicable taxes, duties and levies excepting Octroi.

19. **Reverse Auction**

- 19.1 Bank will conduct a reverse auction with technically short listed vendor for finalization of the L-1 vendor. Only vendors who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank. The procedures of the reverse auction are as per Annexure-G.

20. **Erasures or Alterations**

- 20.1 There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

21. **Period of Validity of Bids**

- 21.1 Bids should remain valid for the period of 210 days from the date of opening of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

22. **Format and signing of Bid**

- 22.1 All pages of the bid, except for un-amended printed literature, shall be stamped and initialled by authorised person or persons signing the bid.
- 22.2 Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- 22.3 All such initials shall be supported by a rubber stamp impression of the bidder's firm.

23. **Opening of Bids**

23.1 Opening of Technical Bids

23.1.1 The Bank will open the Part I of the bid (Technical bid) in the presence of bidders' representatives who choose to attend as per schedule given in Activity Schedule of RFP. No separate intimation will be given.

23.1.2 In case the bid opening date falls on a holiday, the bids shall be opened at the same time on the next working day.

23.1.3 The Bank may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents.

23.2 Opening of Indicative Commercial Bids

23.2.1 The Bank will open Part II (Indicative Commercial Bid) of only short listed vendors in the Technical evaluation.

23.2.2 Indicative Commercial bids of technically disqualified bidders shall be returned un-opened at the request of such bidders.

24. **RFP Clarifications**

24.1 Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to mangeshmahale@unionbankofindia.com, / pbhambhani@unionbankofindia.com as per the date given in the Page No. 2 of this RFP document.

24.2 The vendor is requested to collate and submit queries together to seek clarifications / responses from Bank. The vendor should ensure that all the queries and clarifications are communicated in writing on or before the date and time mentioned on page no 2. Vendors are requested to visit our banks website for clarifications and other communications.

25. **Evaluation Process**

25.1 **Basis of Evaluation**

- 25.1.1 Completeness of the proposal, conformity with the RFP terms and conditions, the proposed systems meeting the technical specifications, etc., will form basis for the evaluation of technical proposals.
- 25.1.2 Those bidders satisfying the eligibility criteria and accepting the terms and conditions of this document shall be short-listed for further evaluation.
- 25.1.3 The evaluation shall include fulfillment of functionality requirements as given in the RFP. Any bid determined as not in order as per the specifications will be rejected by the Bank at any point of time of evaluation.
- 25.1.4 To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 25.1.5 The evaluation process for short listing of vendor will be based on the evaluation matrix provided under 24.1.10. Reference checks would be conducted by bank either by contacting the reference sites or by a documented proof signed by the reference sites
- 25.1.6 Bidder who obtains a minimum of 75% marks or more will be considered as technically qualified and will be eligible for further evaluation process. The decision of Bank in this regard shall be final.
- 25.1.7 Technically short listed bidders may be called for a demonstration of the solution at a date, time and venue to be conveyed separately. Final short listing for opening indicative commercial bids shall be done based on the solution demonstration and meeting technical and functional requirements.
- 25.1.8 Any effort by bidder to influence the Bank in the Bank's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.
- 25.1.9 Bank's decision in vendor selection is final. The services will commence upon successful negotiation of a contract between Bank and the selected vendor. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bid in the final short-list.

25.1.10 EVALUATION MATRIX

Sr. No.	Criteria Description	Rules of Rewarding Marks	Maximum Marks
1.	Functional Requirements - The marks will be based on the proposed solution meeting the functional requirements as specified in Annexure D.		25
2.	Technical Requirement - The marks will be based on the proposed software meeting the technical requirements as specified in Annexure D The final marks will be allotted only based on the Bank's reference visit and demonstration of the product during the Technical Presentation.		30
3.	Implementation		5
3.1	Number of years the vendor has provided e-learning solution	1 marks for each year with a min of 2 years subject to maximum of 5 marks.	
4	Experience		15
4.1	References where vendor has implemented the proposed e-learning solution in Banks.	3 or more than 3 15	
2 Clients 10			
1 Client 5			
5	Commercial Strength		5
5.1	Business Turnover of the Vendor for the last three years	Rs.10cr or more 5	
Rs.7.5 cr to Rs.10cr 4			
Rs.5 cr to Rs.7.5 cr 3			
Rs.3 cr upto Rs. 5 cr 2			
Rs.2cr upto Rs.3cr 1			
6	Responses from Reference sites provided by the SI	The marks will be based on the feedback received from reference sites, on implementation adhering to time schedule, meeting the functional requirements and post implementation support in those Banks as specified in the below mentioned matrix. Bank will request feedback through mail from the reference sites. If s reference site does not respond, the values for the parameters requested in the feedback will be taken as ZERO.	10
6.1	Adhering to the implementation time lines fixed by Customer	Implemented in time 4	
Implemented with permissible delay 2			

Sr. No.	Criteria Description	Rules of Rewarding Marks	Maximum Marks
		Implemented with Delay 1	
6.2	Application meeting the functional requirements of the Bank	Fully met 3	
		Partial 1	
		Minimal 0	
6.3	Post Implementation Support	Excellent 3	
		Good 2	
		Satisfactory 1	
		Poor 0	
7	Presentation and evaluation by internal committee	Marks will be assigned based on work plan, methodology, solution architecture, team composition.	10
Total			100

26. Award of contract

- 26.1 After reverse Auction the selected Vendor will sign the contract with the Bank. RFP and Purchase order (PO) issued subsequently will be an annexure for such contract.

27. OTHER TERMS AND CONDITIONS

- 27.1 "Applicable Law" means the laws and any other instruments having the force of law in India.
- 27.2 "Bank" means Union Bank of India.
- 27.3 "Contract" means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 27.4 "Contract Price" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- 27.5 "Goods" means all of the deliverables or other materials which the bidder should deliver as per RFP.
- 27.6 "Party" means the Bank or the bidder, as the case may be and Parties means both of them.
- 27.7 "Personnel" means person's who are the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- 27.8 "Project Site", where applicable, means the places that were mentioned in the Scope of Work.
- 27.9 "Services" means those services ancillary to the deliverables of the bidder covered under the Contract
- 27.10 Contract Period – The contract period will be 5 years, ATS/AMC shall provide Software Support.
- 27.11 Law Governing the Contract: - This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 27.12 Language: - English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.
- 27.13 Address: - Address of the Bank for Communication
- 27.14 As given in Activity Schedule of this RFP.
- 27.15 Standards:-The products and systems supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
- 27.16 Contract Amendment:-No variation in or modification of the terms of the Contract shall be made except by written amendment to the Contract signed by the parties.

