



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD)

NATIONAL BANK STAFF COLLEGE (NBSC), LUCKNOW

**NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT OF VENDORS FOR
DESIGN, DEVELOPMENT AND MAINTENANCE OF E-LEARNING MODULES FOR
NABARD**

NAME OF THE BIDDER _____

ADDRESS _____

CALENDAR OF EVENTS:

- i) Tender document will be available from 11 AUGUST 2020**
- ii) Pre Bid meeting – 1100 hrs. on 19 AUGUST 2020**
- iii) Submission of Tender by 1400 hrs. on 2 SEPTEMBER 2020**
- iv) Opening of Tender (Technical Bid) - 1500 hrs. on 2 SEPTEMBER 2020**

**The Principal,
National Bank Staff College
(NBSC) Sector-H, LDA Colony
Kanpur Road, Lucknow-226012**

INDEX

DESCRIPTION	PAGE NO.
NOTICE INVITING TENDER	3
TENDER DOCUMENT-TERMS	8
IMPORTANT DATES	9
FORM OF TENDER	10
ELIGIBILITY CRITERIA	12
SCOPE OF WORK	13
E-MATERIAL DEVELOPMENT - METHODOLOGY	14
TENDER RESPONSE SUBMISSION PROCESS	17
TECHNO-COMMERCIAL- EVALUATION METHODOLOGIES	18
AWARD OF DEVELOPMENT AND MAINTENANCE WORK	22
OTHER REQUIREMENT	23
PART 2: PRICE/COMMERCIAL BID	27
ANNEXURE-I	28
ANNEXURE-II	29
ANNEXURE-III	30
ANNEXURE-IV	31
FORM OF AGREEMENT (ANNEXURE-V)	32
ANNEXURE-VI	42
ANNEXURE-VII	43
PRE CONTRACT INTEGRITY PACT (ANNEXURE-VIII)	44

NOTICE INVITING TENDER

Ref No. NB.LKO/e-learning/164/Content Development/2020-21

Dated:

To,

M/s

Dear Sir/s,

Tender for Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2020-2023 for NABARD

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

2. NABARD invites e-tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as “NBSC”) situated at Sector-H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity for e-content development for NABARD.

3. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD’s eProcurement portal (<https://nabard.eproc.in/>).

4. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow ‘Bidding Manual’ available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process (contact details are given below).

5. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for download from 10:00 AM on 11th August 2020 and also on NABARD’s website (for reference purpose) <https://www.nabard.org/> as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents from the web site.

6. Tenderers are advised to submit e-tender (e-bids) through eProcurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-

wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders. Their contact details are mentioned as under:

- i. Fairlin Jivin 022-6686 5603
 - ii. Ujwala Shimpi 022-6686 5608
 - iii. Saranraj Niacker 022-6686 5609
- Email: nabardsupport@c1india.com

7. The tenderer / bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Commercial Bid which should be completed in all respect. The same can be downloaded online from the NABARD's e-Procurement website viz. <https://nabard.eproc.in>

8. Instructions regarding Technical Bid, Commercial Bid, electronic bid (e-bid) submission process and description & scope of supply and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

9. It must be noted that only those Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format (ANNEXURE VIII) in all phases of the contract. (<http://www.cvc.nic.in>)

10. e-Tenders must be submitted online not later than 2:00 PM on 2 September 2020. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.

11. The Technical Bids will be opened online on 2 September 2020 at 3:00 PM at NBSC Conference Hall, Lucknow – 226012 in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than one representative from each bidder shall be entertained. The representative has to furnish an authorisation letter from the respective bidder on their letterhead for participating in the technical bid opening.

12. The Price/Commercial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Price/Commercial Bid shall be intimated separately to the technically qualified bidders only.

13. The Price/Commercial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

14. NABARD does not bind itself to accept the lowest bid (L1).

15. The decision of the bank shall be final and binding with regard to technical and commercial bids and the e-tendering process.

16. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.

17. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ commercial bid.

18. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.

19. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers fail to satisfy the bank, the bank reserved the right to reject the tender.

20. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal, NABARD's and NBSCs website only.

21. Rates to be quoted

The rates quoted should be in conformation with the prescribed pro forma as per Commercial Bid. GST, as applicable shall be paid extra. The e-tender follows the Cost-cum-Quality Based System.

e-Tenders (technical bid) will be opened at 3:00PM on 2 September 2020.

22. Earnest Money Deposit (EMD)

The EMD of Rs.50,000/- is to be be directly credited in NABARD's Bank Account No. **NABADMN20** and IFSC Code No: **NBRD0000002**.

EMD is not applicable to MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

23. Terms of Payment

Contractor shall be paid for content development after successful completion of the given work and submission of proper invoice. Each invoice has to be certified by the e-learning cell of the Bank before release of payment. Charges shall be calculated based on actual service provided by the developer. Statutory deductions like Income Tax-TDS, GST-TDS, shall be made, as per the applicability.

24. Eligibility Criteria

Only those bidders, who have minimum experience as given below in undertaking similar works, only need to apply for the tender. Eligibility criteria is also given on page 12 of this document.

- 1. have been in the business of e-learning content development for over 3 years immediately preceding the date of bidding**

2. **have worked with minimum of three organizations of which one should be in the Banking or Financial Sector**
3. **have had an average annual turnover of over Rs. 1 crore for the last 3 years**
4. **have developed e-learning content during the last 3 years' worth at least one crore rupees**
5. **submit an EMD (Earnest Money Deposit) as per the Paragraph IV d and e on page 17**

25. Submission of Quotation

The procurement shall be through e-tendering in o2 bid system i.e Technical Bid and Commercial Bid.

A) The Technical Bid (Part I) shall contain,

1. Proof of e-payment of EMD of Rs.50,000/-
2. Copy of Income tax return, audited balance sheet in support of annual turnover for last three years 2018-19, 2017-18 and 2016-17
3. List of Customers with copies of work orders
4. Value of work executed, with certificate from employer
5. PAN and GST certificates
6. Cancelled cheque copy
7. Compliance to technical specifications.

Technical e-Bid shall be opened on 2 September 2020 at 3:00 PM.

B) The Price/Commercial Bid (Part II) shall contain only duly filled in prescribed format. The online price/commercial bids will be opened on a suitable date, only for those bidders who are found suitable and eligible in Technical bids as per the laid down criteria, which will be communicated later.

C) TENDERS SUBMITTED IN A SINGLE BID, IF ANY, WOULD NOT BE OPENED.

D) Technical e-Bid will be opened on 2 September 2020 in the presence of tenderers/ their authorised representative who choose to be present. After opening of the Technical bid and assessing the conditions, the date and timing of opening of Commercial Bid shall be intimated to eligible vendors within a reasonable period.

E) Tenders received late on account of any reason whatsoever as also Telegraphic and Faxed Tenders shall not be entertained.

F) The tender shall not include any conditions whatsoever. In case, any conditions are included in the Tender the same shall not be taken in to consideration. The tender in such cases is liable to be rejected. Clarification, if any, shall be obtained from NBSC before submission of the tender.

26. Other Conditions

All the information sought in the tender shall be duly filled with each page sealed and signed in by the tenderer.

List of works done carried out in last 5 years along with the name of contact persons, contact number of the person must be given with the quotation.

Tax will be deducted at source as per rules.

Bank reserves the right to accept / reject the quotation partially/ fully without assigning any reason.

The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ Commercial bid.

