



Indian Institute of Banking & Finance
Kohinoor City, Commercial II, Tower I,
2nd Floor, Kirol Road,
Kurla - West
Mumbai – 400 070.

REQUEST FOR PROPOSAL

**FOR DEVELOPMENT & HOSTING OF E-LEARNING MODULES FOR
VARIOUS COURSES OF THE INSTITUTE**

TO BE SUBMITTED ON OR BEFORE
7th April-2016 by 2PM

ADDRESSED TO:

Chief Executive Officer
Indian Institute of Banking & finance
Kohinoor City, Commercial II, Tower I,
2nd Floor, Kirol Road,
Kurla – (West)
Mumbai – 400 070.

IIBF Request for Proposal for Developing and Hosting the E-learning Courses

1. ABOUT IIBF :

Established in 1928 as a Company, Indian Institute of Banking & Finance (IIBF), formerly known as The Indian Institute of Bankers (IIB), is a professional body of banks, financial institutions and their employees in India with a Mission to develop professionally qualified and competent bankers and finance professionals primarily through a process of education, training, examination, consultancy/counseling and continuing professional development programs. During its 88 years of service, IIBF has emerged as a premier institute in banking and finance education for those employed as well as seeking employment in the sector. Since inception, the Institute has awarded several banking and finance qualifications, viz., JAIIB, CAIIB, Diplomas and Certificates in specialized areas and helped the practitioners of banking and finance to sustain their professionalism through continuing professional development programs.

IIBF is a 'Distance Learning' Institute. The candidates who appear for examinations get adequate educational/knowledge inputs through various educational services offered by the Institute. The pedagogy of Distance Learning offered by the Institute is (i) publishing specific courseware for each paper/examination; (ii) tutorials through accredited institutions; (iii) contact classes; (iv) video lectures; (v) e-learning through portal; (vi) campus training for select courses, etc.

As a professional body, IIBF ensures that its members are given updated information about the profession they practice. Towards this end, the Institute offers a daily e-news letter called "Fin @ Quest", a monthly bulletin – "IIBF-Vision", a quarterly journal – "Bank Quest" and Research Studies and publish Research Reports; Management Development courses in collaboration with leading Management Institutions, besides organizing Seminars, Conferences, Lecturers, short duration programs, etc., as part of Continuing Professional Development.

The Institute's Governing Council consists of eminent persons from the banking and finance sector, academicians and professionals.

IIBF is an ISO 9001-2008 certified organization with its Corporate Office in Mumbai and four Professional development centres in Delhi, Chennai, Mumbai and Kolkata.

2. Major Activities of the Institute:

Membership: IIBF has got over 6.39 lakh individual members. There are 736 Institutional members (Banks and Financial Institutions).

Course Offered: The Institute currently offers courses such as

- **JAIIB**
- **CAIIB**
- **Diploma in Banking and Finance**
- **Diplomas** like Diploma in Treasury, Investment and Risk Management, Diploma in Banking Technology, Diploma in International Banking and Finance, Advance Diploma in Wealth Management etc.

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- **Certificate Courses** in Anti- Money Laundering and Know Your Customer, Trade Finance, Information System Banker, Credit Card for bankers, IT Security, Cyber Crimes & Fraud Management, FEMA, Rural Banking etc
- **Blended Courses** in Credit Management, Treasury, Compliance, HRM etc.
(for details visit- www.iibf.org.in)

All these examinations are backed by specially developed courseware. The Institute has published these courseware and they are available with the publishers viz. M/s Macmillan India Ltd. M/s Taxmann Publications Pvt. Ltd and also with leading books shops.

Web Portal: Institute provides educational support through it's portal for the various courses of the examinations through e-learning and video lectures. It renders web based professional skill-set development courses in selected areas.

3. Introduction of the Assignment :

The Indian Institute of Banking & Finance (IIBF) desires to develop the e-learning modules for some certificate/diploma courses/subjects offered by the Institute (**refer Annexure – III**). The number of pages in these books ranges from 200 to 650 per book. Total number of pages for the entire work is estimated to be around 3800 pages. These e-learning modules will be offered to the eligible candidates of various courses over the Internet. The e-learning content to be developed should be hosted/managed/maintained by the bidder in a level-III or higher data centre.

In this connection, Institute would like to invite open tenders through this RFP(Request for Proposals) from reputed bidders, who can provide an end-to-end solution as a turnkey project to develop and host the e-learning modules for the said courses of IIBF using a state-of-the-art technology.

4. Brief Scope of Work, Specifications and Requirements

4.1 Scope of Work

- (a) e-learning Content Development: The project will result in creation of multimedia information based e-learning Modules. The modules should be developed using the state-of-the-art e-learning techniques to deliver simple, clear information pertinent to key points in theoretical subjects of banking & finance. While developing the e-learning modules in English based on the material furnished by the Institute, the successful bidder may incorporate latest changes, if any. Such updates will be approved by the Institute.
- (b) Hosting Services: The bidder has to host, manage and maintain the content with a world class LMS (Learning Management System) as on turn key basis for all the said courses irrespective of number of users logins to the content for 5 years from the date of hosting the content of these subjects. The bidder has to provide an administrative module for uploading the courses, registration of the courses (in batch mode) and should send the details of the e-learning courses to the candidates with a login id and password and candidates should be able to access the e-learning through IIBF's website. The validity of e-learning to be provided to candidates should be parameterisable The LMS should also

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provide the necessary MIS reports which will be finalized at the time of systems requirements study. This entire process should be done with necessary security so that no un-authorized person is able to access the e-learning modules or the contents.

4.2 Specifications

- (a) The courseware should be compliant with the latest version of Sharable Content Object Reference Model (SCORM) standard. The SCORM compliant courseware to be developed, should be interactive and have minimum 15% of graphics to text, video, audio, animation etc. in the form of charts, graphs and pictorial representations and **around 5% to 10% game based e-learning content overall**. The modules should have an option of voice-over on/off in case candidates would like to use the options. The courseware developed should be portable on any standard LMS(Learning Management System) and also should run independently on any standard browser. The description of necessary hardware infrastructure required for hosting is specified in clause no 12 of this RFP.
- (b) The e-learning content should be accessible through **standard smart phones/tabs/PDAs using the Mobile operating systems**. It should be portable on latest mobile Operating systems such as Android, Apple iOS, Windows OS, and Blackberry OS etc., in the wireless network. The e-learning must be accessible through any standard mobile browsers.
- (c) The e-learning should be compliant with accessibility guidelines (for differently abled people) and may be offered as an OPTIONAL item.
- (d) Quality of the content: The e-learning content to be developed should adhere to the basic quality standards. The bidder should engage the right SMEs(experienced and knowledgeable in the subject) to identify the learning points from each subject. The learning points should be shared with the faculty concerned from IIBF and should seek approval before scripting the story board content. The bidder should also take the sign-off from the respective faculty of IIBF for “Proof of Concept” by showcasing at least one or two chapters and proceed further for scripting the story board of subsequent chapters in a subject.
- (e) If the final content delivered by the bidder is not acceptable to IIBF, the Institute may recover the costs paid so far and may invoke the performance guarantee.

4.3 Requirements

Institute is looking for a single entity for developing, delivering and performing the entire project and will be responsible and accountable to IIBF.

The entire e-learning assignment,, which will be released in a phased manner should be completed on a turnkey basis, that is, build and operate model..

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The successful bidder is required to:

- develop a story board for each module, including content and media treatments
- Work in a collaborative, iterative process to refine and improve each module
- Take on all aspects of production, including integrating text, developing graphics (images and animations), and other content, creating a user interface and associated tools, coding and final assembly into a functional product.

4.4 Mechanism of e-learning:

A prospective candidate visits IIBF site, clicks the link “LEARN ONLINE”, selects a course from a course list, registers his personal details, enters course fee details, makes payment online over the Internet(Optional). The bidder should develop the registration form for e-learning and offer such facilities to the candidates if the Institute desires to do so in future. After completion of registration, the admin module of e-learning should accept details of candidates, fee paid for the e-learning courses registered and send an automatic e-mail to each candidate with a login ID and passwords for the e-learning modules. This entire process should be done with necessary security so that no un-authorized person is able to access the e-learning modules or the contents thereof.

5 . Bidding Process:

Institute is inviting tenders for developing e-learning modules for some of the courses offered by IIBF through this RFP(Request for Proposal) to identify a suitable solution provider and inviting bids in separate sealed envelopes for Technical and Commercial bids . Details of technical and price bids are given in clause 9.1 and 9.2 respectively.

6 . Schedule of activities of Bidding:

The schedule of activities of bidding process is as under:

Sr. No	Description	Date
1	Releasing of Request for Proposal (RFP)	9 th March-2016
2	Submission of written requests for any Clarifications from prospective bidders. The queries may be sent to gnrao@iibf.org.in	17 th March -2016
3	Pre-bid meeting for clarifications on written Queries	23 rd March – 2016
4	Last Date of submission of Proposal up to 2PM	7th April – 2016
5	Opening of technical bids in the presence of Bidders at 3PM	7th April – 2016
6	Technical Presentations from the bidders as	18 th April-2016

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	part of technical evaluation	
7	Opening of commercial bids in the presence of bidders who qualify in the technical round	28 th April -2016
8	Issue of work order	16 th May -2016

The above dates are tentative and IIBF reserves the right at its discretion to change the schedule of activities, including the associated dates

7. Minimum Eligibility Criteria:

Sr.	Minimum Eligibility Criteria	Supporting Document
a	The bidder should have been in the business of developing the e-learning content or similar products for past 5 consecutive years.	Certificate of incorporation
b	The bidder should have registered a turnover of Rs.25 crores or above during each year for the last three completed financial years.	self certified copies of the audited balance sheet and profit & loss statement for the last 3 completed financial years.
c	The bidder should be earning a Net Profit or having +ve Net Worth in each of the last three completed financial years.	Self certified copies of the audited balance sheet and profit & loss statement for the last 3 completed financial years.
d	The bidder should have executed at least three orders of similar nature / value and preferably in multiple locations with Educational Institutes	<ul style="list-style-type: none"> • PO • Project completion report
e	The bidder should provide the proof of accreditation to Quality Management Systems like ISO 9001:2008/ SEI CMMI Level 5 / Six Sigma practice(<i>Minimum one certificate is necessary</i>)	Copy of Certificate
f	The bidder should have qualified and experienced software engineers for designing developing, and maintaining the Learning Management System(LMS) along with e-learning content.	self certified statement indicating Number of Software Engineers / Faculties as on DD/MM/YYYY with qualifications and year/s of experience.
g	Bidder should have remote service delivery infrastructure to ensure immediate response and faster resolution. Bidder has to have 24 X 7 Telephonic support for soft calls resolution which are skill based.	Detailed address of support offices in metros(Mumbai, Delhi, Chennai and Kolkata)
h	The bidder should have it's own data centre or an arrangement with third party (such	Enclose the copy of the agreement

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	agreement must be valid through the contract period plus one year)	
i	The agency should have at least 5 SMEs(subject matter specialists) with them.	Copies of CVs of SMEs should be shared
j	The bidder should have their own LMS or an arrangement with third party (such agreement must be valid through the contract period plus one year) However it is the sole responsibility of developer to ensure proper/continuous services to IIBF without any disruptions for whatsoever reasons more specifically mentioned in clause 17(ii) of RFP.	If it is own LMS a declaration should be furnished along with the technical bid. If it belongs to third party the necessary certification should be furnished from the OEM along with technical bid.

