



Banks Board Bureau

An Autonomous Body of Government of India

Invites

REQUEST FOR PROPOSAL

to

Appoint Agency/ Firm / Institution to Design And Deliver a

Directors Development Program

for Nationalised Banks/Financial Institutions in Public sector In India

Last Date for Bidding: 5-May-2021 at 11:00 AM IST

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I. Schedule of RFP

Banks Board Bureau invites proposals from bidders for **appointing an institution / firm / agency to design and deliver a Directors Development Program for board members of nationalised banks (PSBs) and Financial Institutions (FIs) in Public sector.**

The objective of this RFP is to select an institution/agency / firm that has capability to design and deliver a training program for Directors of Nationalised Banks and financial institutions (Whole time Directors, Nominee Directors – Government / Regulator, Independent Directors / Non-Official Directors or any other Director on the Board) that can be delivered through three modes viz. online as e-learning modules, online through live webinars / meetings etc and through In-person mode. The Bidder is expected to have proven abilities to design, develop and deliver such a program including SCORM compliant online e-learning modules on a standard Learning Management Solution (EDX, Coursera etc), design courseware (printed material, multimedia content etc) and deliver the same through live / online event platforms, engage executives and academicians etc. The bidder will be selected under the Quality cum Cost Based System method (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal).

The Schedule for the RFP, terms and conditions are detailed in this document.

1.	RFP Number	BBBU/Mumbai/Administration/1/21-22/ET/1[Directors Development Program]
2.	RFP Issuance Date	March 19, 2021
3.	Estimated cost of the work	Rs. 3,00,000 (Three lakh only) per participant for approximately 50-60 participants per annum i.e., a total annual cost of Rs. 1,50,00,000-1,80,00,000 per annum. There may be less/ more participants for each module.
4.	Last Date of Written request for clarifications before the Pre-bid meeting.	Before 11:00 am on March 26, 2021. Clarifications specifically indicating the RFP page number & clause number to be mailed to secretariat@banksboardbureau.org.in
5.	Mode of Bidding / Submission of response	All bids, including the price bid and the commercial bid have to be submitted on-line only at https://www.mstcecommerce.com/eproc/
6.	Pre-bid Meeting (<i>online only</i>)	30.03.2021 - 11:00 AM To 30.03.2021 - 01:00 PM IST
7.	Bidding Period	05.04.2021 - 10:00 AM To 05.05.2021 - 11:00 AM IST
8.	Time and Date of Opening of Technical Bids	To be announced later.
9.	Time and Date for Technical presentations	To be announced later.
10.	Time and Date for Opening	To be announced later.

	of Financial Bids	
11.	Method of selection	Quality cum Fee Based System (QCBS)
12.	Governing Language of the proposal and assignment	English
13.	Currency	INR
14.	Validity Period of the bid	180 days from the last date of receipt of RFP response
15.	Performance Guarantee	10 % of the contract value
16.	Ernest Money Deposit	Rs. 3,00,000 (Three Lakh only)
17.	Transaction Fees	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favor of MSTC Limited.
18.	RFP Co-Ordinator	Shri Rishabh Garg, AGM Banks Board Bureau 4th Floor, Reserve Bank of India, Byculla Office, Mumbai Central Mumbai- 400 008, India secretariat@banksboardbureau.org.in Phone: (m) +91 98205 71526 / (o) +91-22-23028454

Important instructions regarding e-tender

This is an e-procurement event of Banks Board Bureau. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid. All date is in DD/MM/YYYY format and time is in IST.

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement **Common Portal** which is free of cost. Only after registration, the vendor(s) can submit his/her/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/BBB is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: ALL BIDS, INCLUDING THE PRICE BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE ONLY AT <https://www.mstcecommerce.com/eproc/>

1). Vendors are required to register themselves online with **www.mstcecommerce.com**→ e-Procurement→Common Portal and Register as Vendor by filling up details and creating own user id and password→ Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/BBB (before the scheduled time of the e- tender).

Contact person (MSTC):

Contact person (MSTC Ltd):

1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-09987758460
2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com

Contact person (Banks Board Bureau):

1. Rishabh Garg (Asst. General Manager)
E-mail ID: rishabhgarg@rbi.org.in
Phone no: 022- 2308 2374
2. Devansh Rawat (Assistant Manager)
E-mail ID: devanshrawat@rbi.org.in
Phone no: 022-2308 2377

II. Introduction

- 2.1. The Banks Board Bureau is an autonomous body of the Government of India. The mandated objectives of the Bureau inter alia include training and development of managerial persons in nationalised banks and financial institutions in public sector. The Bureau aims to provide best-in-class training and development opportunities to the members of the Board of nationalised banks in public sector.
- 2.2. Banks Board Bureau (BBB) seeks to appoint an institution/agency/firm (hereinafter called bidder) that has the ability and intent to design and deliver a Directors Development Programme to cover all directors over an initial period of three years. BBB and Indian Banks Association (IBA) will select an institution/agency/firm in accordance with the method of selection specified in this document.
- 2.3. Bidders are invited to submit a proposal in two parts – the technical part and the financial part separately, as specified in this document, for services required for the assignment named in this document. Late submissions i.e., received after the specified date in the Data Sheet will not be considered. The proposals submitted will be the basis for signing the contract with the selected bidder.
- 2.4. The Bidder shall bear all fees in connection with the preparation and submission of their proposals.
- 2.5. Bidders are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. BBB makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith. Any changes to the RFP will be communicated as an Addendum to the RFP and communicated via email/ as per agreed form of communication. However, the BBB will not respond to any communication initiated by the bidder (s) beyond the dates provided in the RFP. BBB may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for *bonafide* reasons. Further BBB hereby reserves its right to annul the selection process at any time

prior to the award of contract without incurring any liability towards the bidders and their third party / parties. Any entity other than the bidder/ PSB/ IBA/ BBB will be considered as a third party for the purpose of the definition of a third party in this document.

- 2.6. The prospective bidders and their third party/ parties are expected to examine all instructions, forms, terms, requirements, and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the prospective bidders' risk and may result in rejection of the proposal.
- 2.7. The proposal shall be rejected if validity period of the proposal made by the bidder is less than 180 days from the last date of submission of the proposal indicated in this document. During this period, Institutions/ Firms/ Agencies and their third party/ parties shall ensure the availability of professional staff/faculty nominated in the Proposal.
- 2.8. BBB, IBA and/or PSBs/FIs will not be liable for additional fee compensation in case proposal is based on inadequate or under-estimated resources.