The tenderer may have to furnish Rate Analysis for the scrutiny of rates by Bank for negotiation etc., if required. Tenders, which do not fulfill all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to **The, Principal, National Bank Staff College, Sector 'H', LDA Colony, Kanpur Road, Lucknow - 226012**, where information sought is not clearly indicated or specified. NBSC will issue clarifications to all the tenderers, which will become part of the contract document. NBSC will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of NBSC, before three working days prior to the date of submission of the tender.

(Arobinda Kr Sarkar)
Deputy General Manager
National Bank Staff College, Lucknow – 226012

**National Bank Staff College
Lucknow**

TENDER DOCUMENT

**Empanelment of Vendors for Design, Development and Maintenance
Support of e-Learning Content 2020-2023**

NBSC, Lucknow on behalf of NABARD invites applications from eligible reputed Bidders for design, development and maintenance support of e-learning content/material for the three-year period 2020-23. The tender document is available at <https://nabard.eproc.in/www.nabard.org/nbsc.in> and can be downloaded from the “Tender” section of the websites. The Bidders intending to apply for the above tender may submit their applications as per the requirement given in the following pages. The duly completed application form along with all the necessary documents should be addressed and submitted to The Principal, National Bank Staff College, Sector H, LDA Colony, Kanpur Road, Lucknow-226012.

Following terms are used in the document interchangeably to mean:

1. The Bank means ‘NBSC on behalf of NABARD’, and it includes all its Offices, sub- Offices and Training Establishments in India.
2. Recipient, Respondent and Bidder means the respondent to the TENDER document
3. Tender means TENDER response documents prepared by the bidder and submitted to the Bank
4. SCORM means Sharable Content Object Reference Model

Important Dates

Date of issue of tender document	August 11, 2020
Mode of Tendering	E-procurement
Place & Address for submission of application.	The application should be addressed to or submitted at: The Principal National Bank Staff College, Sector H, LDA Colony, Kanpur Road, Lucknow-226012
Pre-bid Meeting Date and Time	August 19, 2020, at 11:00 AM
Pre-bid Meeting venue	Committee Room National Bank Staff College, LDA Colony, Sector H, Kanpur Road 226012
Last Date and Time for submission of applications	September 2, 2020, 2:00 PM
Date, Time & Venue of Opening of Technical Bid	September 2, 2020, 3:00 PM
Preliminary shortlisting of bids and Scheduling presentations.	September 8, 2020
Completion of Bidder presentations.	September 18, 2020
Finalizing Technical Scores	September 25, 2020
Commercial Bid Opening and Benchmarking prices and preparation of Panel	To be informed
Venue of Opening of Bidders' application	Committee Room, National Bank Staff College, Lucknow. <i>Only one representative from each company/organization shall be permitted during bid opening.</i>
Address for Communication	The Principal National Bank Staff College, LDA Colony, Sector H, Kanpur Road, Lucknow 226012
Contact Official Details	Shri Vineet Bhat vineet.bhat@nabard.org

Form of Tender

The Principal,
National Bank Staff College,
Lucknow,

Dear Sir,

We have carefully examined the conditions, technical specifications, scope of work, etc., to the work specified in the Memorandum hereinafter set out and having understood the said conditions, technical specifications, scope of work, etc., and acquired the requisite information relating thereto as affecting the Tender, we hereby offer to execute the works specified in the said Memorandum during the time specified in the said Memorandum at the rates mentioned and in accordance with all respects of specifications, and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special and technical conditions, conditions herein before referred to, specification and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Providing Design, Development and Maintenance Support of e-Learning Content - 2020 - 2023 at National Bank Staff College, Lucknow-226012
(b)	Estimated cost	Rs.50,00,000/-
(c)	Earnest Money	Rs.50,000/-
(d)	Validity of quoted rates	Three years

2. I/we undertake to offer my/our services in conformity with scope/nature of work and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.

3. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors or assignees or nominees such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.

4. I/We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Earnest Money Deposit valid during the entire period of validity of Tender.

5. I/We have deposited a sum of Rs.50,000/- as earnest money with the National Bank Staff College, which amount shall not bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the National Bank Staff College.

6. I/We, do hereby declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended / delisted /disqualified by any organization including NABARD/NBSC for any reason nor any such proceedings are pending or contemplated. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

7. The Tender is submitted in two parts, ie; Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the Price in the Bank's Tender proforma.

8. The copy of Pre-Contract Integrity Pact is as per the format Annexure VIII attached and the original document is sent by Courier/Post.

9. The list of our clients with complete details and Clients Certificate as per the Bank's proforma (Annexure-VI) is attached.

10. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to NBSC verifying any or all the information furnished in this document with the concerned authorities, if necessary.

11. I/We understand that you reserve the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefore.

Dated this _____ day of _____ 2020.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

Name, address and date _____

(2) Signature with _____

Name, address and date _____

I. Eligibility Criteria

The Bidder should:

- a) be a registered company in India of sound reputation and currently must not be debarred from contracting with any legal entity in India. Self-declaration in Annexure III – Legal Requirements to that effect should be submitted along with the technical bid.
- b) have been in the business of e-learning content development for over 3 years immediately preceding the date of bidding (Documentary evidences in the form of purchase orders should be submitted.)
- c) have worked with minimum of three organizations of which one should be in the Banking or Financial Sector (Documentary evidences in the form of purchase orders should be submitted.).
- d) have had an average annual turnover of over Rs. 1 crore for the last 3 years; (Certified copies of Audited Balance Sheet and Profit and Loss A/c of last three years should be submitted in support of the requirement.)
- e) have applicable tax registrations (PAN, TIN, VAT, CST etc.). Details should be submitted with proper attestation.
- f) have developed e-learning content during the last 3 years' worth at least one crore rupees (Documentary evidences in the form of purchase orders should be submitted).
- g) Should submit pre-contract Integrity Pact as per the given format (Annexure VIII)
- h) submit an EMD (Earnest Money Deposit) as per the paragraph IV d and e on page number 17.
- i) Failure to submit the Pre-Contract Integrity Pact and EMD will lead to disqualification.

II. **Scope of the Work:**

Selected Bidders will have to perform the following tasks/activities,

- a) Design and Develop SCORM 2004/SCORM 1.2 compliant e-learning material based on the content that would be provided by the Bank.
- b) The e-learning material will have to be SCORM compliant for the latest version as at the time of developing the e-learning material (at present SCORM 2004/SCROM) for integration with the Bank's Learning Management System (LMS).
- c) **SCORMing** to be done at Learning Object Level.
- d) The Bank is already using NabScholar, an e-LMS for e-lessons developed so far. The Bank is in the process of implementation of upgraded Learning Management System and the e-learning content is to be distributed on this platform. Accordingly, the e-learning material have to be developed satisfying the specifications/requirements in terms of formats, platform compatibility, browser compatibility etc. with respect to the both, existing eLMS as well as upgraded eLMS.
- e) The SCORM compliant e-Learning material may have to be developed in HTML 5 and / or SWF formats, if need be.
- f) Bank may provide video content that has to be converted into video lectures using post-production techniques.
- g) Bank may also ask for video production and post-production for video content development.
- h) The e-Learning content may also need to be delivered through mobile devices, tablets, etc. The required technical standard will be provided to Bidder for development as and when e-Learning content for such devices are required to be developed.
- i) The design and content will be developed in collaboration with the Bank. The Bank will own the developed content and will have all Intellectual Property Rights (IPRs) on it, exclusively.
- j) The Bidder should provide support in deployment of the e-Learning material on the Bank's intranet site and/or Learning Management System (LMS) and will coordinate with the LMS vendor.
- k) The Bidder should be able to develop e-learning content in English language.