Note:

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.
- Failure to meet any of these criteria will disqualify the bidder and it will be eliminated from the further process.
- The Institute reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and decision of the Institute, in this regard shall be final, conclusive and binding upon the bidder.
- ‘Project Completion Report’ should include references of customers for whom website development projects of similar complexity / size / cost have been successfully implemented and is/are in operation. Provide details of hardware, operating systems, application software, size of network, size of database etc. and a certificate from the client regarding the performance of such solutions provided. .

8. Conflict of Interest:

Any bidder who is in a similar business as that of IIBF in the areas of education, training and certification, as decided by the IIBF will not be considered and no correspondence or queries shall be entertained from such bidder.

9. Evaluation of Bids:

The technical proposals will be evaluated as per the clause 9.1 given in this RFP.

9.1. Technical Evaluation:

Techno Functional Features :The features and functionalities of LMS are provided in ANNEXURE – I. The bidders are requested to give their response to each of the items.

Evaluation weightage:

Points/marks will be awarded on the following basis as against each of the required technical features / Functionalities given in Annexure –I.

Points for Functional Features (Annexure-I):

- | | | |
|----------------------|--------------|-------------|
| 1) Feature available | | - 2 Points |
| 2) Customisation | in 1 Month | - 1 Point |
| 3) Customisation | in 3 Months | - 0.5 Point |
| 4) Customisation | not possible | - 0 Point |

Customisation period is in calendar months and will commence from the date of the functional sign-off (Sub-weightage for technical/functional feature is 40 points and hence, and accordingly the relevant score would be worked out)

Total techno functional features will be given 100 points as follows :

- | | |
|--|-------|
| 1) Functional / Features (Annexure-I(a) / (I(b)) | - 40 |
| 2) Past Experience, Support/Reference | - 30 |
| 3) Presentation/ Walk through /Demo | - 30 |
| Total | - 100 |

Mechanism of awarding Technical Scores to bids:

The bidder/s who score/s highest points will be awarded with full Technical weightage of 70 marks, and accordingly the second highest; third highest scores will be calculated in proportion to the highest points obtained by a bidder in the technical round.

For example:

Suppose in response to the RFP, 3 bids are received from Bidder A, Bidder B & Bidder C then their scores will be calculated as under:

Assume, the bidders obtain the points as given below, based on the techno functional features:

Bidder A gets - 65 points,

Bidder B gets - 70 points

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and Bidder C gets – 90 points

As technical points are given 70% of weightage, the technical scores of each bidder are calculated as under:(arriving points proportionately with the highest points divided by points obtained by a bidder and multiplied by the technical weightage ie. 70)

The technical score of Bidder C will be = $\frac{\text{points awarded to C} (90)}{\text{Points awarded to C} (90)} \times 70 = 70$

The technical score of bidder A will be = $\frac{\text{Bidder A's score (65)}}{\text{Bidder C's score (90)}} \times 70 = 51$

The technical score of bidder B will be = $\frac{\text{Bidder B's score (70)}}{\text{Bidder C's score (90)}} \times 70 = 54$

Note:

- **Bidders who score 70% or above points/marks(will be rounded to nearest integer) in technical round will only be considered for further evaluation.**
- **Bidders who obtain less than 70% point/marks in he technical round shall be disqualified.**
- **The commercial bids received from the bidders who qualify in the technical round will be opened in the presence of all qualified bidders as per RFP schedule.**
- **No further discussions/interactions will be entertained with a bidder/s who gets disqualified/rejected in the technical round**
- **The bidder/s who gets disqualified in the technical round will be intimated accordingly and their EMD and unopened commercial bids will be returned back to them.**

No further discussions/interactions will be entertained with a bidder/s who gets disqualified/rejected in the technical round.

9.2. Commercial Evaluation

A commercial bid which carries the lowest cost will be given the full weightage of 30 points and other bids are rated in inversely proportional to their prices.

As commercial bids are given 30% of weightage, the commercial score of each bidder is calculated as under:(arriving points in inversely proportional with the lowest price divided by price offer by a bidder and multiplied by the commercial weightage ie. 30)

For example:

Suppose the prices quoted by the qualified bidders are as under:

Price quoted by bidder 'A' is = Rs.120/-

Price quoted by bidder 'B' is = Rs.100/-

Price quoted by bidder 'C' is = Rs.110/-

In this case, bidder 'B' will get full '30' marks as it is lowest among others.

$$\text{The commercial score of bidder 'A' will be} = \frac{\text{Bidder B's price}(100)}{\text{Bidder 'A' price}(120)} \times 30 = 25$$

$$\text{The commercial score of bidder C} = \frac{\text{Bidder B's price}(100)}{\text{Bidder C's price}(110)} \times 30 = 27$$

The weightages of technicals and commercials will be added together to arrive at the Total weightage out of hundred marks for each bidder. The bidder who secures the highest combined weightage will be ranked as H1, second highest as H2 and third highest as H3.

For Example:

From the above examples, three bidders with combined Technical and Financial evaluations score would be ranked as under:

$$\text{Bidder A} = 51 + 25 = 76 = \text{H3}$$

$$\text{Bidder B} = 54 + 30 = 84 = \text{H2}$$

$$\text{Bidder C} = 70 + 27 = 97 = \text{H1}$$

Proposal of bidder C at Rs.110.00 will be considered as most responsive bid and it may be called for further price negotiations, if needed.

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The bidder who obtains 'H1' score will be awarded the contract.

Note:

- **The above evaluation will be carried out jointly (i) for content development and (ii) hosting, managing and maintaining the content with LMS and contract will be awarded .**
- **IIBF's decision in respect of evaluation methodology and short-listing the bidders will be final and no claims whatsoever in this matter will be entertained.**

9.3. Proposal Format :

- The technical proposals should be submitted in a sealed cover, marked as '**Technical-Information only**', the sealed proposal should be submitted in big cover super scribed with '**Proposal for E-Learning**'
- The bidder should submit the proposals with a clarity & properly paginated so that the papers are not lost.
- The proposals, which are not sealed or tenders sent through Fax /e-mail will be summarily rejected.
- The proposals which are not submitted in the prescribed format or incomplete in details are liable for rejection.
- The proposals containing unauthenticated erasing or alterations will not be considered.

9.4. Technical Proposal should include the following:

- A covering letter duly authorized by an authorized person of a firm/company on its letterhead and should be duly signed by the authorized person with his/her name, title and seal. The Letter shall include:
 - a) A statement of deviations may be included, if applicable.
 - b) A statement of proprietary information may be included, if applicable.
- Table of Contents (List of documents enclosed)
- Compliance with all functional requirements as per Annexure –I
- Authorisation letters from OEMs (Original Equipment Manufacturers/Software Bidder) of the quoted products, in case of 3rd party products.

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- Detailed technical specifications/brochures of the solutions proposed.
- Detailed architecture of the proposed solution with all the features/functions of the systems. This should also include details of the hardware system that will be used to host the LMS and contents even though it is a hosted model.
- Future road map on scalability, version upgrades/releases etc.
- Proof of implementation of similar project.
- Resume of the proposed Project Management team with Name, Designation, qualification & experience details.
- Specify the Hardware, Operating System, Software licenses, bandwidth required for successful implementation.
- Technical proposal should **not** indicate any cost aspect directly or indirectly.

9.5 Inputs on commercial bid

Bidders have to provide prices in a separate envelope.

- The envelope shall consist of the item wise prices and total prices of all items as per the Annexures – II(a) and II(b).

The bidders should provide all the relevant price information and should not contradict the Technical proposal in any manner. **All prices should be quoted in Indian Rupees only.**

The bids should include the Annual Maintenance charges of hosting, managing and maintaining e-learning contents along with the LMS for 5 years after commissioning of the e-learning. The e-learning content developed will be under warranty for a period of one year from the date of commencement of hosting content.

Taxes ruling at the time of delivery of material and the resultant billing will be paid at actual.

The prices will hold good for a period of one year. The prices will not change till the end of hosting period after acceptance of the order letter.

10. System Acceptance Testing:

Unsatisfactory performance of the e-learning modules and LMS may result in rejection of part or whole during acceptance testing. Acceptance test will end when the performance of the system meets the functional & technical specifications at Primary Site.

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At the end of the successful completion of acceptance test, the e-learning modules and LMS shall be given a sign-off for full-fledged commissioning of the same.

11. Training:

Bidder shall organize for user training as follows:

Three calendar days of training should be provided on LMS and e-learning modules to the identified people from the institute.

- Bidder will provide Module wise Documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of module/activity with issues and action steps.
- User training should include amongst other, the following:
 - a) Features/Functionality available in the Module
 - b) Parameterization
 - c) Background process
 - d) Analytical tools.
 - e) Reports

12. Infrastructure Sizing:

The Bidder must deploy optimal infrastructure such as Hardware, Operating System, Database, Middleware etc. keeping in view current requirements and extrapolate the same for the full period (i.e. 5 years).

The basic parameters for sizing are given herein under.

Projected Growth – 15% per annum.

At any point in time, the load on the hardware proposed for the solution should not exceed 70% of Memory, CPU, Hard Disk utilisation levels during the AMC Period. In case, the load increases, appropriate hardware sizing needs to be ensured.

The response time at client end should always be less than 3 seconds.

During the contract period, if at any stage, it is found that the solution provided by a bidder is not able to match the requisite performance as per the sizing parameters (i.e. up time above 99.5% and response time < 3 seconds) the bidder shall have to upscale the hardware, software without any additional cost to the Institute. The host-end should be adequately covered with the best security possible.