Performance security

- 2.9. For the due performance of the contract in accordance with the terms and conditions specified, the selected bidder shall on the day or before signing the contract which shall not be later than 15 (fifteen) days from the issue of the Letter of Award, furnish to BBB a performance security in the form of an irrevocable Bank Guarantee for an amount equal to ten percent (10%) of the contract. The selected bidder is expected to enter into adequate arrangements to ensure performance from their third party/parties.
- 2.10. This performance security should be valid upto 180 days beyond the date of completion of three years of interventions and will be released after successful completion of the whole Project.
- 2.11. Should the assignment period, for whatever reason be extended, the bidder, shall at its own cost, get the validity period of Bank Guarantee (in respect of performance security furnished) extended and shall furnish the extended / revised Bank Guarantee to BBB before the expiry date of the Bank Guarantee originally furnished.

Authorisation of signatory

- 2.12. The proposal may be signed either by the Principal Officer of the institution/agency/firm or his duly Authorized Representative, in which case it will be accompanied by a certificate of authority. The authorization shall be in the form of a written power of attorney, which will serve as a proof of the ability of the signatory to bind the Institution/agency/firm. The authorization shall be enclosed to the proposal.
- 2.13. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the Institution/agency/firm shall sign the proposal and put its initial on all the pages of the Proposal.
- 2.14. All the pages of the response are to be numbered. The number should be unique across the document.

Only one Proposal

- 2.15. An institution/agency/firm can submit only one composite proposal. Submission of more than one proposal by any institution/agency/firm, will lead to disqualification.

Conflict of Interest

- 2.16. Institutions and their third party/ parties have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of IBA/the Bureau/PSBs/FIs, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the institution/agency/firm or the termination of its Contract.

Submission of Proposals

- 2.17. Tender (Part I & Part II) shall be submitted through e-tender portal of MSTC. Part-I or Technical details of the tender will contain the standard technical and commercial conditions for the proposed work, tenderers' covering letter, tenderer's additional conditions, if any. Part II of the tender shall contain the financial bids only.

- 2.18. Tender in prescribed format shall be submitted in two parts. Part-I of tender will contain the standard technical and commercial conditions for the program, covering letter, the EMD of Rs.3,00,000/- (Three lakh only) should be submitted through NEFT transfer to A/c. No – 41869163273 IFSC Code – RBIS0COD001 A/c. Name – Reserve Bank of India or by a demand draft issued by a Scheduled Bank in favour of 'Reserve Bank of India, Mumbai' Or in the form of an irrevocable bank guarantee valid for six months issued by a scheduled bank in the standard proforma which is available in the tender-form along with pre-Qualification documents. The documents pertaining to EMD should be scanned and uploaded with the pre-Qualification documents. Part-II of the tender will contain no conditions but Price Bid as per Schedule only. Tender not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected.
- 2.19. The tenderer shall furnish the name and address of the Bankers with whom they normally Bank in the cover letter. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works in the recent past, along with full details like the cost and components of trainings, the date of the delivery etc.
- 2.20. On award of the work, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bureau as per its format towards security deposit for the due fulfilment of the contract. The Bank guarantee towards Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be valid for the contract completion period and in case of delay, shall be extended upto the date of virtual completion.
- 2.21. On submission of the above Bank Guarantee for 10% of the contract value, the EMD submitted by the successful tenderer will be refunded. The EMD of the unsuccessful tenderers shall be released after the award of the work.
- 2.22. The Tenderers shall furnish full details of all such similar works carried out by them during the last 5 years, as per the proforma included in this tender. The Bureau may approach one / more of the parties for whom the work was done, to satisfy itself about the quality of the service rendered before opening Part II of the tenders.

Thereafter, the Bureau at its discretion will consider or reject any or all the tenders without assigning any reason therefor.

- 2.23. The scanned copy of the proposal, to be marked “ORIGINAL” in all pages/sheets, shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal must initial such corrections.
- 2.24. All Documents and formats given in the Annexures to this RFP should be duly uploaded on the MSTC Website. Any supplementary material that is submitted along with these formats shall be treated as a part of the RFP submission, and hence should be authenticated.
- 2.25. BBB shall not be responsible for security/ integrity of the documents if the documents are not uploaded as stipulated. This circumstance may be a case for rejection of proposal. If the Proposal is not submitted in separate parts as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 2.26. The Proposals must be submitted online only as indicated in the Data Sheet and not later than the time and the date indicated in the Data Sheet. Any proposal received by post / hand delivered shall be returned unopened against acknowledgement by Registered AD post/ courier.
- 2.27. Except for the Part 2, all other documents shall be opened immediately after the deadline for their submission is over. The Financial Proposals shall remain secured and encrypted on the MSTC portal.

III. Terms, Conditions and Details

Eligibility Criteria

Sr.	Eligibility/Pre-qualification Criteria	Supporting Documents to be submitted
1.	<p>Bidder can be any of the following:</p> <ol style="list-style-type: none"> a firm company organisation an academic institution a collaboration between the above in whatever form and mix/ proportion as deemed fit for the delivery of the Programme and its various modules. <p>With reference to v above, in such collaborations, concept of 'Principal Bidder' shall apply, which shall be the firm/ company/ organisation or the academic institution in the partnership in documented lead role and which shall be the sole point of engagement for the purpose of the execution of the contract and which shall be solely responsible, contractual, or otherwise, for the delivery of the Programme. The arrangement shall be referred to as the bidder in this RFP and the terms shall apply to the Principal Bidder. The Principal Bidder shall be clearly listed in the bidder's proposal in response to this RFP.</p>	<p>Incorporation/ Registration Certificate required or equivalent documentation relevant to the entity.</p> <p>In case of a collaboration, a self-declaration by the lead collaborator on its letter head, giving details of the nature, duration and purpose of collaboration.</p>
2.	<p>Bidder should be registered and practicing in India at least for the last five years as on the last date of bidding. <i>(In case of collaboration, this term is applicable to Principal Bidder).</i></p>	<p>Incorporation/ Registration Certificate required or equivalent documentation relevant to the entity.</p>
3.	<p>Bidder (along with its collaborating partner) should demonstrate capabilities to source Distinguished Practitioners (Eg. Chairman / MD & CEOs / Directors of large institutions known for their board practices) and/or faculty from top universities from India/ Abroad that appear in the top 100 of the latest ranking for management institutions of Financial Times.</p>	<p>A self-declaration on its letter head giving an indicative list of such distinguished practitioners / faculty that they propose to engage.</p>