III. E-Material Development Methodology:

- a. Bidder must submit details about the kind of Instruction Methodologies they have used in the past and the one they intend to use for the Bank. The e-Learning material must be created in such a way that ensures widespread access and compatibility for users across the Bank (offices, departments and training establishments situated in various cities/locations in India).
- b. Bidders should undertake to follow the standards/guidelines relating to Design, Functional Requirements, Content formation, Content presentation and placement of objects etc. as specified by the Bank.
- c. Bidders need to detail on their Project management process, such as the development process, support processes, risk mitigation, work flow, quality control, etc.
- d. Selected Bidder should earmark Subject Matter Expert (SME) with sufficient domain knowledge in banking and finance to manage NBSC/NABARD's account. Selected Bidder should assign a dedicated team to each eLearning content/material development project.
- e. While the Bank's SMEs will generally provide text content and domain knowledge, the Selected Bidder/s shall provide, ensuring that IPR/Copyright issues are not violated, various sets of sketches/pictures/graphics, animations, video etc. to enable SMEs to select appropriate ones.
- f. Development work shall be carried out at the Selected Bidder's premises.
- g. While the Bank shall usually assign its own SMEs for the e-material under development, who shall be a single point contact for communication from and to the Bank for that particular e-material, the Selected Bidder should also assign their own SMEs to interact and understand the requirement from the Bank.
- h. The Selected Bidder/s shall assign in addition to the SMEs, a Project Leader for e-material development and the assigned project leader shall be a single point contact to the Bank from the Bidder/s side.
- i. Representatives/SMEs from the Selected Bidder/s should meet the Bank's SMEs at different stages of development as per the requirement of the Bank.
- j. The Selected Bidder/s has to provide collaborative tools using which Bank's SMEs can review, and comment on deliverables. However, deliverables should normally be supplied by the Selected Bidder/s on DVD/ CD/e-mail to the SMEs. The module developed and delivered to the Bank alongwith the Intellectual Property therein shall be the property of the Bank and the source code, if any, thereof shall be handed over to the Bank. The Bank shall have the right to deploy the module on its intranet site or in whatever manner it deems fit including making multiple copies for various technical platforms/conditions.

- k. In order to ensure that the project is carried out as per the specifications of the Bank, periodical review meetings to discuss the work done by the Selected Bidders shall be held at the Bank and the dates of such review meetings will be finalized in consultation with the Selected Bidders one week after the work is awarded.
- l. Selected Bidders should be prepared to develop the e-material based on the text content supplied by the Bank under any of the following defined levels.

Levels	Description
Level I: Passive	<ul style="list-style-type: none"> ● Usually information dissemination courses. ● Knowledge provided in linear format, one idea after another ● Engagement achieved through point and click only ● Simple slides, Graphics, illustrations and charts and standard GUI ● Page Turner. ● Text on the screen. ● Basic quiz at the end.
Level II: Limited Interaction	<ul style="list-style-type: none"> ● Simple instructional cues. ● Use of scenarios as analogies ● Option of audio narrative and videos ● Interactions and simple animations. ● Animated Graphics ● Post-Production of video into a video lecture. Raw video shall be provided by the Bank. ● Navigation expands to menus, glossaries, and links to external resources ● Component of scenarios. ● Assessments, multiple choice exercises, pop-ups, rollovers, drag and drops, matching, identification of components.
Level III: Complex Interaction	<ul style="list-style-type: none"> ● Multiple, varied instructional. ● Highly interactive and engaging ● Case study, simulations and game based learning ● Complex interactions techniques for engagement. ● Complex simulations where learner must enter actual data. ● Scenario based branching logic is introduced. <p>Assessments include text entry boxes and manipulation of graphic objects.</p>

<p>Level IV: Real-time Interaction</p>	<ul style="list-style-type: none"> • Real time interaction creates a training session that involves a life like set of complex cues and responses. • Engage with simulations that exactly mirrors the work situation. • Stimuli and response are coordinated to the actual environment. • Real time learning and assessment occurs. • Session is most likely held in a collaborative environment with other learners and a facilitator. • Assessment/Evaluation of learners' knowledge gain and Certification. • In-built Authoring Tools/Environment • Facilities to edit/update a part or whole of e-material as and when required.
<p>Video-Audio Lecture</p>	<p>This shall include on-site or remote audio-video recording of a lecture that may be used for post-production work under Interactivity Level II i.e. conversion of raw video into video lecture, as indicated above. This will include arranging for video-audio recording at NBSC or any of the NABARD office or pre-decided on-site location across India. This has to be quoted in a cost per 30 min of recording. The price quoted for this work shall not be calculated for comparative analysis of commercial bids. NBSC shall decide whether to offer this work at the quoted price to the bidder.</p>

m. Voice-over should be in Indian voice and in the Bank approved pace and quality.

IV. TENDER Response Submission Process (Technical and Commercial Bids)

- a) Technical and Commercial bids shall be submitted separately in the e-tendering portal.
- b) Technical Bid should contain all the documents specified in Annexure I and should be submitted along-with the Technical Bid.
- c) Commercial Bid should contain the details of price quoted for developing e-learning modules as per the prescribed format.
- d) Bidders shall deposit an Earnest Money Deposit of Rs 50,000 (Rs Fifty Thousand Only) in the form of e-payment from Nationalized/Scheduled Bank, proof of which is to be submitted along-with "Technical Bid". EMD may be directly credited into NABARD Account as below:

Name of the Account: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Bank Name: NABARD

Branch Name: Head Office, Mumbai

IFS Code: NBRD0000002

Account No: NABADMN20

EMD will be refunded in the event of (i) Completion of techno-commercial evaluation for vendors other than the empaneled vendors or (ii) Commencement of Empanelment date and submission of Performance Bank Guarantee on a Scheduled Bank for Rs 50,000 (Rs Fifty Thousand Only) for the period of empanelment in the case of Empaneled vendors. Interest will not be paid on the EMD. Bids submitted without EMD are liable to be rejected.

- e) Successful bidders (empaneled bidders), if withdrawn, are also liable for forfeiture of the EMD or invocation of the Bank Guarantee.
- f) A pre-bid meeting has been scheduled at the NBSC, Lucknow. The purpose of the meeting was to provide clarifications on the TENDER to the Bidders. Maximum of two representatives may attend the meeting from each Bidder.
- g) The technical bid will be opened on the day specified hereinbefore in this document. Any change in opening date and/or time will be notified by the Bank. After opening of the Technical Bid, during technical evaluation, if any further clarifications are warranted, the same should be submitted. NBSC/NABARD will not be responsible for any delay due to any reasons.

V. Techno-Commercial – Evaluation Methodologies

- a) The Technical Bid details should be filled-in as per the Annexure I & IV.
- b) Based on the preliminary scrutiny of the technical bids (list of documents) and based on the eligibility criteria, the Technical Advisory Group (TAG) shall short list a set of Bidders and finalize preliminary list of Bidders to be considered for the next level of evaluation (Techno-Commercial Evaluation).
- c) Subsequently, the shortlisted Bidders will be required to make a presentation to the TAG. The TAG will evaluate the Bidder and the scores will be arrived at as per the formula given in this section.
- d) The TAG shall evaluate the technical competencies of the Bidder based on the following criteria.

Technical Bid Evaluation Score Card				
Bidders Experience in eLearning (Max 15 Marks)				
	Level 1	Level 2	Level 3	Level 4
Number of e-learning Modules (minimum 25 slides each) developed	1 to 12 – 2 marks	1 to 8 – 2 marks	1 to 5 – 2 marks	1 to 2 – 2 marks
	13 or more – 3 marks	9 or more – 4 marks	6 or more – 4 marks	3 or more – 4 marks
Client Profiles (Max 15 Marks)				
Total Number of Clients	1 to 10 – 4 Marks More than 10 – 7 marks			
Number of Clients from Banking and Financial Sector	1 to 2 – 4 marks More than 3 – 8 marks			
Bidders Expertise (15 Marks)				
No of Technical Staff including SMEs, involved in R&D, Design and Development	In-house/on-roll		Out-sourced	
	0-5 - 0 marks 6 to 10 - 2 marks 11 to 25- 4 marks More than 25 - 7 marks		0-5 - 0 marks 6 to 10 - 1 marks 11 to 25- 3 marks More than 25 - 5 marks	
Experience in developing content for all major browsers, App for Phones and tablets (all major OSs)	Only browsers – 2 marks Browsers and Apps – 3 marks			

Processes (Design/Development) and Quality (15 Marks)	
Process and Design and Development, Quality Assurance Methodologies. Should be able to demonstrate a clear process followed for the different stages of development and should have good PM Process	
Presentation and Demonstration (40 Marks)	
Presentations and Demonstration of sample work done on various classes of e- learning modules (Level 1, Level 2, Level 3, Level 4 and Video lecture)	

- a) Bidders are required to keep the originals of the documents submitted to the Bank ready for verification by the Bank at any point of time. If the bidders are asked to support the facts and figures provided in the Technical and Commercial Bids with documentary evidences, the same requirement must be met to the satisfaction of the Bank. Failure on this part may lead to disqualification.
- b) In the Commercial Bid, the price for each type of module should be quoted inclusive of all taxes and levies. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. Commercial bids should be submitted in the following format.

Module Type	Size	Weights Assigned for Evaluation	Cost of Developments (per slide)
Level – 1	10 slides	30%	
Level – 2	10 slides	40%	
Level – 3	10 slides	20%	
Level – 4	10 slides	10%	
Video-Audio production	Per 30 min	No weightage assigned	

Note1: The above format of price bid is given only for illustrative purpose. Bidders should submit their price bid only through the Part II format.

Note2: Bidders shall please note that the L1 rate quoted by a bidder in the above price bid does not automatically guarantee the bidder's right to empanelment for the captioned work. The process of empanelment for the captioned work will be carried out as per the conditions specified hereunder from para 'g' to para 'm' and the bidders may please seek any further clarification in this regard in the pre-bid meeting.

c) Empanelment of Bidders will be carried out based on the scores obtained based on techno-commercial evaluation. Based on the techno-commercial evaluation, cost of development for each of the module type will be arrived at. All the empaneled Bidders should be agreeable to develop the modules as per the common benchmarked price. The Bank would like to have 3 Bidders in the empaneled list who are willing to carry out development work of e-learning modules as per the benchmark price.

d) The following formula is used to arrive at the score for each of the qualified Bidders:

$$\text{Commercial Bid Score} = (30/100) * (\{\text{Lowest Weighted Average Rate Quoted}\} / \{\text{Weighted Average Rate of the Bidder}\})$$

$$\text{Technical Bid Score} = (70/100) * (\{\text{Score obtained by the bidder}\} / \{\text{Maximum Score Obtained}\})$$

$$\text{Total Score} = \text{Technical Bid Score} + \text{Commercial Bid Score}$$

e) The TAG will consider the top 3 Bidders (based on the scores received from the above evaluation process) for empanelment and set the benchmark price for each of the four types of module. The period of empanelment will be for a maximum period of 3 years from the date of empanelment, in any event only upto December 31, 2023.

f) Bidder scoring the highest "Score" is considered L-1 (lowest quoted bidder) and the price quote given by this bidder will be treated as the benchmark rate for content development. Since the Bank is proposing to empanel 3 developers for corporate empanelment, Bank would invite the top 3 bidders based on the above "Score" and seek the bidders to match the benchmark quotes for content development.

g) Note, that the quotes will need to be matched for all four levels of content development. Only those bidders agreeing to this arrangement will be considered for empanelment. In case any of the bidders under consideration for empanelment has quoted the rate lower than the benchmark rate, for any or all of the levels, then the lower rate quoted by them will only be the rate of content development for that particular bidder.

h) If any one of the Bidder is not agreeable to the bench mark price, the Bidder may opt out of the empanelment process. The Bank may include the nextbestscorers in the process to have 3 Bidders in the empaneled list. In this way, finally, the TAG, may recommend a list of 3 empaneled Bidders for e-learning content development and maintained during the period of empanelment.

i) All the development will be carried out at the benchmark price during the period of empanelment.

j) The empaneled Bidders shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contracts to be signed with the Bank. The selected bidder shall submit at the time of signing the contracts, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The

bidder shall furnish proof of signature identification for above purposes as required by the Bank.

- k) The empaneled Bidders shall execute a) Service Level Agreement (SLA), which must include all the terms and conditions of the services to be extended as detailed in this document, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The empaneled bidder shall execute the SLA and NDA within one month from the date of empanelment.
- l) The continuance of a bidder on the panel shall be subject to satisfactory performance by the bidder. If, at any point of time during the period of empanelment, the Bank is not satisfied with the performance of an empanelled bidder, the Bank shall have the right to remove such Bidder from panel. In such an event, the Bank shall also have the right to invoke and encash the performance bank guarantee.
- m) NABARD/NBSC reserves the right to seek clarification from any Bidder at any point of time. In the scenario of empanelled Bidders not responding to the quotation/inquiry by NABARD/NBSC on three occasions, whether successively or otherwise, the Bank may delist such bidder from the panel.
- n) Although primarily the Panel will be used by the NBSC, Lucknow. However, the Panel may also be utilised by the Bank's Offices/Departments/Training Establishments located all over India. The Bank reserves the right to add or substitute any department/office or location to the user list.
- o) The Bank reserves the right to scrap the Panel at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final.
- p) Empanelled list may be reviewed at Bank's discretion and the Bidder with the unsatisfactory performances will be delisted from the empanelled list. Unsatisfactory performance may include the following:
 - 1. Non responses for enquiries for more than three occasions
 - 2. Not willing to take up Maintenance requirements
 - 3. Delays in deliveries for 3 occasions
 - 4. Closure of the company
 - 5. Intellectual Property Right, including License violations

VI. Award of Development and Maintenance Work

Empanelment does not entail placement of purchase orders for development of e-learning modules. The developers once empaneled by Bank will be allotted work on a case to case basis, and as and when the content development need for the Bank arises. The following criteria will be taken into account while allocating work to the empaneled developers:

- a. All the empaneled vendors will be given equal opportunity while allotting the purchase orders. The order of allocation will start from the highest scorer in the techno-commercial evaluation.
- b. Purchase order will be placed indicating the Module Type and the payment will be arrived at based on the bench mark rate for the Module Type and the number of slides contained in the particular e- learning module.
- c. Services towards developing and commissioning of e-learning modules will be rendered as per the stipulations specified in the Service Level Agreement and Non-Disclosure Agreement.

VII. Other Requirements

- a) **User Acceptance Test:** The Bank's SME (Subject Matter Expert) will certify the User Acceptance Test (UAT) after testing and commissioning of the e-learning module in the LMS/intranet portal of the Bank.
- b) **Warranty:** The e-Learning modules shall carry warranty for a period of one year against defects in workmanship, and should any defects, bugs arise during the period of warranty, the concerned Bidder who developed it should undertake to set right the same, at no additional cost to the Bank. The warranty period commences on the date of signing off the User Acceptance Test (UAT) by the Bank's SME/official.
- c) During the warranty period, if needed, in view of the LMS specific requirements, changes in related technology, etc., modification/customization support shall be provided by the Bidder at no additional cost.
- d) **Maintenance Support:** All the empaneled Bidders should be agreeable to provide maintenance support for various e-Learning Modules. The maintenance support shall include enhancement, updation, and modification of the existing e-learning material. The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement. The Empaneled Vendors will also be required to extent maintenance support if required by the Bank for the existing e-learning material developed by other Bidders. The cost for carrying out maintenance work for the e-Learning module will be worked out at per slide basis at the benchmark price for the particular type of e-learning module.
- e) The maintenance support shall include enhancement, updating, and modification of the e-learning material.
- f) The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement.
- g) The Bidder should also require to extent maintenance support if required by the Bank for the existing e-learning material developed by other Bidders.
- h) All the cost during the period of empanelment will be as per the benchmark prices.
- i) **Payment Terms:** In the case of development and maintenance of the e-learning material, payment will be made to the concerned empaneled Bidder as per Bank's payment policy, after the User Acceptance Test, i.e., 80% payment (inclusive of all taxes) will be made on delivery and satisfactory installation and balance 20% on expiry of warranty period or after one year from the date of signing of UAT by Bank's official or on submission by the Bidder, of bank guarantee of equal amount issued by a Scheduled Bank. The Bank Guarantee should be valid till the end of the warranty period.

- j) **Erasures or Alterations:** The offers containing unauthenticated erasures or alterations will not be considered. There should be no unauthenticated handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. NBSC/NABARD may treat offers not adhering to these guidelines as unacceptable.
- k) **Modification and Withdrawal of Offers:** The Bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by NABARD/NBSC prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.
- l) **Publicity:** Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.
- m) **Preliminary Scrutiny:** The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer or reject the offer if it considers that such non-conformity is material. The decision of the Bank in this regard shall be final and binding on all Bidders.
- n) **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the Bidder may be required to give presentation on the systems offered. The Bank may at its own discretion extend the time for receiving such clarifications.
- o) The Bank reserves the right to accept or reject any or all of the applications submitted for empanelment in full or in part without assigning any reasons.
- p) **Verification:** The Bank reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facilities, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job.
- q) **Penalty and Liquidated Damages (LD) for delayed supply:** If the Bidder fails to complete the requirements given in the purchase orders as per the requirements and operationalize as required or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the purchase orders, the Bank, without prejudice to its other remedies under this document, deduct from the Purchase order value, as liquidated damages, a sum equivalent to 0.5 percent of the total consideration amount for each and every calendar day of delay, subject to a maximum limit of 10 percent of the Total Purchase Order Value. Such penalty will be deducted from the bills of the Bidder OR from the invocation of the Bank Guarantee. The Bank may also consider removal of Bidder from the empaneled list.

- r) **Purchase Order Cancellation:** The Bank also reserves the right to cancel the purchase order in the event of one or more of the following circumstances:
1. Delay in delivery and installation beyond a period of 6 weeks from the date of purchase order
 2. Serious discrepancy or incompatibility or operation-ability of the deliverable, if any.
 3. Breach by the tenderers of any of the terms and conditions of the tender. If the Bidder goes into liquidation voluntarily or otherwise.
 4. In addition to the cancellation of purchase order, the Bank reserves the right to forfeit the Security Deposit/Performance guarantees submitted to the Bank by the Bidder and delisting the Bidder.
- s) **Indemnity to Bank:** Further, the Bidder shall indemnify the Bank and keep indemnified against any loss or damage that the Bank may sustain on account of any violation by the bidder of any law or legal requirement including of any intellectual property rights by the Bidder in respect of the products supplied. A detailed clause on the indemnities to be provided by the successful bidder would be incorporated in the SLA.
- t) **Authorization of signature:** The person who is signing the contract on behalf of the bidder should be an authorised signatory thereof and proof of authority in this regard shall be enclosed with the bid.
- u) **Force Majeure:** The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidders shall promptly notify Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by NBSC/NABARD in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- v) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NBSC/NABARD and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- w) The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

x) **Disclaimer:** Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it, under any circumstances whatsoever.

y) **Right to Reject Bids:** The Bank reserves the absolute and unconditional right to reject the response to this TENDER if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

1. It is not in conformity with the instructions mentioned in the TENDER document.
2. It is not accompanied by the requisite Application Money / Earnest Money Deposit.
3. It is not properly or duly signed.
4. It is received through fax
5. It is received after expiry of the due date and time.
6. It is incomplete including non-furnishing the required documents.
7. It is evasive or contains incorrect information.

Notwithstanding above, the decision of NBSC/NABARD shall be final and binding on all concerned.

z) The Contractor shall not disclose directly or indirectly any information, material and details of the Bank/College’s infrastructure / systems / equipment etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The Contractor will indemnify the College for any loss suffered by the College as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the College will be entitled to claim damages and pursue legal remedies. The company/agency/firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The company/agency/firm’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason

National Bank Staff College, Lucknow

Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2020-2023

Part II

Price Bid	
Module Type	Cost of Development (per slide)
Level-1-Passive (Weights Assigned for Evaluation= 30%)	
Level-2-Limited Interaction (Weights Assigned for Evaluation= 40%)	
Level-3-Complex Interaction (Weights Assigned for Evaluation= 20%)	
Level-4-Real Time Interaction (Weights Assigned for Evaluation= 10%)	
Video-Audio Production (per 30mins)	

Annexure – I
List of Documents (Technical Bid)

Eligibility Assessment

- a) Copy of Registration certificate of the Company
- b) Audited Balance Sheet as well as Profit and Loss A/c of last three years (2018-19, 2017-18 and 2016-17)
- c) Authorization letter for authorizing the signing official.
- d) Purchase/Work orders issued by 3 large professional bodies in India
- e) Purchase/Work orders for developing e-learning content during the last 3 years total worth at least one crore rupees.
- f) A declaration from the company that it has read, understood and readily agrees to comply with the terms and conditions given in this document.
- g) A declaration that the company is not debarred from contracting with any legal entity in India.
- h) Company profile as per Annexure-II, along with supporting documents.
- i) Earnest Money Deposit (EMD)
- j) Filled in AnnexureIII

Technical Assessment

- k) Brief profiles of the major projects during the last 3 years must be attached.
- l) Samples of e-content developed by the developer for other clients/for showcasing their work to prospective clients (separate sheets with snapshots may be attached or a CD containing these samples may be given)
- m) List of clients presently serving and List of banks/financial institutions served in the past
- n) References in banks/organizations where developer has done e-content development and from where the Bank is able to obtain feedback about the developer.
- o) Details of the working methodology/project management process adopted. Separate sheet may be enclosed.
- p) Details of the lead times needed for developing content for developing one hour of content by level types, number of hours content that the Bidder can take up at one time.
- q) Subject Matter Expert profiles.
- r) Accreditation details or Awards received for e-learning content development work
- s) Agencies may also be asked to demonstrate their content developed and project management strategy that they envisage for this contract.