The host-end system should be capable of keeping the data at least for 5 years. Old data (more than 5 years old) should be available through purging & archival option.

13. Terms and Conditions:

- The bidders must sign / initial on all the pages of the RFP and give an overall undertaking that all the terms and conditions as specified in the RFP have been understood and will abide by the terms and conditions stipulated. This will have to be done while submitting the bid/s; failing which, the bids will be rejected
- In case if any bidder seeks to clarify any terms of RFP or have doubts that must be done at the pre-bid meeting stage only. After pre-bid meeting, no deviation from the RFP terms will be entertained and if any bidder is found to have deviated from the RFP terms, their bids will be rejected and they will be disqualified from the RFP process.
- The project will be implemented in phases
- IIBF is a not-for-profit educational Institute and is eligible for special prices available for educational institutes. Bidders are requested to consider the same while submitting the commercial quote.
- The Bidder will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager should make on-site decisions regarding scope of the work and any changes required therein.
- The bidder shall provide all reference manuals, booklets, e-books and other materials required for the effective maintenance of the systems.(print copy 3 number and softcopy)
- The technical proposal will be evaluated for technical suitability as well as for other terms and conditions.
- Functional & technical information of the solution being offered must be provided in the exact format as given in RFP.
- Selected bidder will have to sign a service agreement with the Institute, incorporating the requirements specified in this RFP
- Bidder should specify only a single solution which is cost-effective and meets IIBF's requirement and should not include any alternatives.
- Along with technical proposal, the bidder should submit a masked copy of commercial bid as per the Annexures II(a), II(b) (without figures). In case the commercials are disclosed along with technical proposal, such a bid is liable to be rejected.
- The bidder shall bear all costs associated with the preparation and submission of the proposal, attending pre-bid meeting or arranging product walk through etc. IIBF will provide no reimbursement for such costs.
- To assist in the scrutiny, and evaluation the Institute at its discretion, may ask some or all bidders for any clarifications of their offers.

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- All version upgrades of LMS should be provided free of cost to the Institute, i.e. there should not be any licensing cost. While quoting, the bidders should anticipate the version /product changes during the entire project (TCO) period(including AMC period of 5 years) and should be incorporated the same in their commercial proposals.
- Bidder are expected to customise all gaps observed in the Functional & Technical RFP Product Demonstrations, Core Team and End User Training, UAT, implementation phase for the LMS and e-learning content to be developed.
- The bidder will be responsible to provide complete documentation of the solution (three hard copies and in a soft copy) which includes but not limited to the following:
 1. User Manuals; including Error Messages, their meanings and action steps.
 2. Design and Analysis Manuals with the relevant data flow diagram
 3. Detailed Architectural Design, including fail over methodology/ strategy at both Primary & DR Site.
 4. Maintenance Documents.
- Post implementation/live support / call centre services will be required based on the schedule of the examination.
- Bidder shall submit progress report for the project as per mutually agreed reporting format/interval. Bidder will be responsible to implement appropriate measure and reporting capabilities in timely manner.
- Bidder shall be responsible for knowledge transfer to the incoming bidder at the end of contract period. This shall include amongst other, system walkthrough and hands on support for minimum of 2 weeks / one exam cycle.
- Any effort by a bidder to influence the IIBF on any matter relating to the proposal, it's evaluation, comparison, selection may result in the rejection of the bidder's proposal.

14. Earnest Money:

A bidder who wishes to respond to the RFP should deposit earnest money of Rs.10,00,000/- (Rupees Ten lacs only) in the form of a bank guarantee valid for six months which will be refunded in case the bidder is not assigned the work. The earnest money will be forfeited in case the successful bidder picks up the order and does not proceed with the project. This period will be decided by the Institute.

15. Project Schedule:

The project should be completed within a maximum period of one year from the date of issue of the order. The bidder should deliver the gold product (final product) of the e-learning for the subjects as given in Annexure-III in two to three slots of 5 months each. As the time is essence of the project, the bidders should complete the project the stipulated time period.

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Milestone	Delivery Week
Advance along with Contract Award	0
Functional Specification Document Delivery for all subjects of the phase	3

Time line for each book delivered by IIBF	0
Delivery of story board content by vendor	8
Clearance of story board content by IIBF	11
Delivery of Alpha content by Vendor	13
Clearance of Alpha content by IIBF	15
Delivery of Beta content by vendor	17
Clearance of Beta content by IIBF	18
Delivery of Gold content with Voice-over	21

16. Bank Guarantee

The successful bidder shall furnish two bank guarantees as under:

a) Bank guarantee towards content development

The successful bidder shall furnish the performance security equivalent to 10% of the total content development cost in the form of Performance Bank Guarantee issued by a Commercial Bank in India valid for a period of 18 months . The project duration (approximately 12 months) will commence from the date of issue of the first lot of books by the Institute till the delivery date (as stipulated by the Institute) of the last lot of the books by the successful bidder.

(b) Bank guarantee towards one time set up charges and annual maintenance charges

The hosting period will be for 5 years from the date of commencement of hosting. Accordingly, the successful bidder shall furnish the performance security for six years equivalent to 10% of the one time set up charges and total annual maintenance charges.

17. Penalty :

(i) For content development:

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The successful bidder should complete the project as mentioned in clause 15. Otherwise, after completion of the specific period as mentioned in the project schedule, a penalty@1% of the contract value of the related subject per week or part thereof until actual delivery of e-learning, limited to a maximum of 5% of total cost (TCO) may be levied by IIBF. Once the maximum is reached, IIBF may consider termination of the contract and the performance security (Bank Guarantee) may be invoked.

(ii) For hosting service:

Notwithstanding any dispute/litigation between the developer and the third party in connection with the arrangement/understanding for whatsoever reasons leading to disruption/deficiency/stoppage of service to IIBF; the Developer agrees without any demur to pay a penalty of Rs. 1 Crore (Rupees one crore only) to IIBF. The payment of the said penalty arises immediately on the failure of Developer to restore the proper services in question.

Such a default on the part of Developer for whatsoever reasons in restoring the proper services to IIBF as aforementioned also tantamount to breach of these presents.

Developer agrees and understands that IIBF/Client has nothing to do with the terms/ understanding/arrangement between the developer & third party and IIBF is neither bound by any such arrangement nor any duty/obligations whatsoever flows from the said arrangement/understanding.

(iii) Interruption in the services:

In the event of any disruption in the services for a continuous period of 48 hours, IIBF at its discretion can impose a penalty in the sum of Rs.20000/- per day till resumption of the services.

18. Termination of contract:

- (a) If the final content delivered by the bidder is not as per clause 4.2 (scope of work), in addition to invoking of penalty clause the contract is liable to be terminated.
- (b) Both the parties have a right to terminate the contract by giving three months notice in writing subject to the clauses 18(c) and 18(d) herein after appearing.
- (c) In the event of bidder choosing to terminate the contract without any reasonable cause and/ or failure on his part to perform the contract in full or in part, the Institute reserves the right to invoke bank guarantee and/or take any other steps as may be deemed necessary.
- (d) If the final content delivered by the bidder is not acceptable to IIBF and it chooses to terminate the contract, the Institute may recover the costs paid so far and may invoke the performance guarantee.

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19. (a) Payment schedule for developing e-learning content is as under:

These charges will be paid for total pages of books released lot wise.

For example in a lot if 5 books are given whose total pages are 1500 the total development charges for this lot is = $1500/100 \times$ cost of developing every 100 printed pages of A4 size.

Milestone	% of cost of developing every 100 printed pages of A4 size or thereof
Advance with award of Contract	10%
Delivery of Functional Specification Document	5%
Delivery of Storyboard level content	20%
Delivery of Alpha content	30%
Delivery of Gold content	25%
*After one year of Warranty	10%

*Note: The payment earmarked against warranty period may be released on furnishing a performance bank guarantee for similar amount from a commercial bank for a period of one year. In case the content delivered by the bidder does not perform as per Institute’s expectations the same will be brought to the notice of the service provider for its rectification. Despite the Institute’s notice for resolving the error, if the bidder is not able to correct the same within 4 weeks, the bank guarantee will be invoked .

(b) The payment schedule on a milestone basis in respect of one time Hosting Infrastructure Cost/Admin Module(one time charges for LMS Customization) is as follows:

Milestones for payment	% of the total cost of Hosting Infra. and Admin module of LMS
Advance with award of contract	10%
Functional Specification Document, Detailed Specification Document	10%
Prototype Delivery	10%
Sing-off of User Acceptance Testing after commencement of hosting	60%
*After one year of Performance warranty	10%

*Note: The payment earmarked against warranty period may be released on furnishing a performance bank guarantee for similar amount from a commercial bank for a period of one year. In case the hosting infrastructure does not perform as per Institute’s expectations the same will be

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brought to the notice of the service provider for its rectification. Despite the Institute's notice for resolving the error, if the bidder is not able to correct the same within 4 weeks, the performance bank guarantee will be invoked.

- (c) **The AMC charges will be paid in proportion to the number of pages hosted, provided content for the entire subject is delivered.**
- (d) **Payment on account of AMC will be made at the end of each quarter of the calendar year which will be equal to 25% of yearly AMC charges payable based on the number of pages of subjects hosted.**

20. Source Code:

The bidder must provide the source code of the programs developed to the IIBF. The source code must be editable in the appropriate integrated development environment(IDE) along with the story board, gold content(final product) of the e-learning.

21. Waiver of Minor Irregularities:

IIBF reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IIBF. Where IIBF may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the bidder from full compliance with the RFP specifications and other contract requirements if the bidder is selected.

22. Modify/Withdrawal of Proposals:

Prior to the last date specified for receipt of proposal, a submitted proposal may be modified/withdrawn by submitting a signed written request for its modification/withdrawal to IIBF.

23. Non-Disclosure:

The contents of the proposal and all the project outputs should not be disclosed to any party unless Bidder and IIBF mutually agree in writing to the same. Bidder will not use the contents of this proposal to bid for any other contract. The IPR of the content will vest with IIBF and the bidder agrees to deliver the content to IIBF at the end of the contract period.

The following Annexures shall form part of the RFP and should be read together while submitting the proposal.

Annexure – I(a) & I(b) : Features & Functionality of E-learning Content & LMS

Annexure – II(a) & II(b) : Commercial Templates (for the purpose of indicative prices)

The Institute reserves the right to change / add / modify / relax any / all conditions stipulated or increase / decrease items requested as also to accept / reject any / all offers without assigning any reason whatsoever.