28. Notices

- 28.1 Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above. A notice shall be effective when delivered or on the notice's effective date.

29. Implementation Services

- 29.1 The Bidder shall provide all Services specified hereunder and in the Technical and functional specifications. If the Bank finds that any of the staff of the Bidder assigned to work at the Banks site is not responsive then the Bidder will be notified, the Bidder should resolve the issue to the satisfaction of the Bank.

30. Use Of Contract Documents And Information

- 30.1 The Successful bidder (and his employees) shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.
- 30.2 The Successful bidder his employees and agents shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.
- 30.3 The Successful bidder has to enter into a Non Disclosure Agreement (NDA) with the Bank. The format of NDA will be provided by the Bank to the Successful bidder.
- 30.4 This document contains information confidential and proprietary to the Bank. Additionally, the vendors will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust.
- 30.5 In case of breach the Bank shall take such legal action as it may be advised."

31. Advertisement

- 31.1 In case the name of the Bank is being referred by the vendor as a reference site or for publicity purposes it should be done only with the written approval from the Bank.

32. Indemnification

- 32.1 Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
- 32.1.1.1 an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
 - 32.1.1.2 breach of any of the terms of this RFP or breach of any representation by the Bidder,
 - 32.1.1.3 use of the deliverables and or services provided by the Bidder,
 - 32.1.1.4 Infringement of any patent, trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, direct financial loss, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, non-payment of taxes/duties/levies/ Octroi etc, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
 - a. the Bank notifies the bidder in writing in a reasonable time frame on being aware of such claim,
 - b. the Bidder has sole control of defense and all related settlement negotiations,
 - c. the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
 - d. the Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder , except under due process of law or order of the court.
 - 32.1.1.5 It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.
 - 32.1.1.6 Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out

of gross negligence or misconduct, etc, as such liabilities pose significant risk.

- 32.1.1.7 Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to Bank's data.
- 32.1.1.8 The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
- a. Non-compliance of the bidder with Laws / Governmental Requirements
 - b. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - c. Negligence and misconduct of the Bidder , its employees, and agents
 - d. Breach of any terms of RFP, Representation
 - e. Act or omission in performance of service.
 - f. Loss of data due to any of the reasons mentioned above
- 32.1.1.9 Indemnity would be limited to the damages as awarded by arbitrator / court for direct claim and shall exclude indirect, consequential and incidental damages provided that the claims against users and service providers of the Bank and also claim by and against customers would be considered as "direct" claim. The bidder shall not indemnify the Bank for (i) Any loss of profits, revenue, or anticipated savings or (ii) Any consequential or indirect loss or damage caused.
- 32.1.1.10 In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense, will undertake to defend the Bank.
- 32.1.1.11 It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
- 32.1.1.12 On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- 32.1.1.13 The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software as well the system software must be licensed and original.

33. Software License Agreements

- 33.1 All the intellectual property rights and ownership of all tools, processes, software, utilities, and methodology including any Bidder proprietary products or components thereof used in the provision of Services shall remain with the Bank.
- 33.2 Bidder shall grant in favour of Bank a nonexclusive, non-transferable, royalty-free, user license valid within the territory of India to use the Bidder Property to the extent they form part of the Products and will be required for the proper functioning of the Products.
- 33.3 No extra license fees should be charged by the selected bidder for implementing the software in the test environment.

34. Confidentiality

- 34.1 The bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the Client's business or operations without the prior written consent of the Bank.
- 34.2 Reporting obligations - The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

35. Prices

- 35.1 Prices payable to the Bidder as stated in the Contract shall be firm and not subject to any changes during performance of the Contract.

36. Obligations of the Bidder

- 36.1 The Bidder will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Country, and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life or property, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 36.2 The Bidder is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract, and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

37. Delivery and Documents

- 37.1 Successful bidder to submit the following deliverables.
 - 37.1.1.1 Complete Roll Out plan
 - 37.1.1.2 System Requirements Study (SRS) Document for Customization.
 - 37.1.1.3 Project Schedule on completion of SRS.
 - 37.1.1.4 Sizing of the hardware.
 - 37.1.1.5 User Acceptance Plan and Test Cases
 - 37.1.1.6 User and System Manuals.
 - 37.1.1.7 Training.
 - 37.1.1.8 Delivery of the complete e-Learning solution.
- 37.2 All licenses must be as per the licensing policy of the specified product
- 37.3 All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank. The bidder may retain a copy of such documents. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

38. Payment Terms

38.1 The terms of payment will be as follows:

38.1.1.1 No advance payment against purchase order.

38.1.1.2 No Octroi / Entry Tax will be paid after payment of final installation.

38.1.1.3 Payment will be made on the following basis:

Sr. No.	Milestone Achieved	Payment (% of Total Cost of Ownership excluding the cost of Support Services)
1	Completion of the System Requirement Study (SRS) and approval of the SRS Document by the Bank.	20
2	a) Successful installation and commissioning of the e-Learning software. b) Web portal design, development and launch. c) Developing & successfully loading 5 courses for pilot implementation. d) Completion of any customizations. e) Developing and successful upload of all the courses in production environment f) Completion of training to faculty in content development and Management. g) Successful integration of Content Management Software in the Production environment. h) Completion of modifications /customizations etc. of any residual requirements brought out during the test run and pilot implementation. i) Resolving any issues brought out in Web Portal design and development etc., imparting training on web portal maintenance. j) Completion of the acceptance tests and user training on operational and system administration matters.	35
3	Completion of three month of live runs.	45

39. Amount for Annual Technical Charges (ATS)

- 39.1 The ATS/AMC for the Software shall be for the period of 5 years after successful live run.
- 39.2 ATS/AMC will be paid quarterly in arrears.

40. Liquidated Damages

- 40.1 If the Successful bidder fails to perform the Services within the period(s) specified in the RFP the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD).
- 40.2 The LD shall be a sum equivalent to 0.5% of the cost (license cost of Application + implementation cost) for each week or part thereof of delay beyond the given timelines for each phase. Part of the week will be considered as full week. However, maximum amount of Liquidated Damages shall not exceed 5% of the contract amount.
- 40.3 Notwithstanding the fact that Bank may levy LD, the bank also reserves the right to terminate the contract. All the deliverables given to the Bank at the time of termination of contract will continue to be the property of the bank and the bank may use the same for any purpose which it may deem fit.