4.	Bidder (along with its collaborating partner) should have an average annual turnover of at least Rs. 5 crores during the previous 3 consecutive financial years attributable to advisory / assessment / development / training services for organizations / firms/ companies of repute.	i. Certification by the entities' Auditors/Chartered Accountant. ii. Audited Account Sheets / P & L Sheets. iii. Information in the format provided in this document on each assignment/job legally contracted and attributable to advisory/ assessment / development services.
5.	Bidder (along with its collaborating partner) should have delivered trainings to atleast 10-15 Directors during the previous 3 consecutive financial years. These trainings should have been necessarily delivered through in-person sessions and online modules.	A self-declaration on its letter head giving details of course, number and details (company name, position) of participants for the three years separately.
6.	The Bidder should have tangible positive net worth in each of the last 3 immediate consecutive financial years.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years with audit reports and notes on accounts.
7.	In case either the Bidder or its collaborating Partner is an academic institution, it should be in the list of top 10 academic institutions in India as per the latest ranking for management schools by NIRF, Ministry of Human Resources and Development, Govt of India or in the top 100 of the latest ranking for management institutions of Financial Times.	A self-declaration by the bidder on its letter head.
8.	The Bidder (including its collaborating partner) should not have been blacklisted/ debarred by any government or regulatory body in India or overseas	A self-declaration by the bidder on its letter head.
9.	The Bidder (including its collaborating partner) should not be owned or controlled by any Director or Employee (or Relatives) of Indian Banks Association, the Public-Sector Banks, and the Banks Board Bureau, both present and those who have retired/resigned in the last one year.	A self-declaration by the bidder on its letter head.

Ownership

31. The program shall be owned by the Bureau, Indian Banks Association (IBA) and the respective banks jointly. The governance and operational ownership shall be with Bureau and IBA, while the contractual ownership shall be with the PSBs/FIs directly.

Purpose/Objective of RFP

32. RFP is being floated to appoint an agency/firm/institution who will curate and deliver the Directors Development Programme for Directors of Public Sector Banks in India. It is expected that each year, around 50-60 Directors will attend this programme covering some/all of the modules and sessions.
33. The timeframe for the assignment under this RFP is for a period of three years beginning from the date of signing of the contract pertaining to this RFP. (please also refer to Part IV, General Terms and Conditions, Term of Assignment – 6.11 & 6.12 on page 27) beginning from the date of signing/commencement of the program.
34. The institution/agency/firm should demonstrate its ability to commit adequate resources for capacity building in the next three years, beginning from the date of signing of the contract.

Detailed Scope of Work

35. The Program shall have a modular design for three categories of Directors viz. newly inducted, nominees and seasoned directors. The Program modules shall be delivered in all /some of the 3 modes viz. (i) online self-paced e-learning, (ii) Instructor led sessions and (iii) Structured webinar / seminar on key issues and latest developments in all aspects of relevance.
36. The institution/agency/firm should have proven in-house capability to develop the course material, design the digital content and host the modules in a structured manner on a Learning Management Solution like EDX, Coursera etc. The access to this material should be available to all Directors enrolled for the program throughout the tenure of the Directors on the Board with facility for tracking progress / quizzing etc.
37. The institution/agency/firm should have proven capability to deliver Class-Room / Instructor led sessions and host seminars / webinars on the topics related to the contents.
38. The institution/agency/firm is expected to deliver on its own or through arrangements with third party/parties. The bidding institution/agency/firm shall accept full responsibility for the quality and performance of the third

party/ parties that they tie-up with for the programme. The Quality (in terms of expertise, experience etc. of instructors and program directors) of institute shall be given due weightage.

39. The key components that shall be covered while preparing the financial bids are:

- i. Accommodation (where applicable) with full boarding & WIFI (on / off campus) suitable for Top Executives
- ii. Distribution of courseware in digital / paper format
- iii. Design, Development and hosting of SCORM compliant e-learning content with all standard features.
- iv. Learning Management Solution Platform to host the content. The bidding institution/agency/firm shall be responsible for the administration, updating etc of the LMS platform.
- v. Sourcing / Preparation of relevant case studies
- vi. Sourcing of eminent speakers for thematic webinars / seminars.
- vii. Governance support (surveys, reporting, tracking system etc)

Program Objectives.

310. Governance should be a key focus area for the program and appreciation of issues in Governance should be given more time. The learning objective of the DDP shall be to enhance and update the following:

- Impart Knowledge of Law relating to Director's liability.
- Create an appreciation of principles of corporate governance and their application to building an effective organization.
- Create an appreciation of role of Director in governance, entrepreneurship, and management.
- Generate understanding of the leadership and organizational issues involved in stakeholder management and performance delivery.
- Create a realisation of competencies to maximize the effectiveness of their dealings with the rest of the board as well as with the organization as a whole.
- Impart Knowledge on the latest developments in financial markets, Regulation and Statutes, consumer behaviours, Information Technology and

cyber security, Fintech etc.

- Develop key attributes necessary for an effective director viz. time management, empathetic listening, conflict management, dissent without disruption, active listening, surmising and summarizing etc.

Consideration of learning styles.

311. The learning styles appropriate for Board members, with vast experiential knowledge, must adhere to the following adult learning principles:

- a) Learning Material should be available online / off-line for self-paced learning.
- b) Learning material should be delivered through all three modes viz. text, audio / visual and live interactions.
- c) Interactivity (through Role play on Board Room dynamics, handling conflicts, persuasiveness, gamification, etc) in all three modes
- d) Use of case studies, brainstorming exercises, facilitated discussions, role-plays, problem solving etc especially in soft-skill modules.