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The Institute also reserves the right to cancel this RFP or go for a fresh one with or without any amendments without any liability or any obligations.

The decision of the Institute in selecting the bidder would be final and conclusive and the Institute will not entertain any correspondence in this regard.

Bidders are requested to offer the best price, item wise (inclusive of taxes), along with other terms and conditions on or before 7th April-2016 by 2.00 pm in sealed envelopes duly super scribed ‘**Proposal for Developing & Hosting the E-Learning’ (Technical-Information only)** ‘**Proposal for Developing & Hosting the E-Learning’ (Commercial-Information only)**. Both the envelopes should be enclosed in a bigger single envelope super scribing “**Proposal for Developing & Hosting the E-Learning Modules**” and the same should be addressed and forwarded to :

**Chief Executive Officer
Indian Institute of Banking & Finance
Kohinoor City, Commercial II, Tower I,
Second Floor, Kiroli Road,
Kurla - West
Mumbai – 400 070.**

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ANNEXURE – I(a)

Features of E-Learning Content: (2 Points are earmarked for each feature/functionality)

Sr.No	Description	Feature Available	Can be customized in One month	Can be customized in 3 months	Not Available
1	The e-learning module content must be multimedia enabled				
2	The content should be developed with the state-of-the-art e-learning techniques				
3	The content should deliver simple, clear information pertaining to key points in theoretical subjects of banking & Finance				
4	The content should compliant with the latest version of SCORM standard				
5	The e-learning content should be interactive				
6	The content should have minimum 15% of graphics to text, video, animation etc. in the form of charts, graphs, and pictorial representations				
7	The content should have voice-over and should have an option of on/off.				
8	The content should be portable on any standard LMS				
9	The content should also run independently on any standard browser				
10	Content Should be accessible through standard smart phones/tabs etc., using mobile operating systems.				

Note:

All features will be taken into account for awarding points. Maximum-20 Points

- 1) Feature available - 2 Points
- 2) Customisation in 1 Month - 1 Point
- 3) Customisation in 3 Months - 0.5 Point
- 4) Customisation not possible - 0 Point

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ANNEXURE – I(b)

Features and Functions of LMS: (2 points are earmarked for each Mandatory feature/functionality)

Sr.No	Description	Feature Available	Can be customized in One month	Can be customized in 3 months	Not Available
1.	The LMS should Support Blended Learning (M)				
2	It should support to host wide range of 3 rd party coursewares (M)				
3	It should support latest versions of SCORM /AICC standards (M)				
4	The LMS should have an assessment module, which can used to test, assess, evaluate, the students learning path and report their progress to the tutors concerned. (M)				
5	The LMS should have capabilities to cull-out assessments from multiple sources, including peer reviews and 360 degree feedback tools. (Preferred)				
6	Based on assessments faculties should be able to determine whether results are weighed, averaged and compared to determine skill gaps of students. (Preferred)				
7	The LMS should have skill management module which will help in measuring training needs and identify improvement areas based on student's collective competence in specified areas (Preferred)				
8	The LMS should have a features to support a community learning or collaborative learning which can communicate across an organization (Preferred).				
9	The LMS should support chat rooms (Preferred)				
10	The LMS should support Bulletin boards and news groups (M)				
11	The LMS should have online support and help desks (M)				
12	The LMS should support the response time less than 3 seconds while accessing a learning page (M)				
13	The LMS must enable an administrator to manage user registrations and profiles, define roles, set curricula, chart certification paths, assign tutors, author courses, manage content, and administer internal budgets, user payments,				

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	and charge backs. (M)				
14	The LMS should have capability to integrate with a payment gateway of banks and accept the online payments. (M)				
15	Administrator module should provide an access to training database, enabling administrator to create standard and customized reports on an individual and group performance. . The reports should be scalable to the entire workforce. (M)				
16	The system should also be capable to build schedules for learners, instructors, and classrooms. (Preferred)				
17	All features of the LMS should be manageable using automated user-friendly administration interface (Preferred)				

Note: All features marked with “M” (Mandatory) will be taken for awarding points Max-20.

- | | | |
|----------------------|--------------|-------------|
| 1) Feature available | | - 2 Points |
| 2) Customisation | in 1 Month | - 1 Point |
| 3) Customisation | in 3 Months | - 0.5 Point |
| 4) Customisation | not possible | - 0 Point |

ANNEXURE – II(a)

Commercial Template for Content Development (Including mobile compatibility)

(for tentatively the subjects as given in the annexure-III)

Sr.No	Particulars	Cost of content Development including updating the content for a period of 5 years(including modification of the content which may take up to 3 man hours) (Amount in Rs.)
1	Total Design Development charges for every 100 printed pages of A4 size (font size 12) and part thereof for approximately 3800 pages of content. For example; cost here will be worked out as under: 3800/100* rate for 100 pages	

Note: The number of pages indicated above (3800) are tentative. The actual number may vary.

The charges for developing any new content in future, per printed page of A4 size and part thereof will be same as the design and development charges for 100 printed pages of A4 size as given.

Annexure – II(b)

Commercial Template for one time setup charges and Hosting, Managing, Maintaining of the content along with LMS and Admin module.

(For 25000 login ids(approx.) per annum with a projected growth of candidates 15% per annum for 5years)

Sr.No	Particulars	Amount in(Rs.)(Recurring Annual Charges should be constant for 5 years without any hike)
1	One time setup charges for Hosting, Managing the Content, LMS and admin module of LMS (Infrastructure cost)	
2	Total Recurring Annual Maintenance Charges of Hosting, Managing etc along with LMS for 5 years (total bid price should be for approximately 3800 pages)	

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Annexure – III (List of books for developing the E-Learning Modules)

Sr. Nos.	Name of Books	No. of pages
1	International Banking Operations	278
2	International Banking : Legal & Regulatory Aspects	204
3	International Corporate Finance	232
4	Small and Medium Enterprises in India,	304
5	Anti-Money Laundering & Know Your Customer (Know Your Banking - III	249
6	Customer Service & Banking Codes and Standards	475
7	IT Security	307
8	Cyber Crimes and Fraud Management	239
9	Compliance in Banks	533
10	Credit Management	663
11	Digital Banking	300
	Total Pages	3784

Note: The number of books and pages indicated above are tentative.

The institute may add / delete any additional courses/subject on banking and finance during the tenure of the project or in future for developing e-learning.

ANNEXURE - A

STATEMENT OF WORK

This Statement of Work (“SOW”) is made and entered into this --- , day of ----2016 by and between Indian Institute of Banking & Finance(IIBF), having its office at Kohinoor City, Commercial II, Tower I, Second Floor, Kiro Road, Kurla – West, Mumbai – 400 070. (“Client”) and ----- in connection with a certain project (“Project”) identified below.

I OVERVIEW

1.1 Project Commencement Date: -----

1.2 Project End Date (projected): -----

1.3 Project Description: “The Indian Institute of Banking & Finance (IIBF) is a professional body of banks, financial institutions and their employees in India. IIBF is a premier ‘distance learning’ Institute in banking and finance education for those employed as well as seeking employment in the sector, aiming for professional excellence.”

IIBF wants an e-learning courseware to be created for some of its Diploma and certificate exams, (BIDDER NAME) will develop for this the online e-learning courses.

(Name of (Bidder Name)) will design and develop the e-learning module based on content given by IIBF in the form of textbook.

- (a) **E-learning Content Development:** The project will result in creation of multimedia information based e-learning Modules. The modules should be developed using the state-of-the-art e-learning techniques to deliver simple, clear information pertinent to key points in theoretical subjects of banking & finance. While developing the e-learning modules in English based on the material furnished by the Institute, (Bidder Name) may incorporate latest changes, if any. Such updates will be approved by the Institute. The e-learning content to be developed must comply with standards such as SCORM,AICC etc.
- (b) E-learning Module should be developed with latest responsive web technologies such as HTML5 and CSS3 etc. with voice over. The E-learning content should be seamlessly accessible over PCs, LAPTOPs, Tablets and Smart Phones. The e-learning must be portable on latest mobile Operating systems such as Android, Apple iOS, Windows OS, and Blackberry OS etc., The e-learning must be accessible with any standard mobile browsers in a wireless network.
- (c) The courseware should be compliant with the latest version of Sharable Content Object Reference Model (SCORM) standard. The SCORM compliant courseware to be developed, should be interactive and have minimum 15% of graphics to text, video, audio, animation etc. in the form of charts, graphs and pictorial representations and . **around 5% to 10% game based e-learning content overall.** The modules should have an option of voice-over on/off in case candidates would like to use the options. The courseware developed should be portable on any standard LMS(Learning Management System) and also should run independently on any standard browser. The description of

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necessary hardware infrastructure required for hosting is specified in clause no 11 of this RFP.

- (d) The e-learning content should be accessible through **standard smart phones/tabs/PDAs using the Mobile operating systems**. It should be portable on latest mobile Operating systems such as Android, Apple iOS, Windows OS, and Blackberry OS etc., in the wireless network. The e-learning must be accessible through any standard mobile browsers.
- (e) The e-learning should be compliant with accessibility guidelines (for differently abled people) and may be offered as an **OPTIONAL** item.
- (f) **Quality of the content:** The e-learning content to be developed should adhere to the basic quality standards. The bidder should engage the right SMEs(experienced and knowledgeable in the subject) to identify the learning points from each subject. The learning points should be shared with the faculty concerned from IIBF and should seek approval before scripting the story board content. The bidder should also take the sign-off from the respective faculty of IIBF for “Proof of Concept” by showcasing at least one or two chapters and proceed further for scripting the story board of subsequent chapters in a subject.

1.4 Source Code:

The bidder must provide the source code of the programs developed to the IIBF. The source code must be editable in the appropriate integrated development environment(IDE) along with the story board, gold content(final product) of the e-learning.

1.5. Training

Bidder shall organize for user training as follows:

Three calendar days of training should be provided on LMS and e-learning modules to the identified people from the institute.

- Bidder will provide Module wise Documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of module/activity with issues and action steps.
- User training should include amongst other, the following:
 - f) Features/Functionality available in the Module
 - g) Parameterization
 - h) Background process
 - i) Analytical tools.
 - j) Reports

II PROJECT DETAILS

2.1 Project Contacts (primary contact details):

IIBF:

Mr. G.Nageswara Rao
Joint Director (IT)
“Kohinoor City, Commercial II, Tower I,
Second Floor, Kirool Road,
Kurla - West
Mumbai – 400 070.