41. Termination for Default

- 41.1 The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part:
 - 41.1.1.1 if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
 - 41.1.1.2 If the Successful bidder fails to perform any other obligation(s) under the Contract.
 - 41.1.1.3 If the Successful bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - 41.1.1.4 When the value of the liquidated damages exceed 5% of the contract amount.
 - 41.1.1.5 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess

costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

42. **Exit Option**

42.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- 42.1.1.1 Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days from receipt of purchase contract as stated in the RFP;
- 42.1.1.2 Delay in delivery beyond the specified period;
- 42.1.1.3 Delay in completing installation / implementation and acceptance tests/ checks beyond the specified periods;
- 42.1.1.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 42.1.1.5 In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

43. **Limitation of liability**

- 43.1 Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.

44. Information System Service And Support

- 44.1 The Bidder is obliged to provide for maintenance and support services, as per the terms of this contract, during the implementation and maintenance period of the System. The Maintenance period may be renewed on mutually agreeable terms for further period/s after completion of ATS/AMC period.
- 44.2 In case the Bank wishes not to renew the maintenance contract, after the term of this Agreement, the Bank has the right to maintain the System through its own employees or through any entity other than the Bidder for providing the said maintenance services.

45. Customization Process

- 45.1 The Bidder shall ensure that the software supplied meets all the functional requirements as given in the RFP. The bidders shall submit individual time frames, within overall time frame stipulated as per this RFP, required to change / modify / customize each part of the functional requirements which needs such change / modification / customization.
- 45.2 Any customization done by the Bidder to provide the functionality already available in the functional requirements of the RFP shall be at no extra cost to the Bank, whatsoever.
- 45.3 In case of any additional functionality/new functionality in the software is requested by the Bank subsequent to award of contract, which are not part of the functional requirements as given in the Contract document, the Bank shall place such a request in writing giving the required details. The selected bidder shall submit his commercial terms and shall carry out the desired change on mutually agreed terms. The cost agreed shall be a lump sum amount which shall include all expenses to be incurred for delivering such modifications / changes.
- 45.4 Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, and pilot implementation should be included by the Bidder as Implementation efforts. The Bank will not pay the Bidder any additional charges for all such customizations. The Bidder shall take up all such functionality as required by the Bank on a priority basis.
- 45.5 The Bidder shall provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Bidder shall document and submit to the Bank all the testing activities, procedures and results. The Bidder shall provide the Bank weekly progress report on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by branch/ Regional Offices/ Head Office or Bidder staff.

46. **Force Majeure**

- 46.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract.
- 46.2 There shall be no liability or responsibility, on the part of both bank and the vendor for consequences arising out of interruption of the business due to acts of God, riots, civil commotion, insurrections, wars or any other causes beyond their control or by any strikes or lock outs.
- 46.3 Any such interruption due to Force Majeure should be informed by the vendor to bank in writing within two days of such event.

47. **Arbitration**

- 47.1 All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

48. **Jurisdiction**

- 48.1 Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

49. **Annexure - A (Letter of Authorization to Bid)**

To
The General Manager,
Union Bank of India,
Technology Centre,
Department of Information Technology,
Central Office, Adi Shankaracharya Marg,
Opposite Powai Lake, Powai,
Mumbai 400 072.

Sir,

Ref: Our bid for KM & e-Learning solution to Union Bank of India

We submit our Bid Document herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into an agreement and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendors without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided as the L-1 vendor emerging at the end of the Reverse Auction process and declared so after examination of commercial bids.

Dated at _____ this _____ day of _____ 2011.

Yours faithfully,

For _____

Signature: _____

Name: _____

50. **Annexure - B (BID Form)**

Ref No.....

Place:

Date:

To,
The General Manager
Union Bank of India, Technology Centre,
Adi Shankaracharya Marg,
Jogeswari Vikhroli Link Road,
Mumbai – 400 072, INDIA

Dear Sir,

Having examined the Request for Proposal (RFP) Ref No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 per cent of the TCO for the due Performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this bid for a period of 210 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby agree to participate and abide by all terms and conditions of Reverse Auction.

We further confirm that,

In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

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

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & currency	Purpose of commission or gratuity
*(If none, state none)		

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... Day of 2011

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

51. Annexure - C (Vendor profile & other information)

Sl.no	Parameters	Response		
1	Name of the firm/Company			
2	Year of establishment			
3	Names of the Partners/Directors			
4	Name and address of the Principal banker			
5	Addresses			
	a) Head Office			
	b) Local Office in Mumbai			
6	Authorised Contact person			
	a) Name			
	b) Telephone number			
	c) E-mail ID.			
7	Financial parameters			
	Business Results (last three years)	Turn over	Profit	
	2007-08			
	2008-09			
	2009-10			
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)		
8	Vendor's experience in design, supply, Implementation and maintenance of EL & KM (in years)			
	a) Experience in India			
	b) Global experience			
9	No. of EL & KM projects carried out by the company during last five year in India (give details)			
	Total number of projects executed with minimum 1 project			
10	Details of projects executed with	Name of the customer	OEM of the products	No. of years in use

	Project 1			
	Project 2			
	Project 3			
	No. of qualified engineers employed	(Furnish the qualification details with number of engineers under each qualification)		
11	Availability of centralized help desk	Yes / No		
12	Details of Reference Sites	Customer name	No. of years the customer is using facilities	
	Reference site - 1			
	Reference site - 2			
13	Number of support centers across the country Own / Franchise	(Please submit full list of support centers with addresses separately for own centers and franchise centers)		
14	Names of eLearning projects currently implemented/managed (mention the names of the companies)	1. 2. 3.		
15	Name of the Bank / large financial Institutions / Government organization for whom EL Facility is provided and maintained	1. 2. 3.		
16	Support centre at Mumbai/ Bangalore	Yes / No (If yes, please give full address of the support center with phone nos.)		

Authorized Signatories

(Name & Designation, seal of the company)

Date:

52. Annexure - D (Functional & Technical Requirements)

52.1 The detailed functional specifications for the e-Learning solution are given here under. All the requirements are mandatory. Bidder shall indicate in column 3 the availability of each requirement as a standard product (S) or customization (C). The Software solution offered, however, should have at least 90% of the requirements as a part of standard product. The remaining shall be customized before the completion of the pilot run.

52.2 In case any functionality mentioned herebelow can be achieved with a work around solution, the same can be indicated. However, the Bank, at its discretion may accept the same or require the bidder to customize the software to suit the Bank's need at no extra cost.

Functional Requirements

S.No	Requirement	C/S	Marks	Re-marks
1.	The software solution should be convenient to use. It should have web based graphic interface.			
2.	To provide for access by users through Browser.			
3.	Provision to add and view FAQs			
4.	The architecture of the product must support multi -tiered architecture of the logical and physical separation of client processes, server processes and interfacing processes.			
5.	It should be highly integrated product architecture with tightly integrated back-end application server.			
6.	It must support TCP/IP or be network protocol independent. The product must work in network environment (web based) with multiple users.			
7.	Solution should provide flexible, scalable, enterprise- wide e-Learning System, reflecting the most complex processes for multiple lines of business applications.			
8.	It must be scalable to the number of users and retrieval volume as given in the RFP.			
9.	The proposed solution should not have any limitation of number of business processes which can be implemented through proposed solution.			
10.	It must provide fail-over back-up and recovery capabilities.			