Delivery mode and Style

312. The DDP should be delivered through three modes as most Directors shall not be able to dedicate exclusive time at a stretch for the purpose. These modes are:

- **Self-paced Online mode:** These would comprise customised course modules delivered online with combination of audio / visuals, pre-recorded lectures, interactive simulations, self-assessed workbooks. The modules would be organised into Learning Paths to enable focused studies. The modules shall be available on demand and Directors shall be able to refer to them at any time. Some self-testing mechanisms for the online content, can also be provided to help participants keep a check on their progress.
- **Seminar through Online mode:** Since Directors are appointed at different points in time in different institutions/organisations, it may be difficult to create a cohort. In order to overcome this, the DDP should host at least one seminar every quarter on key developments / topics of relevance for the program participants. These seminars should be broadly linked with the study themes and should be preceded with instructor-led interactive learning sessions and brainstorming sessions.
- **Interactive mode:** The interactive mode should be restricted to 2-3 days in-person with a primary focus on development of soft skills through role play, case

study (to navigate dilemmas skilfully with the right ethical or moral perspectives, navigate overload of information etc)

Program Content

313. The course content should necessarily be designed for induction of new directors, orientation of nominee Directors and knowledge updates for seasoned directors. Some of the key modules can be:

- a. The Board's Legal Environment
- b. Financial Literacy
- c. Risk Management and Compliance
- d. Impact of Technology
- e. Fundamentals of Corporate Governance and their application to building an effective organisation.
- f. Ensuring an Effective Board
- g. What makes an Effective Director?
- h. Board Processes
- i. Board Behaviours and Dynamics
- j. Board Committees
- k. Strategy from a Board perspective
- l. People Agenda – Board's responsibilities on Talent Management and Succession
- m. Boards' role in Crisis Management
- n. Handling Management & Ownership Bridge, Corporate Values, Transparency in Operations
- o. Responsibility towards Stakeholders, Dilemmas on the Board, Decision Support Systems
- p. Directors' rights, Statutory & fiduciary duties, duty of care and duty to act within powers Legal liabilities and enforcement mechanisms.
- q. Key Concepts of Financial Statement Analysis, IFRS, IND (AS) & other Accounting Standards, Subsidiary Organization financials (For new Directors)

314. Only aspects related to knowledge and domain can be handled by academicians. Other than those aspects related to knowledge, the sessions

shall be handled by distinguished practitioners, who have chaired board in public sector undertakings/large firms and through organisations which specialise in training on Corporate Governance. The whole methodology should have lots of situational examples rather than mere listing of content.

Levels of the Program

315. The entire program shall be divided into two /three separate modules targeted for a different class of directors.

- i. Induction Module: This module shall be designed for all new Directors.
- ii. Orientation Module: This module shall be designed for all new appointments / Nominee Directors.
- iii. Refresher Module: This module shall be designed for all seasoned Directors.

316. **Induction Module:** Orientation and Induction with an 'induction docket' that shall include but not be limited to

- Basic banking terminology
- Orientation on structure, operations etc. of the particular Bank/FI and PSBs / FIs in general
- Structure and rationale of committees
 - i. Types of committees
 - ii. Periodicity of meeting
 - iii. Objective of committees
 - iv. Committee meetings vis a vis Board meeting
- BASEL norms on Capital, basic asset quality regulatory guidelines
- A general idea of the types of agenda taken up during meetings.
- Bank Specific- Financial status of the Bank with points of strength and focus of improvement.
- Bank Specific- Introduction to the other Board members
- Bank Specific- Cultural nuances of the Bank and its value systems
- Bank Specific- Introduction of Senior Management Personnel who would be presenting to the Board.
- Bank Specific- Corporate Governance policy, if any
- Behavioural dynamics in the Board room
 - i. Clarity on Strategic, Operational and Tactical areas
 - ii. Communication skills including but not limited to
 1. Assertion
 2. Disagreeing amicably
 3. Handling diverse views and criticism of ideas
 4. Listening
 - iii. Appreciating diversity of the background of board members
 - iv. Treating whole time directors as equals and not as 'reportees'
 - v. Disagreement vs Dissent

- Empathetic professionalism
- Earning trust through demonstration of openness
- Patience and poise in dealing with divergent views.
- Maturity of responding rather than reacting.
- Time consciousness – respecting collective time of the group.
- Attendance and punctuality
- Focus on pertinent points based on materiality.
- Taking aspects offline as appropriate
- Going through the agenda and being ready with appropriate homework
- Mobile phone etiquette
- Video conferencing etiquette
- Professional vs Non-professional vs Unprofessional
- Avoiding of abrasive approach

317. Orientation Module: Topics should focus on principles or paradigms relating to Governance.

- Difference between whole time directors and independent directors
- Role as custodians/ trustees
- Presumption of trust unless situation dictates otherwise.
- Focus on strategy rather than on operational/tactical aspects.
- Superintendence/ direction/ control vs ‘operational management’
- Searching questions vs Debating issues to ‘win’
- Respecting freedom and judgment of whole-time directors
- Knowing where to stop pushing after setting aspirational goals.
- Respecting collective wisdom over individual opinion
- Willingness to show vulnerability and openness to learn.
- Willingness to move from unidimensional thinking to multidimensional views.
- Understanding limitations of circulars and ‘advice memos’
- Understanding the difference amongst the following words as the situations may demand.
 1. For Approval
 2. For Information
 3. For Concurrence/ Ratification
 4. For Discussion/Views/ Consultation
- Dilemmas in Corporate Governance
- Case studies from relevant board room discussions
- Handling of diverse views in those cases
- Personal relationships vs Organizational genuineness
- Professional approach with examples
- Maximization vs Optimization

Chairmanship skills (For induction and orientation modules)

- Role of Chairman in board meetings or Committees
- Familiarity with agenda beforehand
- Handling of time as set for the meeting.
- Rights of a chairman
- Duties of a chairman
- Communication skills in closing a point.
- Taking aspects offline as appropriate
- Respect multiple points of view and bringing the discussion/ agenda to closure.

Refresher Modules: This can cover the dilemmas in Corporate Governance.

- Case studies from relevant board room discussions
- Handling of diverse views in those cases
- Personal relationships vs Organizational genuineness
- Professional approach with examples
- Maximization vs Optimization

Some pointers for Interactive sessions of the three modules

- In the interactive classroom mode, it would be good if there are role plays included which could be on actual Board room dynamics and handling conflict situations or in getting one's points across, persuasiveness, etc.
- At the Board level, various business / situational dilemmas are often encountered which have significant organisation implications and there may not be a single right or wrong answer. The Role plays could help participants to learn to navigate such dilemmas more skilfully and handle these issues with the right ethical or moral perspectives.
- Some in-basket or soft skills experiential training exercises can also be very helpful for participants to navigate huge volume / overload of information and not lose sight of the most important items or compliance / risk / governance items, etc.
- Given that Board collaboration is a very important component of Board effectiveness, some training sessions should be on how participants can enhance collaboration at the highest level, given that Board members are generally representing different constituencies, and are vocal and passionate about the segments that they represent. In such a scenario, some experiential sessions on collaboration where such situations can be mimicked will be very helpful to the participants.
- Some self-testing mechanisms for the online content, can also be provided to help participants keep a check on their progress.
- Case studies that demonstrate the Board level conflicts, handling dissent and generating convergence.
- Attending of an online course and finishing it in some hours may not automatically imply retention over a longer period. So, some way to refresh earlier courses done

after a period through recap courses or flipped classes concept in a summarised form or in a higher version form will also help in long term retention.