((Bidder Name) – Project Co-ordinator details)

2.2 Deliverables:

- Functional Specification Document (FSD)
- Design Specification Document (DSD)
- Prototype
- Integrated Product – Alpha
- Final Integrated Product - GOLD

2.3 Assumptions:

Content

- All reference content/books will be provided by IIBF to (BIDDER NAME) at the beginning of the project. (BIDDER NAME) would refer to any additional content for capturing an updated content.
- Each topic will contain an introduction screen followed by teach screens, scenario screens and Check Point questions. The topic will end with a summary screen.
- Number of glossary terms should be given as much as possible per subject, minimum should be 100 words.
- IIBF will provide assistance in vetting the outlines of story board content and approve the screen content.

Media

- All screens will have static or dynamic conceptual graphics (photographs, images to should be used from the (BIDDER NAME) photograph library).
-
- The courseware should be compliant with the latest version of Sharable Content Object Reference Model (SCORM) standard. The SCORM compliant courseware to be developed, should be interactive and have minimum 15% of graphics to text, video, audio, animation etc. in the form of charts, graphs and pictorial representations and **around 5% to 10% game based e-learning content overall.** The modules should have an option of voice-over on/off in case candidates would like to use the options. The courseware developed should be portable on

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any standard LMS(Learning Management System) and also should run independently on any standard browser. The description of necessary hardware infrastructure required for hosting is specified in clause no 11 of this RFP.

- The e-learning content should be accessible through **standard smart phones/tabs/PDAs using the Mobile operating systems**. It should be portable on latest mobile Operating systems such as Android, Apple iOS, Windows OS, and Blackberry OS etc., in the wireless network. The e-learning must be accessible through any standard mobile browsers.
- The e-learning should be compliant with accessibility guidelines (for differently abled people) and may be offered as an **OPTIONAL** item.
- In case a specific image is suggested or required, which is not available in the (BIDDER NAME) library, (BIDDER NAME) would suggest alternate images that are available in its graphics library.
- The modules will be supported with “animated interactive content with voice over”
- IIBF will supply specific graphics in high resolution - logos, sample documents, etc. - if required and requested by (BIDDER NAME).

Quality of the content: The e-learning content to be developed should adhere to the basic quality standards. The bidder should engage the right SMEs(experienced and knowledgeable in the subject) to identify the learning points from each subject. The learning points should be shared with the faculty concerned from IIBF and should seek approval before scripting the story board content. The bidder should also take the sign-off from the respective faculty of IIBF for “Proof of Concept” by showcasing at least one or two chapters and proceed further for scripting the story board of subsequent chapters in a subject.

Management

- IIBF will provide a single point of contact for all business requirement understanding. This resource will be responsible for approving solution design, storyboards, and baseline project plans.
- This resource will involve any other IIBF resources or other external sourcing providers as required.
- This resource will be responsible for regular project reviews, tracking and monitoring with (BIDDER NAME)’s Project Manager.

General

- The timelines are based on the current understanding of the total learning time and corresponding number of modules and complexity of screens.

2.4 Schedule for each lot of books:(The project should be completed within 21 weeks from the date of issue last lot of books):

Milestone	Delivery Week
-----------	---------------

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Advance along with Contract Award	0
Functional Specification Document Delivery for all subjects of the phase	3

Time line for each book delivered by IIBF	0
Delivery of story board content by vendor	8
Clearance of story board content by IIBF	11
Delivery of Alpha content by Vendor	13
Clearance of Alpha content by IIBF	15
Delivery of Beta content by vendor	17
Clearance of Beta content by IIBF	18
Delivery of Gold content with Voice-over	21

III FINANCIAL DETAILS

Project Cost:

Service Taxes applicable.

IV TERM OF THIS STATEMENT OF WORK

This Statement of work shall be valid up to -----

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work as of the date set forth above.

Client

(Bidder Name) signing authority

By: _____

By:

Name: _____

Name:

Print or Type

Title: _____

Title:

Date: _____

Date: _____

Annexures - B, C, D & E

STATEMENT OF WORK

This statement of work (“SOW”) is made and entered into this -----by and between Indian Institute of Banking & Finance (IIBF) (“Client”) and ((Bidder Name) name)(“Developer”) in connection with a certain project (“Project”) identified below pursuant to the Master Agreement (“Agreement”) between Client and service (provider name) dated -----.

The terms and conditions of the Agreement shall govern the relation between the parties and shall be binding upon both the parties, except as mentioned herein below.

Overview

- 1.1. **Project Commencement Date:** -----
- 1.2. **Project End Date (projected):** -----
- 1.3. **Project Description:** Indian Institute of Banking & Finance (IIBF) has engaged ((Bidder Name) Name) to provide an application for online registration and subscription for the various e-learning courses that (BIDDER NAME) is creating for them at this moment and a delivery platform for these courses. In addition to the Admin module IIBF needs a delivery platform for these e-learning courses which would allow registered users to launch these e-learning courses and track the performance of users on these courses.

To fulfill the requirements of IIBF, (BIDDER NAME) had proposed development of an Admin Module to be integrated(in future if required by IIBF) with a 3rd party payment gateway for online registration and subscription of the e-learning courses. Delivery and performance tracking of users of the subscribed e-learning courses would be done using (BIDDER NAME)’s Learning Management System(LMS).

I. Project Details

- 2.1. **Project Contacts (primary contact details):**

Indian Institute of Banking & Finance (IIBF) Contact Information:

Name: **G. Nageswara Rao**
Title: Jt. Director - Information Technology
Address: Indian Institute of Banking & Finance
“Kohinoor City, Commercial II, Tower I,
Second Floor, Kirod Road,
Kurla - West
Mumbai – 400 070.

E-Mail Address: gnrao@iibf.org.in

(BIDDER NAME) Contact Information:

- 2.2. **SCOPE OF WORK**

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Hosting Services: The bidder has to host, manage and maintain the content with a world class LMS (Learning Management System) as on turn key basis for all the said courses irrespective of number of users logins to the content for 5 years from the date of hosting the content of these subjects. The bidder has to provide an administrative module for uploading the courses, registration of the courses (in batch mode) and should send the details of the e-learning courses to the candidates with a login id and password and candidates should be able to access the e-learning through IIBF's website. The validity of e-learning to be provided to candidates should be parameterisable. The LMS should also provide the necessary MIS reports which will be finalized at the time of systems requirements study. This entire process should be done with necessary security so that no un-authorized person is able to access the e-learning modules or the contents.

A LMS should be provided to Indian Institute of Banking & Finance (IIBF) for 25,000 users with a 15% projected growth each year for five years. The following functional modules should be provided to Indian Institute of Banking & Finance (IIBF) as part of the LMS product:

- Learning Management
- Assessment Engine
- Collaboration and Communication Tools
- Reporting module

In addition to LMS, (BIDDER NAME) should also design and develop an Admin Module for user registration and subscription of e-learning courses, once the payment is received by a payment gateway using credit cards/debit cards/ or over internet banking/ mobile payments(IMS)(optional). The admin module should provide functionalities that should allow a user to view a catalogue of e-learning programs available with IIBF. For online payments the admin module should be integrated with a 3rd party IIBF payment gateway. This 3rd party payment gate way will be provided and facilitated by IIBF. The 3rd party payment gateway would provide merchant transaction services allowing registered users to use various online payment channels for course subscription.

The Admin Module and Learning Management System should be hosted, managed and maintained by (BIDDER NAME) and a link should be provided to IIBF to access the courseware. The details of these Admin Module and LMS should be finalized during requirement study phase and will be captured in the Functional Specification Document.

Following is a list of activities that would be carried out as part of the various phases in the project lifecycle:

- Carrying out a detailed system study to understand IIBF's requirements from Learning Management System and the Admin Module. The onsite system study would include understanding the functional requirements from the LMS, screen level changes (addition, deletion of data fields), bandwidth availability and requirements. Any additional requirements/customizations or Screen level changes

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(addition, deletion of data fields) should be analyzed by (BIDDER NAME) form part of scope of the work. Functionality changes/additions, screen level layout changes to the LMS, data migration from any existing systems at IIBF, and integration with existing IIBF systems should form part of scope of the current project.

- Preparation of the Functional Specifications Document (FSD) listing the detailed working of functionalities within the Admin Module and changes / customizations to (if any). IIBF would be required to sign-off the FSD with (BIDDER NAME) to start working on the Admin Module and changes discussed / finalized during the system study phase for LMS.
- Customizing to meet the branding guidelines of IIBF for color and company logo. Screen layout changes will included in the scope of work.
- Testing of the Admin Module and final version of the LMS within (BIDDER NAME)'s internal testing infrastructure
- Hosting of the Admin Module and LMS.
- Maintenance of the LMS and Admin Module by (BIDDER NAME) for a period of 5 years from the date commencement. The scope of work included under maintenance is described under the Maintenance section (Annexure D)
- Administration of the Admin Module and LMS for manual registration of users, courses, enrolments, and reporting would be done by (BIDDER NAME)
- Level 1 and Level 2 support to end user via email or phone shall be provided by the bidder. A detailed description of the services provided under the support specifications has been provided under the “Maintenance and Support” section of this SOW.
- IIBF will provide the sign-off on the final version of the Admin Module and LMS deployed in the hosting environment.

2.3. ASSUMPTIONS

- Technical
 - The LMS and Admin Module would be provided in English language only
 - The LMS and Admin Module would be designed to work with any standard Application server and Standard RDBMS as the database server

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- Management
 - IIBF will provide a single point of contact to enable (BIDDER NAME) to capture all the relevant details of the business requirements. This person will be expected to:
 - Involve other IIBF personnel or other external sources of information as required
 - Be responsible for regular project reviews, tracking and monitoring of the project with (BIDDER NAME) team.
 - Providing requisite information for user registration, courses and course enrolments
 - Administration of the LMS (creation of users and courses, management of training, reporting etc) would be done by (BIDDER NAME)

2.4. NOT IN SCOPE

- Any onsite visit to IIBF offices outside Mumbai
- Multilingual versions of the LMS and Admin Module
- Purchase of any hardware / software licenses required for deployment of the LMS and Admin Module
- Support for additional OS (MAC, Linux etc) for end user machines. The LMS and Admin Module are designed to work on Windows machines only.