(2 marks for each (S) and 1 Mark for each (C))

General

Sl No	Requirement	C/S	Marks	Re- marks
1.	The solution should be flexible, modular and expandable to accommodate future up gradation/modifications			
2.	- The administrator should have the rights to manage the entire application. - The administrator can assign roles to users like, but not limited to, Author, Instructor, Training Manager, training coordinator etc. - Definition of roles shall be parameterized. - This role can also be made universal and applied to the entire application or selected applications.			
3.	Should be able to link to other training sites or resources e.g. internal or external catalogues			
4.	Configurable workflows / process flow to manage easy day to day learning operations			
5.	The solution should have readily available connectors/interfaces/integrating utilities for integrating components. Bidders should also list out the same.			
6.	Allows administrators to view logs from the application itself via unified logging mechanism.			
7.	The software must support multilingual contents including English and Hindi.			
8.	Should provide various MIS as per the requirement finalized during Gap analysis phase without any extra cost.			

(2 marks for each (S) and 1 Mark for each (C))

e-Learning System

Sl No	Requirement	C/S	Marks	Re- marks
1.	Ability to provide support on-line self-enrollment			
2.	Ability to provide for registration request emanating from the employee as well as HRDM under authorization.			
3.	Ability to provide for setting and enforcing curriculum pre-requisites			
4.	Ability to support selection of elective courses/curricula. System should upon login based on the role of the user display list of courses offered.			

5.	Ability to provide for certification duly signed.			
6.	Ability to support setting and tracking certifications (one time and periodic)			
7.	Ability to provide for controlling certifications such as enable/disable rectification and re-certification, how requirements are calculated and how various reminders are issued.			
8.	Ability to provide for instant results			
9.	Ability to provide for saving and printing of the certificate. Also provide for sending the certificate by e-mail			
10.	Ability to provide for reporting results to controlling offices			
11.	Ability to provide for sending automatic email notification of schedule changes, cancellations etc to all concerned. The notification to each activity should be transmitted using SMTP gateway			
12.	Ability to Provide for immediate enrollment confirmation			
13.	Ability to provide for Administrator/authorized user/training coordinator to Limit enrollment, cut off registrations based on capacity and other business logic			
14.	Ability to provide for the facility of automated conflict checking to prevent cross enrollments			
15.	Ability to Support bulk registration and / or required learning plans for new employees through input from external sources in a pre-defined format/ excel sheet.			
16.	Ability to provide for Managing, scheduling and conflict checking of curricula, courses, classes, and sessions.			
17.	Ability to provide for strategic solution for planning, delivering, and managing all learning events within an organization, including online assessment and instructor-led courses			
18.	Ability to provide for managing users, roles, courses, instructors, and facilities and generate reports			
19.	System to have functionality of Training plan/ calendar and all related reports.			
20.	Ability to provide for sending messages and notifications online to the learner			
21.	Ability to provide for User enrollment both individual group/batch and approval by authorized person			

22.	Ability to provide for capability of Planning tools to identify skill gaps at departmental and individual level and view skill training requirements for specific job, organization.			
23.	Ability to provide for Grouping learners according to demographic units(geographic region, product line, business needs, IT, Security size, etc.)			
24.	Ability to provide for Solution to conform to latest Shareable Content Object Reference Model (SCORM) standards and the solution must be capable of being ported for (SCORM) as well as non-SCORM standards			
25.	Capability for fully interfacing with Content Authoring tools and others like Macromedia (Adobe) Author ware, Director, Dynamic Power Trainer, Trivantis's Lectora, ToolBook and RWD perform. Including web editors, Flash, Open Office, Star Office and Microsoft Office 2003/2007 or softwares equivalent to the same.			
26.	Ability to provide for Bank to save contents to a secure repository via the Internet through the standard browsers. It must support access to repositories and workflow functionality over LAN, Internet and our intranet (WAN).			
27.	Ability to provide for Features for offline learning /disconnected learning			
28.	Ability to provide for Feature for browsing catalogue			
29.	Ability to provide for print summary and detailed training records of individual learners.			
30.	It should be flexible, modular and expandable to accommodate future up gradations / modifications			
31.	The system should have the feature of storing documents in word/ pdf/ excel/ html/ asp/ jsp or any other portable format. The documents can only be viewed after proper authentication. It should be protected with proper security measures.			
32.	The system should support features for direct content upload prepared separately by Bank			
33.	System should have the capability to arrange/organize On-Line Learning System contents and/or documents in a catalogue. There has to be a functionality to create subfolder or sub category under the catalogue.			
34.	Ability to provide for supporting split screen viewing (a document in one window and another application in a second window).			
35.	Only authorized users should be allowed to edit or delete e-Learning System course or documents from Content repository.			

36.	The solution must be able to send print jobs to network printers and to print from local printers attached to workstations, subject to proper authentications. It must be able to publish documents to a Web server.			
37.	Ability to provide for Support for setting event based notifications and time based reminders, bookmark pages for viewing and support for thumbnails and direct page level access within a document should be possible.			
38.	Ability to provide for Features for marking and assigning trainings/courses/curriculum as Mandatory, Optional recommended, for groups or individuals			
39.	Ability to provide for Features for grouping courses, instructors, learners, training colleges, subject management experts, contents etc.			
40.	Ability to provide for Features for scheduling locations, classrooms, equipments, instructors etc.			
41.	Ability to provide for Features for publishing catalogues/ Training plan based on various criteria like Department, Specialization Area, Location, chronological order, learner's profile, Position, training centre, instructors etc.			
42.	Ability to provide for Features for creating multiple classes for a course either with same or different instructors and for same or different dates.			
43.	Ability to provide for Automatic email to Management where courses have not been attended or completed.			
44.	Access to course catalogue should be manageable based on Users profile.			
45.	Ability to attach files and notification to courses			
46.	Authorized users should be able to create courses and assign content author for creating of course.			
47.	The e-Learning Software administrator can also create a course by directly importing a standards-based e -learning course. Again an author can be assigned to fill-in pre-requisite syllabus and other such information.			
48.	Ability to customize reports e.g. specify date ranges, time frames, training length, requirements profiles for specific classes, and other custom features and save selected settings as a templates both with and without third party Reporting tools.			
49.	Ability to export report data (i.e. to Excel, HTML, text via web browser)			
50.	Should have Online library of physical training materials			
51.	API toolkit / Software Development Kit for application development and integration both at server side and client side			

52.	The software should have feature of searching the documents based on various searching parameters. The software should support metadata for the same.			
53.	Should provide Online library of electronic documents (Word, Excel, PPT, PDF, etc).			
54.	Ability to manage/view/print training completion status.			
55.	Ability of learners to print, view training history, certifications etc.			
56.	Should have the ability to develop and modify learning plans			
57.	Ability to track progress along a path or plan (i.e. via the e-Learning solution)			
58.	Can manage a blended learning environment (i.e. Tracks online course, classroom/I LT, physical materials, events, etc.)			
59.	Documents (e.g. containing results from analyses) can be locked, to prohibit any further editing or creation of new versions by defining proper document permissions.			
60.	Ability to assign multiple paths or plans to a user			
61.	Integration with 3rd party e-Learning and Content Authorizing tool.			
62.	Can assign paths to selected group of users simultaneously; also globally			
63.	Ability to set deadlines for individual task assignments			
64.	Ability to set deadlines for completion of entire learning path or plan			
65.	System should allow you to define 'Roles' or 'Functionality specific Grouping' that will give you the ability to create virtual groups. Some of the examples of such groups could be 'Faculty', 'Employees', 'Quiz Administers', 'Reports Generators', 'Data Entry Operators', etc.			
66.	Ability to create Question Bank.			
67.	Ability to provide for uploading questions to question bank by authorized users. Providing for auto generation of question number, marks, hint answer , degree of complexity etc.			
68.	Ability to provide for viewing freeze and unfreeze question bank			
69.	Ability to provide for quizzing .A quiz can have questions derived from multiple question banks, to which the faculty has access.			

70.	The entire question bank in the database should be encrypted so that there is no tampering as well as unauthorized access by anybody including the system administrators			
71.	System should support multiple types of questions. An illustrative list is • Multiple choices (with single or multiple right answers) • Match the column • Fill in the blanks • Typing Test • Brief answers • Question Groups • Survey type questions • Subjective questions			
72.	Every question can also have the following characteristics: • The question can be pasted from MS Office document like Word /Excel to preserve formatting, if so desired. • Mathematical symbols can be added to a question with ease. • Any type of file (Image, Audio, Video, Office Documents, etc) can be uploaded as a part of the question. • Keywords and descriptions allow you to search the questions. • Individual time per question, difficulty level and marks per question can be specified.			
73.	Should be able to assign Quiz time.			
74.	Ability to provide for search through questions based on Keywords and descriptions.			
75.	Ability to provide for formatting capabilities for text of the questions including support of MS Office suite, etc.			
76.	Should be able to re-visit the attempted questions.			
77.	Ability to provide for answering questions at random			
78.	Ability to provide for alerts during examination and also countdown timer.			
79.	Should have facility to restrict number of attempts with the quiz			
80.	Should have the facility to display correct answers along with employee's answers at the end of quiz.			
81.	Should have the ability to build practice questionnaire bank and make available for practice purposes.			

82.	The total grade of a trainee for the course can be calculated based on formula defined by the Instructor.			
83.	Should be able to generate question paper from multiple topics based on weightage.			
84.	Bookmarking of questions for continuing from where it was left before break.			
85.	Ability to provide for Uploading/removal of questions to question bank by authorized users.			
86.	Ability to provide for feedback from users on courses/faculty			
87.	Ability to provide for discontinuing of a course by authorized users.			
88.	Ability to provide for tracking of the progress of users			
89.	Ability to provide for calendar of training course with name of the course, faculty name, duration, significance etc.			
90.	Ability to provide for examination schedule			
91.	Ability to provide for on-line examination collectively or independently for different groups like departments, designation etc			
92.	Ability to provide for "N" number of instructions before/during on-line examination			
93.	Ability to provide for rescheduling on-line examination			
94.	Ability to provide for re-examinations			
95.	Ability to provide for conducting on-line examination at particular Center between scheduled timings.			
96.	Ability to provide for generation and answering the questions at random with option to skip questions or to go to next question even though time is left for the present question attempting.			
97.	Ability to provide for results of the user, center etc. and give a comparative analysis based on regions, designations etc.			

98.	Ability to provide reports like no of users attended the exams, pass percentage etc.			
99.	Ability to provide for various discussion boards. Provide for creation of different forums, topics etc.			
100.	Ability to set negative marking with different criteria and / or weight age.			
101.	Ability for sending results through email, online notifications etc.			
102.	Ability to enable administrator to streamline and automate the learning process, eliminate integration costs, reduce learning waste by deploying just in time, targeted, and personalized learning			
103.	Ability to support full learning lifecycle with next generation blended learning.			
104.	Ability to provide complete support for complex learning models and support any type of learning			
105.	Ability to show rosters to coordinators/instructors for their classes and easily mark attendance and grades or automate the process by using business rules			
106.	Ability to support employees and Managers to submit requests for additional courses and activities to be offered to meet their learning needs			
107.	Ability to provide support to the Administrators to monitor and view the current status and history of each learning request			
108.	Ability to support notification to keep employees in touch with the latest training requirements and learning opportunities			
109.	Ability to provide learning environments which will be a separate learning domain within the LMS, each with their own classes, contents, and business processes			
110.	Ability to define separate training administrator/coordinators for each learning environment			
111.	Ability to support learners groups target learning to specific audiences and determine which part of the learning catalog employees can access			
112.	Ability to define learners group based on the organizational structure			
113.	Ability to manage the business of learning with the goal of increasing the operational efficiency of the extended learning process			
114.	Ability to have objective model that triggers targeted learning based on events in source system, such as thresholds			
115.	Ability to integrate profile management to provide job roles and competencies to be integrated with ELM and target learning activities.			

116.	Ability to enable managers to monitor and validate progress toward Career Development Objective or goals			
117.	Ability to support collaboration, communities, and context rich composite user interfaces, collaboration, online document management, term web 2.0 etc			
118.	Ability to enable talent management best practices that will foster employee engagement, provide strategic workforce insight			
119.	Ability to facilitate in an interactive performance process that enables an organization to identify, plan, observe, improve and reward performance			
120.	Ability to integrate with profile manager functionality, so that an employee can be measured on goal attainment, competencies, skills and attributes.			

(2 marks for each (S) and 1 Mark for each (C))

The following functional specifications for the e-Learning solution are “optional”

Sr .No	Requirements	Yes / No	Marks	Remarks
1	Ability to provide for Features for Tracking and storing details of outside courses/events which are not part of the e-Learning (like Training in outside institutions with the details of participation , Duration, Participants, Name of the course, nature of training (like workshop, seminar etc) Institution, location, country, Period etc			
2	Facility for managing training budgets on the basis of: • Training man – days. • Budget for training.			
3	Ability to provide out of the box integration with events in Oracles People Soft Enterprise HRMS, such as new hires, job change, performance evaluation etc			
4	Ability to provide succession planning integration including target learning to potential successors in preparation for their new roles.			