Annexure II – Company Profile

Application for empanelment of Bidders for development of e-learning content/material		
(i)	Name	
(ii)	Address	
(iii)	Web site	
(iv)	Contact details, email address	
(v)	Constitution	
(vi)	Year of commencement of business	
(vii)	Details of applicable registrations (PAN, GSTN etc.).	
(viii)	Annual Turn-over for last three years	
(ix)	How many number of employees are engaged in developing eLearning projects?	
(x)	Please indicate what recognition or certifications you have earned. Mention all that apply.	
(xi)	Name of the Banker & address	
(xii)	Major clientele during last three years (names)	
(xiii)	Names of major projects completed in last three years	
(xiv)	Address details of offices in Lucknow or Mumbai, if any	
(xv)	Name, Designation, Tel no., Mobile no., e- mail id of 1 official authorised to make commitments to the Bank	

Signature of the Authorized Official with Seal

Annexure III – Legal Requirements

Number	Name	Answer	Answer Type	Pass Criteria
1	Is your company currently involved in any material litigation?		Yes / No	None to be there
2	Are there any petitions, claims, actions, judgments or decisions pending, which are likely to adversely affect your company's performance of work associated with this TENDER? If "Yes" please provide detail in additional comments or you may attach a document.		Yes / No	None to be there
3	Have you had any contract terminated for default or cause during the last five (5) years?		Yes / No	None to be there
4	Has your company been cited for any violations by any governmental agencies? If "Yes", provide details on any citations received in the last three years.		Yes / No	None to be there

Annexure IV

Please Fill-in the form below (self-assessment)

Technical Bid Evaluation Score Card				
Bidders Experience in eLearning (Max 15 Marks)				
	Level 1	Level 2	Level 3	Level 4
Number of e-learning Modules (minimum 25 slides each) developed. The bank may seek supporting evidences in terms of references from clients etc.				
Client Profiles (Max 15 Marks: Purchase orders to be provided)				
Total Number of Clients				
Number of Clients from Banking and Financial Sector				
Bidders Expertise (15 Marks)				
No of Technical Staff including the SMEs, involved in R&D, Design and Development				
Experience in developing content for all major browsers, App for Phones and tablets (all major OSs)				
Processes (Design/Development) and Quality (15 Marks)				
Process and Design and Development, Quality Assurance Methodologies. Should be able to demonstrate a clear process followed for the different stages of development and should have good PM process				
Presentation and Demonstration (40 Marks)				
Presentations and Demonstration of sample work done on various classes of e- learning modules (L1, L2, L3, L4 and video lecture)				

Draft Agreement

THIS AGREEMENT is made and executed this day of 2020 at Lucknow.

BETWEEN:

NABARD constituted under the National Bank for Agriculture and Rural Development Act, 1982, having its Central Office at Mumbai, through **National Bank Staff College, Sector H, LDA Colony, Kanpur Road, Lucknow, collectively referred to as NABARD** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) **and where context requires individually referred to as “Bank” and “College” respectively, of the First Part:**

AND

M/s.-----, through its -----(Designation), Shri-----
----- s/o

Shri ----- aged about --- years, hereinafter referred to as the Vendor (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **Second PART:**

WHEREAS:-

(a) NABARD had published a Tender calling for proposals for Empanelment of Vendors for Design, Development and Maintenance Support of e-Learning Content 2020-2023;

(b) About --- Vendors submitted their proposals in response to the Tender;

(c) After following the due procedure as contained in the Tender, NABARD/NBSC has selected ----- vendors for empanelment for design, development and maintenance support of e-learning content/material for the three-year period from 15 October 2020 to 14 October 2023 of which M/s----- is one; –

(d) the said Vendor has accepted to carry out the work for NABARD/NBSC based on the terms and conditions contained in the Tender, the response of the Vendor, letter of Intent of empanelment and those contained in this agreement.

The parties hereto being desirous of reducing into writing the terms and conditions of the empanelment and of the work to be carried out by the Vendor, have agreed as hereinafter. The terms and conditions contained in the Tender and the letter of intent shall be read as part and parcel of this Agreement, except that in case of any inconsistency, the terms contained in this Agreement shall prevail. This Agreement shall also not restrain the parties from setting forth such further or other terms, modifying or altering this Agreement to ensure due execution of the work contemplated under this Agreement; provided no such modification or alteration shall be in derogation to the material terms of this Agreement. For the purposes of clarity, it is agreed that the commercial terms of empanelment as contained in the Letter of Intent¹ shall be deemed to be material terms.

II. Scope of the Work:

Selected Vendor will have to perform the following tasks/activities,

a) Design and Develop SCORM 2004/SCORM 1.2 compliant e-learning material based on the content that would be provided by the Bank.

b) The e-learning material will have to be SCORM compliant for the latest version as at the time of developing the e-learning material (at present SCORM 2004/SCROM) for integration with the Bank’s Learning Management System (LMS).

c) **SCORMing** to be done at Learning Object Level.

d) The Bank is in the process of implementation of modified e-Learning Management System and the e-learning content is to be distributed on this platform. Accordingly, the e-learning material have to be developed satisfying the specifications/requirements in terms of formats, platform compatibility, browser compatibility etc.

e) The SCORM compliant e-Learning material may have to be developed in HTML 5 and / or SWF formats, if need be.

f) Bank may provide video content that has to be converted into video lectures using post-production techniques. Bank may also ask for video production and post-production for video content development.

g) The e-Learning content may also need to be delivered through mobile devices, tablets etc. The required technical standard will be provided to Vendor for development as and when e-Learning content for such devices are required to be developed.

h) The design and content will be developed in collaboration with the Bank. The Bank will own the developed content and will have all Intellectual Property Rights (IPRs) on it, exclusively.

i) The Vendor should provide support in deployment of the e-Learning material on the Bank's intranet site and/or Learning Management System (LMS) and will coordinate with the LMS vendor.

j) The Vendor should be able to develop e-learning content in English language.

III. E-Material Development Methodology:

a. The e-Learning material must be created in such a way that ensures widespread access and compatibility for users across the Bank (offices, departments and training establishments situated in various cities/locations in India).

b. Vendor should undertake to follow the standards/guidelines relating to Design, Functional Requirements, Content formation, Content presentation and placement of objects etc. as specified by the Bank.

c. Vendor need to detail on their Project management process, such as the development process, support processes, risk mitigation, work flow, quality control, etc.

d. Vendor should earmark Subject Matter Expert (SME) with sufficient domain knowledge in banking and finance to manage this project. Vendor should assign a dedicated team to each eLearning content/material development project.

e. While the Bank's SMEs will generally provide text content and domain knowledge, the Vendor shall provide, ensuring that IPR/Copyright issues are not violated, various sets of sketches/pictures/graphics, animations, video etc. to enable SMEs to select appropriate ones.

f. Development work shall be carried out at the Vendor's premises.

g. While the Bank shall usually assign its own SMEs for the e-material under development, who shall be a **single point contact** for communication from and to the Bank for that particular e-material, the Vendor should also assign their own SMEs to interact and understand the requirement from the Bank.

h. The Vendor shall assign in addition to the SMEs, a **Project Leader** for e-material development and the assigned project leader shall be a single point contact to the Bank from the Vendor/s side.

i. Representatives/SMEs from the Vendor should meet the Bank’s SMEs at different stages of development after seeking their prior appointment.

j. The Vendor has to provide collaborative tools using which Bank’s SMEs can review, and comment on deliverables. However, deliverables should normally be supplied by the Vendor on CD/e-mail to the SMEs. The module developed and delivered to the Bank along with the Intellectual Property therein shall be the property of the Bank and the source code, if any, thereof shall be handed over to the Bank. The Bank shall have the right to deploy the module on its intranet site or in whatever manner it deems fit including making multiple copies for various technical platforms/conditions.

k. In order to ensure that the project is carried out as per the specifications of the Bank, periodical review meetings to discuss the work done by the Vendor shall be held at the Bank and the dates of such review meetings will be finalized in consultation with the Vendor one week after the work is awarded.

l. Vendor should be prepared to develop the e-material based on the text content supplied by the Bank under any of the following defined levels.