2.5. SUPPORT SERVICES

Level 1 Support

Level 1-support services involve receiving end user complaints through the support team at (BIDDER NAME) on a dedicated email address provided by (BIDDER NAME). Emails received from the support team at (BIDDER NAME) are classified as level 1 or level 2 support requirements based on the complexity of the issue / change request. In most cases if the issue is trivial in nature the solution is provided to the user either through email or by contacting the IIBF personal identified for the project.

In cases where the first level support is not able to resolve the problem online, the call is logged and routed to the second level support team. In such cases, typically no known work around or simplistic workaround exists for the problem.

Often the source of the problem could be from more than one source – such as at the infrastructure level, database level, or the application level. In such cases, the first level team will diagnose the problem and route it to concerned second level support teams. The first level team also assigns the severity or priority for the calls.

Level 2 Support

The second level team receives the call from the first level team and analyses the same for known workarounds and/ or fixes that need to be done to address the problem.

In cases where the fix is non-trivial and requires substantial development effort, the call is passed on to the third level support team. Activities performed by the second level team include:

- Bug-fixing and testing of application defects that prevent the application from processing accurately or producing correct results or causes the application to have an abnormal end prior to job completion

Communication

If there are any discussions over the telephone, a document containing all the relevant points of the discussion will be placed on record and distributed.

An email id will be created in the (BIDDER NAME) mail server. All mails from IIBF end users will be sent to this mail id and will then be forwarded automatically to the relevant team members. This mail id is to be used for communication regarding support.

IIBF and (BIDDER NAME) will appoint project managers to act as the single point of contact for all projects related communications. All emails regarding support and development activity should be copied to the respective project managers.

Severity Levels

All cases will be assigned one of the following severity levels:

Production Down: This severity is assigned when the Software is in production use, and the Program Error causes one or more of the following situations resulting in the Client being reasonably unable to continue work:

The Software hangs indefinitely or there is severe performance degradation causing unreasonable delays for resources or response.

- The Software crashes repeatedly.
- Data output generated by the Software is corrupted.
- A vital core function of the Software is not available and there is no workaround.

Critical: This severity is assigned when the Program Error is not a Production Down or Implementation Down problem, but causes a severe loss or degradation of the performance of a critical function of the Software. Operation of the Software can continue but in an unreasonably restricted or delayed fashion that impacts critical business processes. There is no acceptable work-around available.

Major: This severity is assigned when the Program Error is not a Production Down, Critical or Implementation Down problem, but causes a partial loss or degradation of performance of an important function of the Software (or is a verified functional defect in the Software) with limited impact on the Client's operations. The problem may require use

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of an available temporary work-around to maintain the functionality until a more permanent solution is developed.

Minor: This severity is assigned when the Program Error or support request is not a Production Down, Critical, Major or Implementation Down problem, but is one of the following:

Minor functional problem causing minor impact on the performance of the Software.

Severity Assignment

IIBF initially specifies case severity when it reports the problem, based on one of the above severity levels applicable to the circumstances of the particular problem. After reviewing and evaluating the details of the problem submitted by IIBF, (BIDDER NAME) Support will reasonably assign a severity level to the case. If IIBF does not agree with the severity designation, IIBF will be asked to provide additional information in the form of a business case that substantiates a higher severity.

Response Times

(BIDDER NAME) Support target response times are determined for cases based on the assigned severity. All response times are measured from the time the problem report was received by (BIDDER NAME).

Severity	Target Response Time for Standard Support
Production Down	2 business hours (Mon-Fri) in one time zone
Critical	4 to -6 business hours (Mon-Fri) in one time zone
Minor	1 business day (Mon-Fri) in one time zone
Major	2 business days (Mon-Fri) in one time zone

In case of a production down scenario, (BIDDER NAME) would try to resolve the issue within the same day itself. In case more information is needed about the issue, then it might take more than one day to find a resolution to the problem. The time period required for the fix would depend on the complexity of the issue. In most cases it would not be more than a day, but in worse case scenarios the resolution time could run into 2-3 days.

The above response times are applicable based on the client's availability to provide the necessary information to the (BIDDER NAME) support staff. (BIDDER NAME) expect that the client would provide all information required by the support staff to resolve the issue amicably.

In some cases end users might not provide the required information to the client's support team. In such cases the client's support staff might not be in a position to explain the issue with relevant details to the (BIDDER NAME) support personal. This might lead to a possible delay in the resolution of the problem.

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2.6. Specimen Project Plan:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Analysis	System Study for Admin Module and LMS Demo												
Documentation		Functional Specification Document and GUI Design											
Design and Development			Design and Development of Admin Module and LMS Branding as per the IIBF Branding Guidelines										
Testing									Product Testing and Changes				
Alpha Delivery and Review										Alpha Delivery and Implementation of IIBF Review Comments			
Gold Delivery													Gold Delivery and Signoff

(BIDDER NAME) will share the detailed project plan with IIBF, once the system study phase is completed.

II. Financial Details [ANNEXURE B]

3.1. Maintenance Cost:

Annual License and Hosting cost of Learning Management System for 50000 registered users (unique login) and Admin Module for online registration and subscription of the e-learning courses. The cost provided below also includes maintenance contract (AMC) for 5 years from ----- 2017 to ----- 2022.

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LMS Licenses, Hosting and Maintenance Cost for per annum for 5 years(from ----- 2017 to ----- 2022) is: Rs. /-(**Rupees ----- only**). The payments will be made in 4 equal installments after satisfactory performance of the previous quarter.

- The detailed project plan should be submitted after the onsite system study
- Approval & Acceptance of deliverables: Shall be as per the terms of the Master Agreement

Mandatory Taxes

Service Tax will be charged extra as applicable at the time of raising the invoice.

III. HOSTING [ANNEXURE C]

Hosting of the IIBF LMS will include the following activities:

- Deployment of the LMS in the hosting environment
- Hosting will be for a period of 5 years
- The contract and SLA would be between the Hosting provider and (BIDDER NAME) and IIBF will not be party to the hosting contract and service level agreement.
- In case of third party arrangement, the LMS should be seamlessly ported and IIBF will not be party to such arrangements.
- In case a bidder has a third party arrangement for LMS and hosting services and if the third party fails to honour their commitment under the RFP, the bidder should ensure continuity of the operations for the agreement period under the same terms and conditions.

IV. MAINTENANCE [ANNEXURE D]

For patch release, (BIDDER NAME) will create a document stating the files, which have been updated along with the location in the application folder. The document would also state the issues addressed in the released patch. The turnaround time of providing a solution to these requirements will be between 1 working day to 5 working days, depending upon the criticality of the problem as well as the scope of work requested by the Client.

Changes/ scope of work covered:

Any change request that requires less than 1 working day or 8 working hours of effort to resolve and test will be included under this maintenance agreement. With the exception of a Software Defect, which will be fixed regardless of estimated effort, all decisions to include or not would be taken by the Project Manager, approved by the Client, and

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reviewed by the Chief Architect for LMS, from whom clarification can be sought in case of doubt. Change requests that require more effort would have to be treated outside the scope of this Maintenance agreement and will be considered separately under Change Request as described below

Description of the Services

Maintenance of the IIBF LMS will include the following activities:

- Fixing any bugs/ issues with a functionality or page that has been created/ developed by the Developer as contracted for by the Client and outlined in prior contracts in the development of the LMS, earlier but is not working as expected.
- Changing the textual content of various pages as provided by the client given that these textual changes do not lead to layout changes on the specified screen.
- Replacement / modification of the existing graphic elements on various web pages. This would not include redesign of the layout or changing the graphical user interface of the various web pages.
- Any data extraction to be done over and above the existing reports to extract any existing information as long as it does not require creation of any new data fields, changing the database structure or the existing data to be processed to generate the required output. Formatting of extracted data such as putting into an excel sheet with proper heading etc is not included in the maintenance scope.
- (BIDDER NAME) would validate any request from the client to ascertain the nature of the request. Based on the analysis carried out by (BIDDER NAME) the request would be categorized as an issue, maintenance request or enhancement/change. The same would be discussed with the client and prior approval taken before work is started on any request.
- Visit to client premises or premises (offices) of IIBF's internal clients are not within the scope of this maintenance contract.

Change Request:

This Scope of Work forms, when there is change request or enhancement required in the existing product that does not fit within the scope and cost of Maintenance Agreement. Any change request will be articulated by the customer and the same would be documented and time lines would be submitted by (BIDDER NAME). Once agreed the development would begin followed by testing on development server and building on Production server.

Acceptance criteria:

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For Change Request, all approvals will be done as per the change request document which will be shared between the customer and (BIDDER NAME). Invoices will be sent to the customer on the acceptance of the delivery.

Engagement and Reporting:

(BIDDER NAME) would maintain a log of each request (Maintenance activities and Change Request) and the same will be shared with the customer whenever required.

In case of a Change Request, customer will be directly communicating with (BIDDER NAME) as it is a change request or enhancement on the current application. (BIDDER NAME) would maintain a single point of contact wherever possible for all client communication and correspondence.

V. ADMINISTRATION [ANNEXURE E]

Administration of the IIBF LMS will include the following activities:

- (BIDDER NAME) administrator to create login credentials (user ids and passwords) for the list of users already registered with the IIBF through a bulk upload process
- (BIDDER NAME) administrators to import courses into the LMS and will assign the course to the already existing user as per the list provided by IIBF
- (BIDDER NAME) administrator to update the assignment of the course and its validity as per the information provided by IIBF on regular intervals as discussed and finalized between both the parties, for users already registered with the IIBF
- (BIDDER NAME) administrator to generate reports as and when requested by IIBF
- (BIDDER NAME) administrator to acknowledge to user questions / queries within 1 working day, the resolutions will be based on the support SLA defined under section SUPPORT SERVICES of this SOW
- (BIDDER NAME) administrator to create and assign/de-assign administrative roles to users as per the request from IIBF

VI. Term of this Statement of Work:

This Statement of Work shall be valid for a period of -----years for the period from ---
----- until and including -----.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work as of the date set forth above.

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CLIENT

(BIDDER NAME).

By: _____

By: _____

Name: _____
Print or Type

Name: _____
Print or Type

Title: _____

Title: _____

Date: _____

Date: _____

Service Agreement

Agreement entered into this _____ day of _____ 2016 BETWEEN -----
----- a company registered under the Indian Companies Act of 1956 having its
office at ----- India hereinafter referred to as the
“**Developer**” AND Indian Institute of Banking & Finance, (formerly The Indian Institute of
Bankers)a company registered and incorporated under the Indian Companies Act, 1913, having its
corporate office at Kohinoor City, Commercial II, Tower I, Second Floor, Kiroil Road, Kurla –
West, Mumbai – 400 070 hereinafter referred to as the “**Client**”.