1 Mark for each (Yes) 0 marks (No)

Content Management System

Sr .No	Requirements	C/S	Marks	Re-marks
1	The content management software should be web enabled.			
2	Capability to create reusable content sets or learning objects and make them available to course developers and content experts throughout the organization to eliminate duplication for rapid assembly of customized contents.			
3	Solution must conform to latest Shareable content object reference model (SCORM), AICC standards.			
4	Facility for Bulk Content uploads.			
5	Version control for tracking document revisions. Capable for collaborative working with Check-in and Check-out facility			
6	Contents should be editable by the administrator / user with appropriate profile and authorization.			
7	Proper indexing and search of documents should be provided. Based on indexing parameters defined by the Bank.			
8	Provides team-based online authoring environment.			
9	Provides pre-built templates for quick content authoring.			
10	Supports importing of PowerPoint and Word files to turn into SCORM based course			
11	Provides a database driven repository of templates, learning objects, assets, etc. which can be reused.			
12	Provides workflow mechanisms to assign content development tasks and review.			
13	Provides question templates that can be scored, including, True / False(T/F), multiple choice, multiple select, hot spot, drag and drop, etc.			
14	Supports creation of assessments from test			
15	Learning objects and modules should be searchable from the e-Learning			
16	Supports publishing of Office tools, Adobe Acrobat, jpg, bmp, tif, video and audio files.			
17	Learning content can include high quality visuals and interactivity			
18	Customization			

(2 marks for each (S) and 1 Mark for each (C))

Technical Requirements

KM Website

Sr. No.	Features	C/S/Nf	Marks	Remarks
1.	Web site should be designed with latest secured & efficient web technologies and design concepts/ features so that web pages load as fast as possible. Please provide details.			
2.	The layout of the Home Page should be flexible enough so that links/ icons/ images on the same can be placed in future.			
3.	The website should be compatible with all the major web browsers like- IE, Netscape Navigator, Mozilla Firefox, & Google Chrome.			
4.	The website should be designed for all screen resolutions, like - 800 x 600, 1024 x 768, 1280 x 1024, and higher.			
5.	The Web site should be bi-lingual (English and Hindi). All the feature/ modules available in English Website should also be available in Hindi Website. NOTE: The Bank uses some Hindi Fonts recommended by RBI; therefore, the Hindi Website should be compatible with those Hindi Fonts. The vendor will arrange the dynamic Font or other feature for this compatibility. The dynamic fonts used in Hindi website should be compatible with all the domain names of Bank's Website.			
6.	Link/ Icon for Hindi Website on every webpage of English website; and clicking on this link should directly open the respective Hindi Webpage. The same feature should be available in Hindi Website with a Link/ Icon for English Website.			
7.	Good use of graphic elements (such as - photos, images, animated images, flash etc) to break up large areas of text. NOTE: The Bidder will provide all the images (static & animated) to be used in the website. Bank can also give some images to the vendor.			
8.	- Navigation buttons and bars should be easy to understand and use. Navigation should be consistent & clear throughout web site. Help / contact sensitive help should be provided. - The hierarchy of information should be perfectly clear with as few clicks as possible. - A Link/ Icon on every page for visitors to: - Change the Font Size of the contents of a web page. (Not			

	through View → Text Size option of IE) - Print this page. - E-mail this page.			
9.	The website should be developed with full-fledged Content Management System (CMS). Following are some of the features that should be available in CMS Editor: The Content Management has to be done by the vendor. The timeline for updation of content, provided by the Bank, will be decided on mutual consent. ▪ All security features are to be embedded in Content Management tool. ▪ Ability to change Style, Format, Font, & Font Size of the content of a web page. ▪ Ability to view the Preview of a web page before updating the same. ▪ Edit functions, like- Cut, Copy, Paste, Paste from Word, and Paste as Plain Text, Bold, and Italic etc. ▪ Spelling Check ▪ Print, Text Color, Background Color ▪ Find & Replace. ▪ Numbered List/ Bullets ▪ Insert/ Edit/ Remove URL ▪ Insert/ Edit/ Remove anchors ▪ Insert/ Edit Image, Flash, Line, & Special Symbols.			
	Vendor will have to undertake updating of certain contents as and when required by the bank.			
10.	Search engine positioning			
	SECURITY			
11.	The new website should be guarded against all vulnerabilities and Incidents, some like- - SQL/ PATH Injection Attack - Cross-site scripting - SQL Query in Parameter value - Database Error Pattern Found - Unencrypted login requests - Broken links - Password type with auto-complete - Phishing - Network scanning/Probing - Break-in/Root compromise - Virus/Malicious Code - System Misuse - Spam - Bot/Botnet - Email Spoofing			

	- Denial of Service(DoS) - Distributed Denial of Service(DDoS) - User Account Compromise - Website Intrusion - Social Engineering - Technical Vulnerability - IP Spoofing Web Infrastructure should not have any vulnerabilities, some like- - TRACE and TRACK HTTP methods - Insecure HTTP methods/ WebDAV - PROPFIND method - Hidden directory detected - MSSQL stored procedure xp_cmdshell - Weak password and account policy - Non essential services - Weak TCP/IP stack settings - Incorrect configuration of security options - Weak permissions on IIS log files - Smtip settings - URLScan tool settings - Permissions on Web Server root directory			
12.	Any web page collecting visitor's personal information or login credentials should be protected through SSL/TLS and the information should be stored in encrypted format in database. Cat patch should also be used.			
13.	Bidder has an obligation to provide security on an ongoing basis according to the existing and any future guidelines of CERT-In. Ensure all the web and application security specified by CERT-In.			
14.	Bank's Password policy should also be implemented.			
	ADMIN MODULE			
15.	The Website should have a full-fledged admin module for updating the website using CMS Editor. Following are the features that should be available in admin module of revamped website: ▪ The login name/ password page should be secured using SSL/ TLS. ▪ Password policy for users. ▪ The admin module should be protected against all sorts of security threats, like- SQL Injections, Identity theft, Spoofing, Brute-force attack etc. ▪ Ability to create users with different level of access rights/ permissions, i.e. a user should be able to update only those			

	WebPages and Modules whose access permission has been granted to him. - Generation of MIS for each and every actions/ activities performed by admin and normal users. And, extraction of reports in xls. - Creation of users for maintenance of complaints/ grievances. - Creation of users for maintenance of Inquiries. - Updating of status of Online applications.			
16	Hosting of new modules developed by the Bank's development team. This would include uploading of static web pages, creation of tables in database and all necessary configuration/ activity on server for the successful functioning of such new module.			