Levels	Description
Level I: Passive	<ul style="list-style-type: none"> • Usually information dissemination courses. • Knowledge provided in linear format, one idea after another • Engagement achieved through point and click only • Simple slides, Graphics, illustrations and charts and standard GUI • Page Turner. • Text on the screen. • Basic quiz at the end.
Level II: Limited Interaction	<ul style="list-style-type: none"> • Simple instructional cues. • Use of scenarios as analogies • Option of audio narrative and videos • Interactions and simple animations. • Animated Graphics • Navigation expands to menus, glossaries, and links to external resources • Component of scenarios. • Post-Production of video into a video lecture. Raw video shall be provided by the Bank. • Assessments, multiple choice exercises, pop-ups, rollovers, drag and drops, matching, identification of components.

Level III: Complex Interaction	<ul style="list-style-type: none"> • Multiple, varied instructional. • Highly interactive and engaging • Case study, simulations and game based learning • Complex interactions techniques for engagement. • Complex simulations where learner must enter actual data. • Scenario based branching logic is introduced. • Assessments include text entry boxes and manipulation of graphic objects.
Level IV: Real-time Interaction	<ul style="list-style-type: none"> • Real time interaction creates a training session that involves a life like set of complex cues and responses. • Engage with simulations that exactly mirrors the work situation. • Stimuli and response are coordinated to the actual environment. • Real time learning and assessment occurs. • Session is most likely held in a collaborative environment with other learners and a facilitator. • Assessment/Evaluation of learners' knowledge gain and Certification. • In-built Authoring Tools/Environment • Facilities to edit/update a part or whole of e-material as and when required.
Video-Audio Recording	<p>This shall include on-site or remote audio-video recording of a lecture that may be used for post-production work under Interactivity Level II i.e. conversion of raw video into video lecture, as indicated above. This will include arranging for video-audio recording at NBSC or any of the NABARD office or pre-decided on-site location across India. This has to be quoted in a cost per 30 min of recording. The price quoted for this work shall not be calculated for comparative analysis of commercial bids. NBSC shall decide whether to offer this work at the quoted price to the bidder.</p>

m. The continuance of a Vendor on the panel shall be subject to satisfactory performance by the Vendor. If, at any point of time during the period of empanelment, the Bank is not satisfied with the performance of an empanelled Vendor, the Bank shall have the right to remove such Vendor from the panel. In such an event, the Bank shall also have the right to invoke and encash the performance bank guarantee.

n. Bank reserves the right to seek clarification from any Vendor at any point of time. In the scenario of empanelled Vendors not responding to the quotation/inquiry by NABARD on three occasions, whether successively or otherwise, the Bank may delist such Vendor from the panel.

o. Although primarily the Panel will be used by the National Bank Staff College, Lucknow. However, the Panel may also be utilised by the Bank's Offices/Departments/Training Establishments located all over India. The Bank reserves the right to add or substitute any department/office or location to the user list.

r. The Bank reserves the right to scrap the Panel at any time, without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final.

s. Empanelled list may be reviewed at Bank's discretion and the Vendor with the unsatisfactory performances will be delisted from the empanelled list. Unsatisfactory performance may include the following:

- i. Non responses for enquiries for more than three occasions
- ii. Not willing to take up Maintenance requirements
- iii. Delays in deliveries for 3 occasions
- iv. Closure of the company
- v. Intellectual Property Right, including License violations

IV. Award of Development and Maintenance Work

Empanelment does not entail placement of purchase orders for development of e-learning modules. The work will be allotted on a case to case basis, and as and when the content development need for the Bank arises. The following criteria will be taken into account while allocating work to the empaneled developers:

a. All the empanelled vendors will be given equal opportunity while allotting the purchase orders. The order of allocation will start from the highest scorer in the techno-commercial evaluation.

b. The Module Type (Level 1, Level 2, Level 3 or Level4 or Video-Audio Production) will be decided based on the definition given in this agreement mutually by the vendor and the SME of the Bank. Cost of the module will be arrived at based on the bench mark rate for the agreed Module Type and the number of slides contained in the particular e-learning module.

V. Other Requirements

z) **User Acceptance Test:** The Bank's SME (Subject Matter Expert) along with e-Learning Cell will certify the User Acceptance Test (UAT) after testing and commissioning of the e-learning module in the LMS/intranet portal of the Bank.

aa) **Warranty:** The e-Learning modules shall carry warranty for a period of one year against defects in workmanship, and should any defects, bugs arise during the period of warranty, concerned Vendor who developed it should undertake to set right the same, at no additional cost to the Bank. The warranty period commences on the date of signing off the User Acceptance Test (UAT) by the Bank's SME/official.

bb) During the warranty period, if needed, in view of the LMS specific requirements, changes in related technology, etc., modification/customization support shall be provided by the Vendor at no additional cost.

cc) **Maintenance Support:** All the empanelled Vendors should be agreeable to provide maintenance support for various e-Learning Modules. The maintenance support shall include enhancement and modification of the existing e-learning material. The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the

Bank's LMS platform after enhancement. The Empanelled Vendors will also be required to extent maintenance support if required by the Bank for the existing e-learning material developed by other Vendors. The cost for carrying out maintenance work for the e-Learning module will be worked out at per slide basis at the benchmark price for the particular type of e-learning module.

dd) The maintenance support shall include enhancement and modification of the e-learning material.

ee) The maintenance work will also include ensuring proper deployment and commissioning of the e-Learning module on the Bank's LMS platform after enhancement.

ff) The Vendor should also require to extent maintenance support if required by the Bank for the existing e-learning material developed by other Vendors.

gg) All the cost during the period of empanelment will be as per the benchmark prices.

hh) **Payment Terms:** In the case of development and maintenance of the e-learning material, payment will be made to the concerned empanelled Vendor as per Bank's payment policy, after the User Acceptance Test, i.e., 80% payment (inclusive of all taxes) will be made on delivery and satisfactory installation and balance 20% on expiry of warranty period or after one year from the date of signing of UAT by Bank's official or on submission by the Vendor, of bank guarantee of equal amount issued by a Scheduled Bank. The Bank Guarantee should be valid till the end of the warranty period.

ii) **Publicity:** Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

jj) **Penalty and Liquidated Damages (LD) for Delayed Supply:** If the Vendor fails to complete the development/upgradation work or deliver the modules within the time schedule stipulated in the purchase orders, the Bank, without prejudice to its other remedies under this document, deduct from the Purchase order value, as liquidated damages, a sum equivalent to 0.5 percent of the total consideration amount for each and every calendar day of delay, subject to a maximum limit of 10 percent of the Total Purchase Order Value. Such penalty will be deducted from the bills of the Vendor OR from the invocation of the Bank Guarantee. The Bank may also consider removal of Vendor from the empanelled list. Where the penalty has been deducted by invoking the Bank Guarantee thereby resulting in reduction in the amount, the Vendor shall, but not later than 15 days from date of such deduction, ensure that the amount of bank guarantee gets restored to the position prior to such invocation.

kk) **Purchase Order Cancellation:** The Bank also reserves the right to cancel the purchase order in the event of one or more of the following circumstances:

i. Delay in delivery and installation beyond a period of 6 weeks from the e- Module delivery date specified in the purchase order.

ii. Serious discrepancy or incompatibility or operation ability of the deliverable, if any.

iii. Breach by the Vendor of any of the terms and conditions of this Agreement.

iv. If the Vendor goes into liquidation voluntarily or otherwise.

v. In addition to the cancellation of purchase order, the Bank reserves the right to forfeit the Security Deposit/ Performance guarantee submitted to the Bank by the Vendor and delisting the Vendor.

ll) **Indemnity to Bank:** The Vendor shall indemnify the Bank and keep indemnified against any loss or damage that the Bank may sustain on account of any violation by the Vendor of any law or legal requirement including of any intellectual property rights, code of ethics by the Vendor in respect of the work carried out or the products supplied under this agreement.

mm) **Force Majeure:** The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force

Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by NABARD in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

nn) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NABARD and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

oo) The Bidder shall follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

pp) The NBSC or NABARD and its management, officers, employees, contractors, representatives, agents, and advisers shall not be liable for any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Agreement or conduct ancillary to it, under any circumstances whatsoever.

qq) (Provisions relating to sexual harassment of women in workplace)

a) The contractor /agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / agency and the contractor / agency shall ensure appropriate action under the said act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible any monetary compensation thaa may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises

VI. Pricing Mechanism and Payment Terms:

All the development, maintenance and enhancement work will be carried out at the benchmark price per slide during the period of empanelment, as provided hereunder:

Level-I	Rs.
Level-II	Rs.
Level-III	Rs.
Level-IV	Rs.
Video-Audio Production (per 30 mins)	Rs.

Deliverables:

Deliverables will include **Course Specification Document, Storyboard, Alpha version; LMS test version, and final versions of the eLearning modules.** The vendor/s will have to submit eLearning modules in a digital media disk.

Entire Agreement:

This agreement and, in relation to any services, the applicable Project Schedule (s) constitutes the complete and exclusive statement of the agreement between the parties with regard to the matter set forth herein, and it supersedes all other agreements, proposals and representations, oral or written, expressed or implied with regard thereto.

NUMBER OF COPIES:

The Vendor shall be the person liable to pay the requisite Stamp Duty payable as per appropriate provisions of the stamp laws in force in the State of Uttar Pradesh. This agreement is made in duplicate and NBSC and the Vendor shall each retain one original duly signed by the authorized signatories of the parties hereto.

Failure to Exercise NBSC's rights

Any omission on the part of NBSC/NABARD at any time to exercise any of its rights under the terms of engagement of the content developers shall not be deemed to amount as waiver on the part of NBSC/NABARD of its rights and in no way impair or affect the validity of the terms and the privilege of NBSC/NABARD to enforce its rights at any time subsequently.

JURISDICTION:

This Agreement shall be governed by the laws of India and shall be subject to the exclusive Jurisdiction of the Courts at Lucknow.

RELATIONSHIP OF THE PARTIES:

The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Each party shall be deemed to be acting solely on its own behalf and except as expressly stated has no authority to pledge the credit of or in our obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party. Neither party's officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other party for any purpose.

ASSIGNMENT:

The Vendor shall not assign or transfer any of the rights under this Agreement to a third party without consent of NBSC/NABARD in writing. Any such assignment without consent shall neither absolve the assignor of its liabilities and obligations under this Agreement, nor create in

favour of the assignee any rights or privileges as against the NBSC/NABARD.

NOTICE:

For the purposes of this Agreement notice shall be deemed served if sent by Fax or email to be provided by the parties or by way of registered letter at the address mentioned herein above.

Disputes Resolution

All disputes arising under this Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Principal / Officer-in-Charge, National Bank Staff College, Lucknow and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable, mutatis mutandis, to such proceedings and the decision of the Arbitrator shall be final and binding on both the parties. The Vendor has no objection to any such appointment to the effect that the arbitrator so appointed is NBSC’s own Officer or that he was a part to the contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. However, while appointing the Arbitrator, due regard shall be had to the qualifications and experience necessary for determining the issues arising in a contract of this nature and accordingly the person to be appointed as the sole arbitrator shall be one who is adequately qualified and experienced to resolve the dispute sought to be raised before the said arbitrator. The award of the arbitrator so appointed shall be final and binding.

SIGNATORIES TO THE AGREEMENT

The Parties hereto represent and warrant that the respective signatories are duly authorized to sign this Agreement and bind the respective parties.

In the witness whereof, the parties have executed this Agreement as of the day and year set forth

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

(If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

If the Contractor is a Partnership or an Individual	IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.
If the Contractor is a Company	IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the NABARD by the hand of

Shri Page 40

(Name and designation)

.....
..... in the presence of
(1)

Address

(2)

Address

.....
.....
.....

Witnesses

<p>SIGNED AND DELIVERED BY</p> <p>.....</p> <p>(1)..... Address</p> <p>.....</p> <p>.....</p> <p>2) Address</p> <p>.....</p> <p>.....</p> <p>Witnesses</p> <p>THE COMMON SEAL OF</p> <p>Was hereunto affixed pursuant to the resolutions passed</p> <p>By its Board of Directors at the meeting held on</p> <p>.....</p> <p>.....</p> <p>In the presence of</p> <p>(1)</p> <p>.....</p> <p>(2)</p> <p>.....</p> <p>Directors who have signed these presents in taken thereof in the presence of</p> <p>(1)</p> <p>(2)</p> <p>SIGNED AND DELIVERED BY the Contractor by the hand Of</p> <p>Shri</p> <p>and duly constituted attorney.</p>	<p>If the Contractor is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p> <p>If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
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Annexure VI

CLIENT'S CERTIFICATE REG. PERFORMANCE OF BIDDER (FORMAT)

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and date
3. Agreement amount
4. Date of commencement of work
5. Stipulated date of completion
6. Actual date of completion
7. Details of compensation levied for delay (indicate amount) if any
8. Gross amount of the work completed and paid
9. Name and address of the authority under whom works executed
10. Whether the contractor employed qualified Engineer/Overseer during execution of work?

11.

Comments on the capabilities of the agency:		
a)	Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
b)	Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
c)	Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d)	Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e)	General behaviour	Outstanding/Very Good/ Good/Satisfactory/poor

Note: **All columns should be filled in properly**

Reporting Officer and Seal

Annexure VII

Authorization of signature: (on the letter-head)

The person who is signing the contract on behalf of the bidder should be an authorized signatory thereof and proof of authority in this regard shall be enclosed with the bid.

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contracts to be signed with the Bank. The Vendor shall submit at the time of signing the contracts, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

Annexure VIII

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

National Bank for Agriculture and Rural Development
(NABARD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The
Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... . The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the

Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri P.K. Sangewar, IRSS(Retd.)

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be

obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

 (For and on behalf of the Principal)
 (Office Seal)

 (For and on behalf of the Bidder)
 (Office Seal)

Place _____ Dated _____

Witness 1:
 (Name and Address) _____

Witness 2:
 (Name and Address) _____