Recitals

- (A) Whereas Developer is a developer and producer of interactive computer based training programs and interactive educational, language, multimedia and web-based products.
- (B) (i) And whereas Client is a professional body of banks, financial institutions and their employees in India.
- (ii) The client had issued a Request for Proposal(RFP) for the development of e-learning content of its courses. The developer pursuant to the terms of the RFP has agreed to develop the e-learning content more particularly hereinafter appearing. The RFP forms part and parcel of these presents and shall be referred for giving effect to any of the terms/understanding or as the case may be.

Scope of contract

- (C) And whereas the Client and the Developer have mutually agreed that the Client shall provide the developer with content to develop e-learning modules as defined in the Statement of Work enclosed with RFP as ‘Annexure A’. Further, the Developer shall also grant an annual license to the Client in respect of its ‘LMS’ (hereinafter referred to as the ‘licensed Software’) as defined in the Statement of Work ‘Annexure B’. The Developer shall host , maintain and provide administrative support in respect of the e-learning modules as well as the Learning Management System as defined in the statement of work ‘Annexure C, D and E’ respectively during the term of this agreement on the terms and conditions set out below, for the price to be paid by the Client in respect thereof.
- D. The parties hereto have decided to enter into an agreement, being these presents, setting out the terms and conditions on which Developer would provide their services as defined in

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clause (C) above and more particularly described in the respective Annexure accompanying hereto forming part and parcel of this Agreement.

Project Schedule E.: The project should be completed within a maximum period of one year from the date of issue of the order.

Definitions 1. **In this Agreement, the following words and expressions shall have the following meanings.**

1.1 Acceptance: acceptance by the Client that the Deliverables or the Master (as the case may be) conforms/s to the FSD(Functional Specification Document) and DSD(Design Specification Document) and /or the FDSD(Functional and Design Specification Document) as applicable as hereinafter defined.

1.2 Bug Fix: means any trouble shooting, patch, error correction to the licensed Software and the e-learning modules that corrects an Error and/or improves performance of such Software/ the e-learning modules, but which does not add any new functionality.

1.3 Client supplied content (CSC): content supplied by the Client for inclusion in the Products including but not limited to textual and other material, content manuals, unedited media, video clips, video elements, tools for product development, keyboards etc.

1.4 Deliverables: the e learning materials to be delivered by the Developer to the Client as well as the installation and customization of the licensed software at the applicable project milestones as hereinafter defined. The developer agrees to deliver the source code of (for all the subjects) the e-learning content developed with the complete details of the Integrated development environment (IDE) in which the source code developed/to be developed.

1.5 Design specification document (DSD): It is a document duly described in the SOW(Statement of Work) DSD which determines in respect of the deliverables the instructional design, visual design, navigational elements, communication design inclusive of icon design, element design and outline of text, illustrations, photographs, video, animation, charts, graphs, formulas and voice over of the entire e-learning content more specifically mentioned in these presents.

1.6 Development Schedule: the timetable which may be a part of the SOW for the development, production and supply to the Client of the Masters (as defined below) as mutually agreed upon by Developer and Client.

1.7 Functional specification document (FSD): It a document duly described in the SOW. FSD which

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sets forth the program content, program sequence and program structure of the deliverables in detail.

- 1.8 Functional and Design specification document (FSDS): a document which is a combination of the Functional and Design specification document and is applicable depending upon the nature of the project. The FSDS would be described in the SOW.
- 1.9 Licensed Software: means Developer's proprietary software product the 'LMS' described in the SOW as 'Annexure B' and customized by the developer as per the mutually agreed specifications; together with end user manuals and other Documentation as provided and updated by the developer from time to time to the client, for the territory of India only.
- 1.10 Masters: the gold production masters containing the final versions of the deliverables to be delivered by the Developer to the Client pursuant to this Agreement.
- 1.11 Milestone: each stage in the development of the deliverables at which a Deliverable is to be delivered by the Developer to the Client for approval
- 1.12 Project Co-ordinator: a co-ordinator appointed by the Client to co-ordinate work on the Products on behalf of the Client.
- 1.13 Permitted Users: means Client's employees, agents and representatives.
- 1.14 Price: shall have the meaning as set forth in this agreement or the SOW
- 1.15 Upgrade: means any update, upgrade, patch, new version or other modification to the Licensed software program that adds new functionality to such Licensed software program.
- 1.16 Working Day: a working day shall be any day other than a Saturday, Sunday or official bank holiday in India.
- 1.17 **Statement of Work (SOW)**- All assignments performed by Developer under this Agreement shall be in accordance with individual Statement of Works in a form similar to the form attached hereto.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

- Payment**
2. In consideration of the Price to be paid at the said times and in the manner set forth in the SOW 's as 'Annexure A,B,C,D and E respectively', (a) the Developer shall, develop and produce the e learning modules in accordance with the design documents as described in the SOW;
(b) the Developer grants license for 5 years (commencing from the date of hosting all books in respect of the "Licensed Software"(Learning Management Software) to the client for 25,000 users of the client . The Developer shall also customize the licensed software as per the mutually agreed

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specifications. In consideration of the above the client shall pay to the Developer a license fee and a customization fee as mentioned in the Attached SOW which was enclosed as ‘Annexure B’ along with the RFP;

(c) the Developer shall during the term of the agreement provide the Client hosting services in respect of the Licensed software.;

(d) the Developer shall during the term of the agreement provide the Client maintenance services in respect of the Licensed software.

(e) the Developer shall during the term of the agreement provide the Client administrative services in respect of the Licensed software and e-learning modules..

2.1 Signature by the Client or its authorized representative on the said documents (SOWs/ DSD / FSD/ FDSD) marked as ‘Annexure’s’ from time to time above imply consensus and Client acceptance of content of the Deliverables. All Annexure’s attached hereto shall be an integral part of this Agreement and shall be valid and binding upon the parties.

2.2 All payments as referred to hereinabove shall be due within a period of 30 days from the date of receipt of invoice/s by the client and all delayed payments without any reason beyond such period may attract interest charge @ SBI base rate per month or the maximum rate permitted by applicable law, whichever is lower. Unless the same is withheld for the reasons brought to the notice of the developer.

2.3 (a) It has been agreed between the parties that the Payment terms are expressed as a percentage of the total cost of the project and are linked to specific milestones in the Project Life-Cycle. The payment schedule on a milestone basis in respect of the e-learning modules is as follows:

Milestones for payment	% of the total cost of the content development of Rs.
The milestones are as per RFP	% payment are as per RFP

(b). The payment schedule on a milestone basis in respect of one time Hosting Infrastructure Cost/Admin Module(one time charges for LMS Customization) is as follows:

Milestones for payment	% of the total cost of Hosting Infra. and Admin module of LMS
The milestones are as per RFP	% payment are as per RFP

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(c).The payment schedule on a milestone basis for recurring charges of Hosting/Managing/Maintaining of e-learning content and LMS with Admin module for each year of contract is as follows:

Milestones for payment	% of the total cost of hosting/maintaining/managing (Recurring charges) of Rs.
The milestones are as per RFP	% payment are as per RFP

- Mode of payment** 3 All payments due to the Developer from the Client are to be made online/Cheque/DD Developer's to Developer's bank account.
- Commencement of work** 4 The Developer shall commence work according to the Development Schedule in the respective SOW's, subject nevertheless to the provision for extension of time as provided in this Agreement (applying to excusable delay), or as may be mutually agreed upon by the parties.
- Acceptance of Deliverables** 5 Acceptance of a Deliverable at each Milestone should be communicated to the Developer within three weeks on receipt of such Deliverable. Lack of such timely communication together with an authorized signature on the document accompanying such Deliverable will be taken as implied Acceptance of the said Deliverable if not intimated reason for delay, and the Client will be liable for appropriate payment in respect thereof.
- Where a Deliverable is not found acceptable by the Client, a non-acceptance written communication containing particulars showing the manner in which the said Deliverable does not conform to the documentation previously agreed upon (as laid out in the DSD/FSD/FDSD as applicable), should follow within ten working days of communication of such non-acceptance of the Deliverable. The Developer will have fifteen (15) working days, or such other reasonable period agreed to by the parties, to correct any Deliverable not accepted by the client.
- 5.1 The Deliverables are fully described in the DSD and FSD and or the FDSD. In the event of any dispute arising between the parties concerning the nature and or scope of any Deliverable, the

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description in said DSD and FSD and or the FDSD shall prevail.

- Time of essence** 6 The Developer acknowledges that time is the essence under this Agreement.
- Confidential Information**
- 7.1 Each party hereto agrees to keep in confidence all information relating to or acquired from the other in connection with the performance of this Agreement, including, but not limited to, the Deliverables, the SOWs, the DSD, FSD and/or the FDSD and also the Client Supplied Content.
- 7.2 Each party agrees that it will not publish, communicate, divulge, disclose or use any information described in Section 7.1 above except for the purpose of furthering the performance of their duties connected thereto. In the event of a breach or threatened breach of the provisions of this Section 7.2, the non-breaching party shall be entitled to an injunction restraining the breaching party from disclosing or using, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.
- 7.3 The parties hereto agree that they will reveal such confidential information only to those of their officers and employees who, in their reasonable judgment, have a need to know such confidential information for the intended purposes.
- 7.4 The parties hereto also agree that the confidential information described in Section 7.2 shall not include the following:
- 7.4.1 Information that is or becomes generally known to the public other than as a result of a breach of this clause;
- 7.4.2 Information disclosed to either party by an independent third party without any obligation of confidentiality;
- 7.4.3 Information developed independently by either party, which is unrelated to the Deliverables and Information, which is trivial or obvious.
- 7.5 These obligations of confidence shall survive for a period of one year after termination of this Agreement, unless otherwise mutually agreed by the parties.
- 7.6 Return of Materials. Any materials or documents, which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded. In the event it is not feasible or reasonable to return such material the Receiving party should destroy the same and certify such destruction in writing to the Disclosing Party.