NOTE: All the components, like- upload component, e-mail component, dynamic font for Hindi Website, etc., used in the website is to be arranged by the Bidder.

(2 marks for each (S) and 1 Mark for each (C) no mark for NF)

List of Other Modules Required

Following are the list of modules/ features required in the new website:

Sr. No.	Module Description	C/S/Nf	Marks	Remarks
1.	Animated demo on the Home Page/any other page, with Flash/ HTML etc., for new events/ schemes launched by the Bank.			
2.	NSE's/ BSE tracker			
3.	Advance Search Function - Section base search. - To search on the WebPages (keywords based) and search in word, excel, pdf, flash, image, & rar files			
4.	Photo Gallery			

53. **Annexure - E 1 (UnPriced Indicative Commercial Bid)**

Table A: **e-Learning Solution**

Sl no	Particulars	Users	Unit cost	Cost	Taxes	Total Cost
		A	B	C=(a*b)	D	E=(C+D)
1	Web portal design, development & deployment of E-Learning solution with perpetual license for 2500 Concurrent User (dynamically allotted to all the staff members)	2500	Yes/No	Yes/No	Yes/No	Yes/No
2	Content Management Software with minimum 5 concurrent user licenses	5	Yes/No	Yes/No	Yes/No	Yes/No
3	Implementation cost		Yes/No	Yes/No	Yes/No	Yes/No
4	Training Cost (*)	20	Yes/No	Yes/No	Yes/No	Yes/No
5	Any other cost		Yes/No	Yes/No	Yes/No	Yes/No
	Total Cost		Yes/No	Yes/No	Yes/No	Yes/No

Table B: **Other charges**

Sl no	Item Description	Qty	Cost	Taxes	Total Cost
6	Development of course ware (Topics) (**)	100 Topics /4000 Screens	Yes/No	Yes/No	Yes/No
7	Any other Software (give description) (***)		Yes/No	Yes/No	Yes/No
8	Onsite support for 6 months	1 Engineer	Yes/No	Yes/No	Yes/No
9	Any other cost		Yes/No	Yes/No	Yes/No
	Total		Yes/No	Yes/No	Yes/No

Table C: **ATS/AMC charges (After Live Run of Project)**

Sl no	Description	Base Cost Per year	Taxes	Total Cost
		A	B	C=(A+B)
10	Web portal for e-learning	Yes/No	Yes/No	Yes/No
11	Content Management S/W	Yes/No	Yes/No	Yes/No
12	Any other S/W	Yes/No	Yes/No	Yes/No
	Total	Yes/No	Yes/No	Yes/No

Table D.

Total cost Of Ownership

Sr No		Cost (Rs)
1	Total Of Table A	Yes/No
2	Total Of Table B	Yes/No
3	Total Of Table C	Yes/No
	Total Cost of Ownership (TCO) = (1+2+3)	Yes/No

NOTES:

1. In case of discrepancy between unit price and total price, the lowest price shall prevail.
2. Applicable TDS on all payments, if any, will be deducted from the payments due to the Bidder on whom Purchase Order is placed.
3. Bank shall consider only those costs which are mentioned in this Annexure and included in the above format. Therefore, bidder shall indicate and include in the above price bid under “any other costs” that he intends to charge for providing the deliverables as per this RFP. The Bank shall be obliged to pay only these costs and no other charges, in case the bidder is awarded the contract.
4. For TCO purpose the charges for onsite support pertain to 6 months only will be taken. The rates finalized will be freezed for entire project period of 5 Years and bank may avail additional onsite support at the agreed rates.
5. For TCO purpose vendor should include 1 year ATS/AMC charges only. The rates finalized will be freezed for entire project period of 5 Years and bank will avail ATS/AMC as per the rates agreed.
 - (*) If bank requires additional training to be given to staff members, the vendor should provide the same as per the cost indicated above during the project period of 5 years.
 - (**)If bank requires additional development of courseware (topics), the vendor should develop the same as per the cost indicated above during the project period of 5 years
 - (***)For delivery, installation, configuration and operationalisation at final destination.

Authorised Signatories:-

Company Seal:-

Date:-

54. Annexure - E 2 (Indicative Commercial Bid)

Table A: e-Learning Solution

Sl no	Particulars	Users	Unit cost	Cost	Taxes	Total Cost
		A	B	C=(a*b)	D	E=(C+D)
1	Web portal design, development & deployment of E-Learning solution with perpetual license for 2500 Concurrent User (dynamically allotted to all the staff members)	2500				
2	Content Management Software with minimum 5 concurrent user licenses	5				
3	Implementation cost					
4	Training Cost (*)	20				
5	Any other cost					
	Total Cost					

Table B: Other charges

Sl no	Item Description	Qty	Cost	Taxes	Total Cost
6	Development of course ware (Topics) (**)	100 Topics /4000 Screens			
7	Any other Software (give description) (***)				
8	Onsite support for 6 months	1 Engineer			
9	Any other cost				
	Total				

Table C. ATS/AMC charges (After Live Run of Project)

Sl no	Description	Base Cost Per year	Taxes	Total Cost
		A	B	C=(A+B)
10	Web portal for e-learning			
11	Content Management S/W			
12	Any other S/W			
	Total			

Table D. Total cost Of Ownership

Sr No		Cost (Rs)
1	Total Of Table A	
2	Total Of Table B	
3	Total Of Table C	
	Total Cost of Ownership (TCO) = (1+2+3)	

NOTES:

1. If bank requires for additional Development of courseware (topics), the above rates will be applicable.
 2. In case of discrepancy between unit price and total price, the lowest price shall prevail.
 3. Applicable TDS on all payments, if any, will be deducted from the payments due to the Bidder on whom Purchase Order is placed.
 4. Bank shall consider only those costs which are mentioned in this Annexure and included in the above format. Therefore, bidder shall indicate and include in the above price bid under “any other costs” that he intends to charge for providing the deliverables as per this RFP. The Bank shall be obliged to pay only these costs and no other charges, in case the bidder is awarded the contract.
 5. For TCO purpose the charges for onsite support pertain to 6 months only will be taken. The rates finalized will be frozen for entire project period of 5 Years and bank may avail additional onsite support at the agreed rates.
 6. For TCO purpose vendor should include 1 year ATS/AMC charges only. The rates finalized will be frozen for entire project period of 5 Years and bank will avail ATS/AMC as per the rates agreed.
-
- (*) If bank requires additional training to be given to staff members, the vendor should provide the same as per the cost indicated above during the project period of 5 years.
 - (**) If bank requires additional development of courseware (topics), the vendor should develop the same as per the cost indicated above during the project period of 5 years
 - (***) For delivery, installation, configuration and operationalisation at final destination.

Authorised Signatories:-

Company Seal:-

Date:-

55. **Annexure - F (Indicative list of content)**

- Bank Branch Management(Deposits, Advances)
- Treasury Management
- Risk Management
- Foreign Exchange Operations
- Corporate governance
- KYC/AML
- Asset Liability Management
- BASEL-I and BASEL-II Norms
- Human Resources Management
- Marketing
- Portfolio Management
- Money Markets
- Financial Economics (Micro & Macro)
- Depository Services
- Payment Settlement
- Trade Finance
- Alternate Delivery Channels (RTGS/NEFT/Internet Banking, Credit & Debit Card ATM etc.)
- Credit Management
- Customer Relationship Management (CRM)
- Data warehouse (EDW)

All the contents must be accompanied with Glossary, Quiz, Tests and FAQs.

The contents should be reviewed every 3months and updated wherever there are changes during this period.

56. **Annexure - G (Reverse Auction Process)**

RFP for Bank's KM & e-Learning Solutions

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the RFP for Bank's eLearning project is given below:

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers in separate in sealed covers. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Vendors. The Indicative commercial bids submitted by the vendors who are short listed in the technical bid evaluation process will be opened and those vendors will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Vendors who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the vendor(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction.

BUSINESS RULES FOR REVERSE AUCTION

APPLICABILITY:

Reverse Auctions are carried out under the framework of rules that are called Business Rules.

All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Annexure G-1.

Any vendor not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

ELIGIBILITY:

Only vendors who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

COMPLIANCE/CONFIRMATION FROM VENDORS:

The vendors participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

- Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure G-1.
- Agreement between service provider and vendor. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure G-2.

TRAINING:

- The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.
- Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the vendors with Reverse Auction process.
- Any vendor/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

TOTAL COST OF OWNERSHIP (TCO):

TCO refers to the aggregate amounts payable by the Bank for transfer of ownership.

TCO shall encompass but not be limited to the following:

- Cost of the equipment/product or services.
- License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licences).
- All existing taxes (including sales tax/VAT, service tax etc.), duties and levies.
- Installation and commissioning charges, if any.
- The prices should include the comprehensive onsite maintenance of the equipments covering all components, services, and visits to the concerned offices as specified in the RFP.
- Annual Maintenance Charges for the period as specified in the RFP.
- Transportation and Forwarding charges to respective sites.

- Training costs for the product/service/equipment if and as defined in RFP.
- Service Level Agreement (SLA) costs as defined in RFP for applicable period.
- Facility Management/infrastructure support costs as defined in RFP.

The TCO shall be arrived at after deducting 'buy back' costs involved and if/as defined in the RFP.

TCO, however, shall not include variables of Octroi and entry tax. These shall be paid as per actual and on production of receipts. However, no penalties respecting Octroi or entry tax shall be paid by the Bank and the vendor shall bear such expenses.

DATE/TIME FOR TRAINING:

- The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- The Bank shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Bank.
- No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

DATE/TIME OF REVERSE AUCTION:

The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.

Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

CONDUCT OF REVERSE AUCTION:

The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

SERVICE PROVIDER'S ROLE & RESPONSIBILITIES:

In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

For creating necessary obligations and rights, the service provider will also enter into an agreement with each vendor as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of vendor and service provider.

While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to vendors for fair and transparent conduct of Reverse Auction.

The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

TRAINING AND AUCTION:

- Service provider / auctioneer is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- Each vendor / bidder shall participate in the training at his / their own cost.
- Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.
- Authorized representatives of the bidders named in the authorization letter given by the vendor (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.
- Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- All the bids made from the log-in ID given to bidder shall ipso-facto be considered bid made by the vendor / bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
- Any bid once made through registered log-in ID / password by the vendor / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

- Every successive bid by the bidder / vendor being detrimental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a “Tie” in bids.

PROXY BID:

- A proxy bid is one where vendor can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrement ally reached by other bidders.
- When proxy bid amount is reached, the vendor has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- Since it is an English auction with no ties, two vendors submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- During training, the issue of proxy bidding will be clarified in detail by the service provider.

TRANSPARENCY IN BIDS:

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

MASKING OF NAMES:

Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

START PRICE:

Bank shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Bank would determine the start price for reverse auction.

DECREMENTAL BID VALUE

The vendors shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs 7500/- or 0.25% of the Start price of the Reverse Auction, whichever is higher.

The bid decrement value shall be rounded off to the nearest thousands of rupees.

For the sake of convenience of vendors, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of vendors to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

COPY OF BUSINESS RULES

The Bank shall supply copy of the Business rules to any vendors / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the vendor.

- The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.
- For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

REVERSE AUCTION PROCESS:

In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

EXPENDITURE ON REVERSE AUCTION:

All expenses of reverse auction shall be borne by the Bank. Vendors, however, shall attend the training or mock auction at their own cost.

CHANGES IN BUSINESS RULES:

Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

- Any / all changes made in Business Rules shall be uploaded in the Website immediately.
- If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

DON'TS APPLICABLE TO THE BIDDER/VENDOR:

- No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.
- Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

GRIEVANCES REDRESSAL:

- Any aggrieved vendor / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.
- The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance.
- Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all vendors participating in the Reverse Auction.

ERRORS AND OMISSIONS:

On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

Annexure G(1)

COMPLIANCE STATEMENT

(To be submitted by all the vendors participating in Reverse Auction)

To,

Union Bank of India
Technology Centre,
Adi Shankaracharya Marg,
Jogeswari Vikhroli Link Road,
Powai, Mumbai - 400 072

DECLARATION

We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.

We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexure and the Business Rules for Reverse Auction.

We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.

We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.

We confirm having nominated Mr _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.

We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name -

Date:

Name of Authorised Representative: _____

Signature of Authorised Representative: _____

Verified above signature

Competent Authority Signature : _____

Date: _____

Annexure G(2)

Letter of Authority for participation in Reverse Auction

To,

Union Bank of India
Technology Centre,
Adi Shankaracharya Marg,
Jogeswari Vikhroli Link Road,
Powai, Mumbai – 400 072

We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.

We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.

We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.

Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.

We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name –

Company _____	/	Organization _____	-
Designation _____	within	Company _____	/
		Organization _____	-

Address of Company / Organization – _____

Date:

Name of Authorised Representative: _____

Designation of Authorised Representative: _____

Signature of Authorised Representative: _____

Verified by: _____

Signature of Verifying Authority: _____