- In case there are Directors from Financial Institutions, there shall be additional modules (Self-paced online modules) on relevant topics.

Duration of the modules

318. Given the hybrid nature design of the course, separate timelines need to be there for each of the modules. Further, since the whole time directors are usually pressed for time, the entire duration needs to be compressed to a few days.

Self – Paced Online Modules	Ten-Fifteen hours of content
Seminar through Online mode	Four-Five days
Interactive mode	Two-Three days

Measuring effectiveness of training

319. The bidder shall have to provide the methodology (Eg. Kirkpatrick model) for measurement of the effectiveness. The successful bidder shall have to provide clear reports on the immediate reaction of the participants, their appreciation of topics delivered and the observed behavioural changes (through peer review / surveys / interviews). The successful bidder shall report to the governing body setup by the Bureau / IBA for the program.

Basis of bidding

320. The firm/ institution may submit its commercial bid for each of the components (modules / modes of dissemination / pedagogy etc) separately but shall be aggregated for the purpose of commercial evaluation. The bid will be in terms of “fee per participant per annum for induction, orientation and refresher modules” to be charged and should be quoted in INR only. This fee will be considered fixed for the first three years.

321. The Programme Fee per participant quoted by the Firm/ Institution should include everything else (for e.g., also include expenses on usage of trademarks, patents, licenses; all associated fees of usage of facilities and other conveniences as required for the programme, boarding and lodging, overseas stay (if any) etc.) and exclude only those specified. Exclusions will be in the form of Applicable taxes, levies etc and fee for travel (domestic/

overseas) for participants to attend the programme.

322. Taxes / levies shall be excluded from the basic price. The CGST and SGST for the DDP and the Boarding / Lodging should be quoted separately as a percentage (Eg. If applicable CGST is 9%, then it should be quoted as 9) in the financial bid on the MSTC bidding portal.

Timeframe for the implementation

323. The firm/ institution and its third party/ parties will have to be in a high state of readiness to implement the programme targeted to start within three months of signing the contract.

Payments

324. The firm/ institution shall raise an invoice on the organisation that deputes its Directors for the program, on a yearly basis after completion of the program. The payment shall be received directly from the institution/agency/firm. Before the payment is made by the organisation, it shall have to also take a certificate of satisfaction from the Bureau regarding the Programme delivery, that shall form the basis for release of payment.

Team

325. A Programme Director/Team leader along with all those resources in the team including faculty (in-house or guest) should be proposed for the overall assignment. Without explicit written approval of BBB to a proposal for providing alternate staff/faculty of same level of qualifications and expertise, no changes will be permitted in the Programme Director/ Team leader as well as the team members proposed. If BBB is not satisfied with the substitution, BBB reserves the right to terminate the contract and recover liquidated damages in the manner as specified in this document. BBB reserves the right to insist the Institution/agency/firm to replace any team member with another within 15 days (with the qualifications and expertise as required by the BBB) during the course of assignment. The Institution/agency/firm will have to undertake that no such substitution would delay the project timelines.

IV. Criteria for Evaluation of Bids

Quality evaluation criteria

- 4.1. An institution/agency/firm will be selected under the Quality cum Fee Based

- System method (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and as per procedures described in this RFP.
- 4.2. An Evaluation Committee shall evaluate the Technical Proposals on the basis specified in this document. Evaluations will be based on documentary evidence submitted with respect to evaluation / selection criteria.
 - 4.3. A Proposal shall be rejected at this stage if it does not respond adequately to all aspects of the RFP. The Technical proposals which are unsigned and incomplete shall not be evaluated. Each responsive proposal will be given a technical score.
 - 4.4. During the process of evaluation of the technical proposal, the institution/agency/firm along with its third party/parties may be required to make presentation on its Proposal covering various aspects as specified in this document.
 - 4.5. If it is decided to schedule a presentation, the date and time will be intimated.
 - 4.6. The technical capabilities and competence of the potential institution/agency/firm and its third party/parties reflected in the technical proposal made available should be consistent with the presentation, if and when it is made before the committee.
 - 4.7. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
 - 4.8. Financial proposals of only those bidders will be evaluated, who secure a minimum of 70% score in the technical evaluation. Technical evaluation of the eligible bidders will be conducted as per the criteria furnished below:

Sr	Technical/Quality Evaluation Criterion	Max Score
1	Understanding of the domain of Public Sector Banks in India. Understanding of the current and future leadership challenges faced by Public Sector Banks in India in an increasingly competitive marketplace.	10
2	Experience of design and delivery of online modules on a State of art E-Learning management system for Boards of financial institutions / banks	10
3	Experience of design and delivery of webinars / seminars for Boards of financial institutions / banks	10
4	Detailed methodology with mapping of activities, milestones, deliverables and team deployment for each module.	35
5	Experience and profile of each and every member of the team who will be deployed for the exercise. Given that the program is at the Board	35

	level, the facilitators for the programs are very important and should have handled participants at this senior level.	
	Total	100

Scoring Criteria

4.9. The combined score shall be obtained by weighing the technical and financial scores in the ratio of 80:20 and adding them up.

4.10. The overall score will be calculated using the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20) \text{ Where: } S = \text{Score of the bidder}$$

T = Technical score

T High = Highest Technical score

C = Financial Quote

C Low = Lowest Financial Quote

4.11. On the basis of combined weighted score for technical and financial criteria, the institution/agency/firm will be ranked in terms of total score. The proposal obtaining the highest combined score will be ranked as H-1 followed by the proposals securing lesser score as H2, H3, etc. The institution/agency/firm securing the highest combined score, i.e., H1, will be considered for award of the contract.

4.12. If two or more bidders have the same total score, BBB reserves the right to seek revised offer from the same bidders and placing order on revised H1 offer. If same situation prevails then BBB reserve the right to place order on any of them.

V. Financial Proposal

5.1 After the technical evaluation is completed, the qualified institutions shall be informed about the time for opening the Financial Proposals. Institutions' attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.

5.2 Component-wise, the proposal with the lowest total value shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their total value i.e., scores pro-rated lower for higher priced offers.

5.3 Financial proposals will be expressed as a fee per participant viz., Total programme fees per participant in Indian Rupees only including all else (for e.g., also including the fee for patents, trademarks, licenses etc.) excluding only that mentioned as excluded in this document.

5.4 The BBB will not provide for facilities such as local conveyance, office machines, secretarial assistance, local services, etc for the submission of the proposals.

5.5 The financial proposal should specifically indicate the fees to be charged per participant annually. The fees to be charged per participant will be the same for the three years.

VI. General Terms & Conditions

No Legal Relationship

6.1. No binding legal relationship will exist between BBB and any of the Institutions and their third party/parties until written acceptance of the proposal and notification of award.

Obligation to inform itself.

6.2. The Institutions and their third party/parties must apply their own care and conduct, their own investigation and analysis regarding any information content in the RFP document and the meaning and impact of that information.

Evaluation of Offers.

6.3. To assess the suitability of the Institution/agency/firm, selection criteria set out in this RFP document will be applied. Additional criteria, as deemed fit, if the circumstances so warrant would be applied after the same has been conveyed to all

concerned. For the set purpose, information could be procured from any source apart from the information and details furnished by the Institution/agency/firm and its third party/ parties.

- 6.4. The Institution/agency/firm unconditionally acknowledges that for submitting its response to this RFP, it has not relied on any idea, information, statement representation given in this RFP document other than for deciding the operational boundaries of the proposal.

Disclaimer

- 6.5. Subject to any law contrary, and to the maximum extent permitted by Law, BBB and its Executives, Senior Advisors, Advisors, Employees, Contractors and Agents disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecast, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with negligence, omission, default, lack of care or misrepresentation on the part of BBB or any of its Executives, Senior Advisors, Advisors, Employees, Contractors and Agents.

Notification

- 6.6. BBB will notify the Institutions individually in writing, as soon as practicable, about the outcome of the RFP evaluation process.
- 6.7. BBB is not obliged to provide any reasons while communicating the outcome.

No contact periods.

- 6.8. From the time the Proposals are opened and up to the time the Contract is awarded, the institutions and their third parties shall not contact Banks Board Bureau, or Public-Sector Banks on any matter. Any effort by institutions and their third parties to influence those connected with the process, may result in the rejection of the Proposal.

Confidentiality & Non-Disclosure.

- 6.9. Information contained in this RFP is intended for the use of the institutions and their proposed third party/ parties only and not for any onward transmission or further circulation to other persons not officially concerned with the process.
- 6.10. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the institutions who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any institution/agency/firm or its third party/ parties of confidential information related to the process may result in rejection of its Proposal and adversely affect its future prospects. All information/ documents/ deliverables collected during the process will be the property of the Bureau.

Term of Assignment

- 6.11. The assignment shall be for a period of one year initially extendable by two more years, subject to a half-yearly review. The period of assignment shall be reckoned from the date of the commencement of the first batch.
- 6.12. For clarity, it is specified that the availability of Directors is subject to their appointments and schedules and may vary during each year of the contract. The Batch can commence only after such appointments / schedules have been confirmed.

Adherence to Terms and Conditions

- 6.13. The bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Institutions and its third party/ parties, such responses may be disqualified, and such bidders may not be considered for the selection process.

Other Terms & Conditions

- 6.14. BBB reserves the right to:
- Reject any and/or all responses (proposals) received in response to the RFP, in part or in full, and to cancel the process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to Institutions and

their third party/parties or any obligations to inform the affected Institutions and their third party/parties on the grounds for BBB's action or without assigning any reasons, whatsoever.

- b. Modify the RFP (including evaluation criteria) as deemed necessary in the process, at any time before the opening of technical proposal. BBB may extend the deadline for submission of the proposals.
- c. Waive or change any formalities, irregularities, minor infirmity, non- conformity or inconsistencies in proposal format delivery or in the proposal which does not constitute a material deviation.
- d. To negotiate any aspect of proposal with the selected Institution/agency/firm after the RFP closes to improve upon or clarify any response or proposal.
- e. Share the information/clarifications provided in response to RFP by any Institution/agency/firm, with any other Institution/agency/firm (s)/others, in any form.
- f. Partial Proposals will not be considered.
- g. BBB shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BBB may abort the entire process at any stage without thereby incurring any liability to the affected Institutions and their third party/ parties or any obligation to inform the affected Institutions of the grounds for BBB's action. The dispute redressal mechanism addressed in interpretation related issues shall be followed in case of dispute.

6.15. Single Point of Contact: The selected Institution/agency/firm has to provide details of single point of contact viz. name, designation, address, e-mail, address, telephone/ mobile no. etc.

Adherence to Standards

6.16. The selected Institution/agency/firm and its third party/ parties should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. BBB reserves the right to ascertain information from the other entities to which the Institutions and their third party/ parties have rendered their services for execution of similar programmes.

Charges Terms

6.17. By submitting the Proposal, the Institutions will be deemed to have accepted all the terms and conditions mentioned in the RFP document. It is deemed that the rates quoted by the Institutions shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Institutions should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall be the Total professional fees (INR) including all else other than those specifically excluded under various clauses of this RFP.

Penalty and Liquidated Damages

6.18. If the selected Institution/agency/firm fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the BBB reserves the right to recover penalty @ 0.5% of the contract value per calendar week or part thereof, as Penalty for non-performance/delayed performance, with the total amount of penalty not exceeding 5% of the contract value. In case the total penalty exceeds the stipulated cap mentioned above, the balance amount payable to the selected Institution/agency/firm shall be forfeited. For the purpose of this, delay at each / any of the stages of the project, beyond two weeks, shall be subject to penalty.

6.19. Notwithstanding whatsoever stated above, if the selected Institution/agency/firm fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per BBB's and/ or PSBs/FIs' satisfaction, then BBB can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Institution/agency/firm inter-alia by invoking the performance guarantee. The BBB and/or PSBs/FIs reserve the right to also recover whatever payments made till date as Liquidated Damages.

6.20. The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the BBB and/or PSBs/FIs.

Professionalism

6.21. The selected Institution/agency/firm and its third party/ parties should provide professional, objective and impartial service at all times and hold stakeholders interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

Force Majeure

6.22. Any failure or delay by selected Institution/agency/firm or BBB and/or PSBs/FIs in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

Applicable Law and Jurisdiction of Court

6.23. Contract with the selected Institution/agency/firm shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Mumbai.

Indemnity

6.24. The selected Institution/agency/firm shall indemnify BBB and/or PSBs/FIs and keep indemnified for any loss or damage, fee or consequences that BBB and/or PSBs/FIs may sustain, suffer or incur on account of violation of patent, trademarks, statutory laws and regulations etc. by the selected Institution/agency/firm and its third party/parties. The selected Institution/agency/firm shall always remain liable to BBB and/or PSBs/FIs for any Losses suffered by BBB and/or PSBs/FIs due to any breach of contract, negligence or fault on the part of the selected Institution/agency/firm and its third party/parties, and the selected Institution/agency/firm also shall indemnify IBA and/or PSBs/FIs for the same. The total liability of the selected Institution/agency/firm under this clause and contract shall not exceed the total contract value.

Erasers or Alterations

6.25. Corrections / alterations should be properly authenticated by the authorised person in the same way as he/she has signed the proposal documents failing which the proposal will be rejected. BBB may, at its sole discretion, waive any minor non-conformity or irregularity in the proposal, which does not constitute a material alteration. Proposals once submitted cannot be modified.

Right to Reject Proposals

6.26. BBB reserves the absolute and unconditional right to reject any proposal offer in response to this RFP if it is not in accordance with the requirements specifically stated in this document and no correspondence will be entertained by BBB in the matter.

Assignment

6.27. Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Institution/agency/firm and its third party/parties without advance written consent of BBB and/or PSBs/FIs. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Institution/agency/firm and its third party/parties shall not subcontract or permit anyone other than its personnel declared in the proposal document to perform any of the work, service or other performance required of the selected Institution/agency/firm and its third party/parties under the contract. Proposals with any breach will be disqualified at the evaluation stage itself.

Non-Solicitation

6.28. The selected Institution/agency/firm and its third party/parties during the term of the contract and for a period of one year thereafter shall not without the express written consent of BBB and/or PSBs/FIs, directly or indirectly:

(a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has

been an employee of IBA/Bureau/PSBs/FIs or associated or engaged in any capacity, by the IBA/Bureau/PSBs/FIs in rendering services in relation to the contract; or
(b) Induce any person who shall have been an employee or associate of the IBA/Bureau/PSBs/FIs at any time to terminate his/her relationship with the IBA/Bureau/PSBs/FIs.

No Employer-Employee Relationship

6.29. The selected Institution/agency/firm and any of its third party/parties and their holding/ subsidiary/ joint- venture/ affiliate/ group/ client companies or any of their employees/officers /staff /personnel/representatives /agents shall not, under any circumstances, be deemed to have any employer-employee relationship with BBB or the PSBs/FIs or any of their employees / officers / staff / representatives/ personnel / agents.

Vicarious Liability

6.30. The selected Institution/agency/firm and its third party/parties shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Institution/agency/firm and its third party/parties; and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in BBB or the PSBs/FIs shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Institution/agency/firm and its third party/ parties, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Institution/agency/firm and its third party/parties shall be paid by the selected Institution/agency/firm and its third party/parties alone and BBB and/or PSBs/FIs shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Institution/agency/firm 's and its third party's/ parties' employees, agents, contractors, subcontractors etc. The selected Institution/agency/firm and its third party/parties shall agree to hold the BBB and the PSBs/FIs, their employees, successors, assigns and administrators fully indemnified, and harmless against loss

or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to BBB and/or PSBs/FIs through the action of selected Institution/agency/firm 's/ third party's/ parties' employees, agents, contractors, subcontractors, etc.

Cancellation of Contract and Compensation

6.31. BBB and/ or PSBs/FIs would provide 30 days' notice to rectify any breach/unsatisfactory progress, if the selected Institution/agency/firm commits a breach of any of the terms and conditions of the RFP/contract. BBB and/ or PSBs/FIs reserve the right to cancel the contract of the selected Institution/agency/firm and recover expenditure incurred by BBB and/ or PSBs/FIs in any of the following circumstances:

- a. The selected Institution/agency/firm becomes insolvent or goes into liquidation voluntarily or otherwise.
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the proposal.
- c. The progress regarding execution of the contract, made by the selected Institution/agency/firm is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 5% of the total contract price; if the selected Institution/agency/firm fails to complete the due performance of the contract in accordance with the agreed terms and conditions; after the award of the contract, if the selected Institution/agency/firm does not perform satisfactorily or delays execution of the contract at any stage, BBB and/or PSBs/FIs reserves the right to get the balance contract executed by another party/parties of its choice by giving one month's notice for the same. In this event, the selected Institution/agency/firm is bound to make good the additional expenditure, which BBB and/or PSBs/FIs may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled. The BBB and/or PSBs/FIs reserves the right to recover any dues payable by the selected

Institution/agency/firm from any amount outstanding to the credit of the selected Institution/agency/firm, including the pending bills, if any under this RFP.

Dispute Resolution

6.32. If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed by BBB and/or PSBs/FIs. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Mumbai. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

Corrupt and Fraudulent Practices

6.33. It is expected that Institutions and its third party/parties observe the highest standard of ethics during the procurement and execution of the contracts.

6.34. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

6.35. “Fraudulent Practice” means misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of IBA/Bureau/PSBs/FIs and includes collusive practice among entities (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive BBB of the benefits of free and open competition.

6.36. BBB reserves the right to reject a proposal for award if it determines that the selected Institution/agency/firm and its third party/parties recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

6.37. BBB reserves the right to declare an entity ineligible, either indefinitely or for a stated period of time as per BBB's discretion, to be awarded a contract if at any time it determines that the entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Execution of Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), Indemnity and Certificate of Originality

6.38. The selected Institution/agency/firm will be required to execute:

- a. SLA, which must include all the services and terms and conditions of the services to be extended as may be prescribed or recommended by BBB and/ or PSBs/FIs. Payment terms will be part of SLA;
- b. Legally valid NDA
- c. Indemnity Bond and
- d. Certificate of Originality
- e. Furnish performance guarantee as per clause 2.9 of this RFP.

6.39. The selected Institution/agency/firm will be required to execute both the SLA and NDA within 15 days from the date of notification of the final selection of the Institution/agency/firm or completion of the required processes as outlined in the RFP, whichever is earlier. The selected Institution/agency/firm will be expected to enter into similar agreements with the selected third party/ parties to safeguard the interests of the BBB and/or PSBs/FIs along the same lines as above or to submit to the BBB sufficient documentary evidence to convince that this aspect has been adequately covered.

Standard Submissions

Annex-1 Letter of Proposal Submission

(On Institution's Letter-head)

To RFP Co-coordinator BBB

Dear Sir,

We, the undersigned, having read each and every content of the Request for Proposal document dated (To be indicated), offer our services to design, develop and deliver a **Directors Development programme Public Sector Banks in India** in conformity in its entirety with your Request for Proposal dated (To be indicated). We are hereby submitting our proposal, which includes documents for, the Technical Proposal(s) and also the Financial Proposal(s) for all components.

We hereby agree to comply with all the terms and conditions/ stipulations as contained in the RFP as also the related addendums and other documents including the changes made to the original RFP issued by BBB which form a valid and binding part of the aforesaid RFP document. BBB is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and BBB's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake the total responsibility for performance of the contract, if awarded to us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We confirm that we have not made any changes in the templates provided as part of the RFP process, except for filling in appropriate columns.

We understand that BBB is not bound to accept any proposal it receives. This proposal is valid for the period 180 days from the last date of submission of the proposal.

Yours faithfully,

Authorized Signatory:

Name and Title of Signatory:

Name & address of the institution:

NB: Authorization in form of Power of Attorney is required on a non-judicial Stamp Paper.

Annex-2 Authorization Certificate

(On Letter-head)

To,

The RFP Co-ordinator BBB,

< Name of staff> _____, <Designation>_____is
hereby authorized to sign relevant documents on behalf of our organisation in
dealing with proposal of reference <Reference No. & Date>_____.

< Name of staff> is also authorized to attend meetings and submit technical &
financial information as may be required by you in the course of processing the
above said proposal.

The specimen signature is attested below:

Specimen signature of the Representative

Thanking you,

Authorized Signatory

< Name>

Seal

Annex-3 Company/Firm/Institution Details

1	Company / Firm / Institution Information	Details	
1.1	Name		
1.2	Details		
	Address		
	Phone number		
	Email		
	Fax		
	Website		
1.3	Contact Person:	Dean/ CEO	
	Name		
	Designation		
	Mobile Number		
	Email		
	Fax		
1.4	Contact Person: Project Leader/Programme Director		
	Name		
	Designation		
	Mobile Number		
	Email		
	Fax		

Annex-4 Information regarding Conflicting Activities and Wrong Declaration thereof

Are there any activities carried out by you or proposed third party/parties mentioned in your proposal, which bear the risk of conflict of interest? If yes, please furnish details of any such activities. If no, please certify as under:

We hereby declare that our institution/agency/firm or proposed third party/parties are not indulged in any such activities which bear the risk of conflict of interest. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by BBB and/or PSBs/FIs without any compensation, a decision which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of

Signatory: Name of

Institution/agency

/firm :

Address:

Annex 5: Details which demonstrate the ability to commit adequate resources for running the programme.

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Details which demonstrate the ability to commit adequate resources for running the programme end to end, year on year (Submission in not more than 4 pages, Font-Cambria, size 12)

Profile and experience of each member who will be deployed.

A. Team Composition and Task Assignment/ Jobs

Project team

SR	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed
1					
2					

Support Staff

S. No	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed
1					
2					

Faculty (In-house/guest/external)

S. No	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed
1					
2					

Annex 6: Format of Curriculum Vitae (CV) for individuals listed above.

- Proposed Position [i.e., team leader, support staff, in-house/guest/external faculty]
- Name of Personnel [*Insert full name*]:
- Date of Birth: _____ Nationality: _____
- Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
- Membership of Professional Associations:

6. Other Training [*Indicate any significant training since degrees were obtained*]:
7. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):
dates of employment, name of employing organization, positions held.*]:
From [Year]: To [Year]:
- Employer: _____
- Positions held: _____
9. Please mention any dissertations/ research work that got published in academic/ research journals of international repute.
10. Any other relevant credentials

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Annex 7: Details regarding the quality of lodging and boarding facilities.

(Submission in not more than 4 pages, Font-Cambria, size 12, including visual elements; A virtual visual tour of the facilities could also be provided in a pen drive)

Certification:

I/We, the undersigned, certify that to the best of my/ our knowledge and belief, the information/ details presented above are true and correct and binding on me/ us for the purpose of this RFP. I/ We understand that any willful misstatement described herein may lead to my/ our disqualification or dismissal, if engaged.

Signature of authorized representative of the Institute]

Date:

Full name of authorized representative: _____

Annex 8: Details regarding the proposed faculty and distinguished professionals, quality of Training Facilities and design development of e-learning modules, hosting on Learning Management platform with pop quiz, gamification etc.

(Submission in not more than 4 pages, Font-Cambria, size 12)

Certification:

I/We, the undersigned, certify that to the best of my/ our knowledge and belief, the information/ details presented above are true and correct and binding on me/ us for the purpose of this RFP. I/ We understand that any willful misstatement described herein may lead to my/ our disqualification or dismissal, if engaged.

Signature of authorized representative of the Institute]

Date:

Full name of authorized representative: _____

Annex 9: Details regarding the experience of working with external faculty/ third Parties to deliver a programme.

(Submission in not more than 4 pages, Font-Cambria, size 12)

Certification:

I/We, the undersigned, certify that to the best of my/ our knowledge and belief, the information/ details presented above are true and correct and binding on me/ us for the purpose of this RFP. I/ We understand that any willful misstatement described

herein may lead to my/ our disqualification or dismissal, if engaged.

Signature of authorized representative of the Institute]

Date:

Full name of authorized representative: _____

Annex 10: Details regarding demonstrated ability to launch a programme.

Certification:

I/We, the undersigned, certify that to the best of my/ our knowledge and belief, the information/ details presented above are true and correct and binding on me/ us for the purpose of this RFP. I/ We understand that any willful misstatement described herein may lead to my/ our disqualification or dismissal, if engaged.

Signature of authorized representative of the Institute]

Date:

Full name of authorized representative: _____

Annex 11: Experience in India and across the globe in designing and/or executing the components.

(Submission in not more than 3 pages, Font-Cambria, size 12)

Certification:

I/We, the undersigned, certify that to the best of my/ our knowledge and belief, the information/ details presented above are true and correct and binding on me/ us for the purpose of this RFP. I/ We understand that any willful misstatement described herein may lead to my/ our disqualification or dismissal, if engaged.

Signature of authorized representative of the Institute]

Date:

Full name of authorized representative: _____

Annex 12: Detailed methodology for the component, with mapping of activities, milestones, deliverables, team deployment and the proposed process for feedback and monitoring.

(Submission in not more than 4 pages, Font-Cambria, size 12)

Certification:

I/We, the undersigned, certify that to the best of my/ our knowledge and belief, the information/ details presented above are true and correct and binding on me/ us for the purpose of this RFP. I/ We understand that any willful misstatement described herein may lead to my/ our disqualification or dismissal, if engaged.

Signature of authorized representative of the Institute]

Date:

Full name of authorized representative: _____