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Warranty

- 8 The Developer represents and warrants that:
- 8.1 The e-learning modules as defined herein above will perform in accordance with the standards and requirements set forth in this Agreement and the SOW, the DSD and FSD and /or the FDSD as applicable described in Annexure. The e-learning modules will be free from textual defects, technical defects, operational defects, or bugs under normal use.
- If any of the above criteria are not met, then the Developer shall provide the client with a warranty against defects raised within one year of final delivery of the e-learning modules . The Developer will provide client support and troubleshooting for this period from the date of sign-off of the project. Any bugs in the e-learning modules shall be fixed at no extra cost. In case of any change in the Scope of Work or re-work, which results in change in the agreed delivery milestones or price, the Client shall agree to the extended Delivery dates.
- 8.2 No oral or written information given by Developer, its agents or employees shall create a warranty or in any way increase the scope of this warranty, unless specifically set forth in writing.
- 8.3 Except as set forth in the foregoing warranty, the Developer disclaims all other warranties either express or implied, including the warranties of merchantability or fitness for a particular purpose.

**Intellectual
Property
Rights**

- 9 Developer hereby grants to the Client, a non-exclusive, non-transferable, annual license in respect of the licensed software. The Developer shall also license its pre-existing and third party materials to the client to use the same as embedded in the deliverables.
- 9.1 On payment of all sums payable to the Developer under this Agreement the intellectual property rights in the said e-learning modules belongs to the Client (but excluding the Developer's "Licensed Software" (LMS) , its manuals , the pre-existing materials and third party materials). For the avoidance of doubt, all intellectual property rights, authorship rights and all other rights of whatsoever nature in and to the Customer Supplied Content in whatever form or medium shall vest in and shall remain vested in the Client. All and any CD-ROMS and/or pen drives and/or magnetic tapes and/or any other media containing the Customer Supplied Content (together with all and any copies thereof) for inclusion in the deliverables will be returned to the Client by the Developer immediately following the production by the Developer of the Masters.

Indemnity

- 10 The Deliverables shall not result in any breach or violations or infringement of any trademark, trade secret or copyright of any third party. It is clearly understood that the Developer shall take reasonable care to ensure that there is no violation or infringement of any trade secret, trademark, and copyright of any third party. Developer agrees to indemnify the Client during the term of this

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agreement against any such breach, violation or infringement of trade secret, trademark or copyright of any third party.

**Client's
responsibility**

- 11 Client shall be responsible for:
- (a) providing a detailed brief, including content information
 - (b) review of content material, content structure, Storyboard document, and of the program at development Milestones
 - (c) providing branding guidelines and artwork.

**Client's
warranty**

- 12 Client warrants that:
- (a) will not modify, reverse engineer, decompile or disassemble the licensed Software provided under this Agreement

**Project
Co-ordinator**

- 13 The Client is entitled to appoint its own project co-ordinator hereinafter referred to as Project Co-ordinator to oversee the progress of the work and inspect the workmanship and such other duties as may be entrusted to him by the Client.
- 13.1 The Client is responsible for defining the role and responsibilities of the Project Co-ordinator.
- 13.1.1 The Client shall be wholly responsible for such Project Co-ordinator's fees, travel expenses and lodging.
- 13.2 The Project Co-ordinator may issue written instructions, details, directions and explanations to the Developer relating to:
- 13.2.1 Variation and / or modification of the SOW (Annexures A,B,C,D and E)
 - 13.2.2 Amending and correcting defects
 - 13.2.3 Any other matters involving the Products

**Upgrades to
the licensed
software**

- 14 After the commissioning of e-learning if the Developer develops any additional features with a request from client, to the "Licensed Software"(LMS) which adds one or more new program function(s), the Developer shall grant a license to the client without any additional cost in respect of such program changes. In addition if the Developer adds some standard features/functions as a matter of product up gradation/Version up gradation to the "Licensed Software(LMS)such additions also should be covered under AMC and the Client is not liable to pay any extra charges for such up gradations.

**Promotional
material**

- 15 Subject to obtaining prior approval from the client, the Developer will retain all rights to provide references to and demonstrate the Product to potential clients as promotional material and undertakes

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to acknowledge the Client as being the commissioning organization for development of the Product. The Developer ensures the Client protection of its confidential information whilst providing such demonstrations. The Client further agrees to acknowledge and credit the Developer “as developer of the product”, in all public communications, if the product developed wins an international award, recognition or competition.

Penalty 16

(i) For content development:

The successful bidder must complete the content development within the time schedule which is more specifically mentioned in the RFP. Otherwise, after completion of the specific period as mentioned in the project schedule, a penalty@1% of the contract value of the related subject per week or part thereof until actual delivery of e-learning, limited to a maximum of 5% of total cost (TCO) may be levied by IIBF. Once the maximum is reached, IIBF may consider termination of the contract and the performance security (Bank Guarantee) may be invoked.

(ii) For hosting service:

Notwithstanding any dispute/litigation between the developer and the third party in connection with the arrangement/understanding for whatsoever reasons leading to disruption/deficiency/stoppage of service to IIBF; the Developer agrees without any demur to pay a penalty of Rs. 1 Crore (Rupees one crore only) to IIBF. The payment of the said penalty arises immediately on the failure of Developer to restore the proper services in question.

Such a default on the part of Developer for whatsoever reasons in restoring the proper services to IIBF as aforementioned also tantamount to breach of these presents.

Developer agrees and understands that IIBF/Client has nothing to do with the terms/understanding/arrangement between the developer & third party and IIBF is neither bound by any such arrangement nor any duty/obligations whatsoever flows from the said arrangement/understanding.

(iii) Interruption in the services:

In the event of any disruption in the services for a continuous period of 48 hours, IIBF at its discretion can impose a penalty in the sum of Rs.20000/- per day till resumption of the services.

Effective date of Agreement 16 This Agreement shall come into effect on -----2016

Modification 17 This Agreement embodies the entire understanding of the parties as to its subject matter and shall not

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be amended except in writing duly executed by both the parties.

Term, Termination and effects of Termination

18 This agreement shall commence on the effective date as herein before mentioned and unless terminated earlier in accordance with the terms of this Agreement shall continue to remain in force up to 2022. This agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed by the parties.

- 19.1
- a) If the final content delivered by the bidder is not as per clause 4.2 (scope of work), in addition to invoking of penalty clause the contract is liable to be terminated.
 - b) Both the parties have a right to terminate the contract by giving three months notice in writing subject to the clauses 19(c) and 19(d) herein after appearing.
 - c) In the event of bidder choosing to terminate the contract without any reasonable cause and/ or failure on his part to perform the contract in full or in part, the Institute reserves the right to invoke bank guarantee and/or take any other steps as may be deemed necessary.
 - d) If the final content delivered by the bidder is not acceptable to IIBF and it chooses to terminate the contract, the Institute may recover the costs paid so far and may invoke the performance guarantee

19.2 Either party shall also be entitled to terminate this Agreement by giving written notice to the other.

19.2.1 the other becomes insolvent or a receiver is appointed over any of such other party's property or assets.

19.2.2 the other goes into liquidation, except for the purposes of amalgamation or restructuring and the company resulting there from effectively agrees to be bound by or assume the obligations imposed on such other under this Agreement.

19.2.3 the other ceases, or threatens to cease to carry on business.

Force Majeure

20 Neither party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government laws or regulations, war or any other cause beyond its own control and without its fault or negligence.

Governing Law

21 This agreement shall be governed exclusively by the laws of India and parties have vested exclusive jurisdiction in the courts at Mumbai, in the State of Maharashtra, India in the event of any dispute.

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Dispute Resolution 22 In the event of any dispute or difference arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best endeavors to settle such disputes or differences. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution (Bidder Name) satisfactorily to both parties.

22.1 If the parties do not reach such solution within a period of thirty (30) days, a party seeking resolution of the dispute pursuant to the terms set forth in this Section 24, either party shall peruse the remedies available to them as per law. The courts of Mumbai shall have exclusive jurisdiction in this regard.

Service of Notice 23 All notices, requests, consents, demands and communications provided for by this Agreement shall be in writing and shall (unless otherwise specifically provided herein) be deemed given when mailed via airmail, by registered or certified mail, or by an international fast courier addressed to the address of the parties as provided in this Section

As to -----
(Name and Address of (Developer's Name))

As to Indian Institute Banking & Finance
Chief Executive Officer
Kohinoor City, Commercial II,
Tower I, Second Floor,
Kirool Road, Kurla – West,
Mumbai – 400 070.

Severability 24 If any provisions of this Agreement are held to be invalid, illegal or unenforceable this will not affect the validity, legality or enforceability of the other provisions which shall remain in full force and effect and the parties shall amend such invalid provision or provisions as the case may be in such reasonable manner as achieves the intention of the parties without illegality.

Construction 25 The article headings in this Agreement are provided for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

25.1 References to Clauses and Annexures are references to the Clauses of and Annexures to this Agreement. Words and expressions in the Annexures shall (save where the context otherwise

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requires) have the same meaning throughout this Agreement.

- Consensus** 26 The parties acknowledge that they have read this Agreement and its Annexures, understand them and agree to be bound by their terms and conditions and further agree that this Agreement and its Annexures are the complete and exclusive state of the agreement between the parties, superseding all prior proposals or other agreements, oral or written and all other communications relating to the subject.
- Counterparts** 27 This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.
- Waiver** 28 The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- Rights and Remedies Cumulative** 29 All rights and remedies available to either of the parties under the terms of this Agreement or under the general law shall be cumulative and no exercise by either of the parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by this Agreement or otherwise available to it.
- Non-Solicitation** 30 During the period of this agreement, both parties agree to refrain from soliciting or employing or engaging in any capacity, directly or indirectly, any employee of other party.
- Learner feedback** 31 The Developer, in its endeavour to improve the quality of its services, should have a learner feedback form for its training programs. The developer, with the requisite consent of the Client, presents an online Learner Feedback form for learners to be filled after they complete the course.
This online learner feedback form will contain a few standardized questions and be included in the final deliverable. The Client may, if it wishes to, add any other custom feedback questions but shall not modify the standardized questions.

The Developer requests the Client to share with it periodically the Learner Feedback form data and the Course Assessment Scores. The Developer would then analyze the learner feedback & course assessment data and share the detailed report with the client. The Developer does not require any other learner information for this analysis. The Developer covenants with the client that this data will not be shared with other Developer clients and shall honour its confidentiality obligations as

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mentioned in the agreement , but will only use the data to improve the Developer's own design and production capabilities.

It has been mutually agreed by and between the parties that this initiative of the Developer will not in any way require the Developer to rework the deliverables which are delivered and accepted by the client.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and the year first above written.

Developer:

Name:

Designation:

IIBF:

Name:

Designation: