

Ref: **GEM/2025/B/7045095**

Date: **26/12/2025**

**Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600 014.**

**Request for Proposal (RFP)
for Appointment of Consultant for Learning & Development Revamp**

RFP Reference No	GEM/2025/B/7045095
Date of issue of RFP	26.12.2025
Last Date of request for Queries / Clarifications	03.01.2026 at 12.00 pm
Date of Pre-Bid Meeting (Online)	05.01.2026 till 5.00 pm
Last Date for receipt of Bidding documents as per RFP	27.01.2026 at 03.00 pm
Date and time of opening Technical bid	27.01.2026 at 03.30 pm

Issued by:

**Indian Bank, Corporate Office,
HR Transformation Cell, CO:HRM
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600 014.**

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SCHEDULE [A]

Important Dates and Information on RFP Submission

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	26 th December, 2025
2	Last Date of request for Queries/ Clarifications from prospective bidders. (Last Date of Receiving request for queries/ clarifications before the Pre-bid Meeting)	03 rd January 2026 Upto 12.00 PM Format for Pre-Bid Query is enclosed as Annexure-XI
3	Pre-bid Meeting Date and Venue Details	5:00 P.M on 5 th January 2026 through virtual/physical mode. Bidders willing to participate in pre-bid meeting need to submit their details at pride@indianbank.bank.in on or before 3 rd January 2026. Details of virtual/ physical meeting would be communicated to interested bidders separately.
4	Last Date of Submission/Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	3:00 P.M on 27 th January 2026 For Offline submission of documents listed in Sl. No.11 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Indian Bank, Corporate Office, HRM Dept, 2 nd Floor, 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014.
5	Eligibility cum Technical Bid Opening Date	3:30 PM on 27 th January 2026
6	Date, time and venue of presentation by the eligible bidders	Shall be intimated separately by the Bank through email.
7	Date of Opening of Online Commercial Bid	The commercial bids of those Bidders will be opened who qualify in both eligibility and technical evaluation. The date for opening of commercial bid would be communicated separately to the technically eligible Bidders.
8	Cost of RFP	NIL
9	Earnest Money Deposit (EMD)	Bid Security (EMD) for Rs.60,00,000/- (Rupees Sixty Lacs only) to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalized/ scheduled commercial Bank located in India (other than Indian Bank) in favor of “Indian Bank” payable at Chennai.

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		<p>BG should be valid for 06 months from the last date for submission of the Bid. Bidder shall be responsible to get the same extended for a further period of Six (6) months (or) Fund transfer to be made in the account as detailed below for submission of the Bid (in the format provided at annexure XV (or) Fund transfer to be made in the account as detailed below:</p> <p>Account No: 743848138 Account Name: Indian Bank, H.O. Technology Management Department – II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD/ Online for e-transfer)</p>
10	Online Bid Submission Details	This RFP will follow e-Procurement (e- Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal.
11	Documents to be submitted physically by Bidders (Offline Mode)	<p>Bid Security (EMD) for Rs.60,00,000/- (Rupees Sixty Lacs only) to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalized/ scheduled commercial Bank located in India (other than Indian Bank) in favour of “Indian Bank” payable at Chennai.</p> <p>BG should be valid for 06 months from the last date for submission of the Bid. Bidder shall be responsible to get the same extended for a further period of Six (6) months (or) Fund transfer to be made in the account as detailed below for submission of the Bid (in the format provided at annexure XV (or) Fund transfer to be made in the account as detailed below:</p> <p>Account No: 743848138 Account Name: Indian Bank, H.O. Technology Management Department – II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD/ Online for e-transfer)</p> <p>2. Pre-Contract Integrity Pact (on Non-Judicial Stamp Paper)</p>
12	RFP Coordinator	1. Name: Mrs. Kanaka S. (Deputy General Manager)

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2. Name: Mr. Anuj Srivastava
(Assistant General Manager)

Indian Bank, Corporate Office,
2nd Floor, 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600 014.
Contact No: 044-28134405
Email: pride@indianbank.bank.in

The RFP document can also be downloaded from:

**Bank's website: <https://indianbank.bank.in>
and
Government e- Market Place (GeM) portal**

In addition to above, a paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website and GeM portal only.

- I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
- II. Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in online mode only through Government e- Market Place (GeM) portal along with physical submission of certain documents at designated office as mentioned in Point No. 10 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and will be called for opening of commercial bids.
 1. Bidders should enroll/ register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.
 2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.

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- III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

General Manager –HRM/HRD/HR Strategy
Indian Bank, Corporate Office,
254 – 260 Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

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SCHEDULE [B]

Glossary of terms

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to “Indian Bank (IB)” including its Branches, Administrative offices, processing centers/ HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).
2. Recipient, Respondent, Consultant, Consultancy firms, Bidder, Applicant means the respondent to the RFP document.
3. RFP means the “Request for Proposal” document.
4. Proposal, Bid means “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Indian Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Purchaser respectively.
7. The term “Bid” & “Quote/ Quotation” bears the same meaning in this RFP.
8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
9. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

S. No.	Terms used in the RFP	Terms and abbreviations
1	IB	Indian Bank
2	RBI	Reserve Bank of India
3	HTC	HR Transformation Cell
4	CASA	Current Account Savings Account
5	NPA	Non-Performing Asset
6	EMD	Earnest Money Deposit
7	HRMS	Human Resource Management System

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8	KRA	Key Responsibility Area
9	PMS	Performance Management System
10	LMS	Learning Management System

Confidentiality:

*This document is meant for the specific use by the Bidders/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s shall undertake that they shall hold the information received by them under the contract “in trust” and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose of the contract as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on “need to know” basis only and to ensure confidentiality of such information disclosed to them.** The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.*

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SCHEDULE [C]

DISCLAIMER

The information in this Request for Proposal (“RFP”) document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement, offer or an invitation by Indian Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Indian Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank’s website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency, capability, expertise of them to participate in this RFP and to provide all the services and deliverables under the RFP to the Bank.

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

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with the applicant and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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SCHEDULE [D]

GENERAL INFORMATION

Indian Bank (hereinafter called the “bank”) is floating a RFP for comprehensive revamp of its Learning & Development System, including training infrastructure, curriculum, delivery channels, faculty development, feedback mechanisms, technology adoption, effectiveness evaluation, and design support for additional L&D tools.

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the Consulting Companies.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required (if any) to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document.

The RFP document can be downloaded from the Bank’s website www.indianbank.bank.in.

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SCHEDULE [E] **Overview of Indian Bank:**

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14.02.2021. In the last 117 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

Amalgamation of Allahabad Bank into Indian Bank was effective from April 1, 2020. Post amalgamation, the merged entity enjoys the benefits of larger balance sheet size, optimized capital utilization and wider geographic reach leading to deeper penetration. The Bank has access to larger talent pool, better products and opportunities to cross sell/upsell. It also leverages upon the increased operational & process efficiencies.

Organizational restructuring as follows has been carried out for increasing the efficiency and better management of the verticals and manpower:

- Risk and control functions strengthened with addition of new departments.
- 15 Field General Managers and 92 Zones to drive the business of branches having pan India presence.
- Large Corporate Branches (LCBs) and Mid Corporate Branches (MCBs) to cater to the needs of the Corporate and Mid Corporate borrowers.
- Processing centers viz., MSME & Agri processing Centers (MAPC), Retail Assets Processing Centers (RAPC), Customer Acquisition Processing Centers (CAPC), Document electronic verification and archival systems post sanction (DEVA) have been established for streamlining the process involved, improvement in quality of processing and compliance and reducing TAT significantly.
- Compliance culture improved with minimum manual intervention to reduce operational, business and credit risks.

The Bank has three subsidiaries viz., IndBank Merchant Banking Services Ltd, IndBank Housing Ltd. Bank and Indbank Global Support Services Ltd. and also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

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Bank has two sponsored Regional Rural Banks viz. Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry). Saptagiri Grameen Bank, headquartered at Chittoor (Andhra Pradesh), has been amalgamated along with two other RRBs forming Andhra Pradesh Grameen Bank sponsored by Union Bank of India w.e.f. 01.05.2025.

Bank has been making profit continuously since 2002 and has been self-sustaining in terms of capital adequacy.

VISION:

“Delivering excellence in financial services through customer focus, employee engagement and sustainable growth”

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2025, Bank's total Global business reached Rs.13.25 Lakh Cr. consisting of Deposits at Rs.7.37 Lakh Cr and Advances at Rs.5.88 Lakh Cr.

As on 31st March 2025 Bank has Pan-India network with 25,837 touch points including 5901 Brick & Mortar branches including 3 DBUs, 1 IBU (Gift City), 5268 ATMs/BNAs, 14,667 Business Correspondents. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimization and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

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Technology Environment

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric login based on digital banking omni-channel platform.

As a part of enhancing customer experience, Bank has also launched an AI-Chatbot ADYA, that is currently available on Bank's website and Mobile Banking App as an additional interface for answering customer queries and lead generation. Bank has also implemented Digital Lending Platform (DLP). Recently, Bank has also launched mobile app MSME customers as well.

For further details, please visit Bank's website <https://indianbank.bank.in>

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SECTION – I **REQUEST FOR PROPOSAL (RFP)**

Introduction:

The Bank is interested in appointment of consultant for comprehensive revamp of its Learning & Development System, including training infrastructure, curriculum, delivery channels, faculty development, feedback mechanisms, technology adoption, effectiveness evaluation, and design support for additional L&D tools.

Business Objective:

The objective of appointing a consultant is to revamp the Bank's Learning & Development ecosystem end-to-end by modernizing infrastructure, upgrading curriculum, strengthening faculty capability, and enhancing delivery channels. The consultant will help design future-ready learning pathways, implement AI-enabled digital tools, and establish robust feedback and evaluation mechanisms. The engagement aims to build a scalable, technology-driven, and highly accessible L&D framework aligned with emerging skill needs and business priorities. It will also drive change management, peer learning, and innovation culture, ensuring seamless adoption across the organization. The outcomes will position the Bank with a sustainable, integrated, and performance-linked L&D system to develop a future-ready workforce.

Bidding Process

3.1 This RFP is an invitation for bidder responses only. No unsolicited offers shall be accepted. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the service provider. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the service provider.

3.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

3.3 All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

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Bank will follow two bidding system.

Part-I of the bid contains compliance details of the specifications for which Proposal is called for. The Bidders should enroll/ register before participating through GeM portal. Bids have to be submitted online only through e- procurement website. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP.

The Commercial Bid (Part-II) will be submitted online only through same site and intimation will be given by email to all eligible bidders about the date and time of opening of commercial bid. Interested eligible bidders may submit their Proposal for appointment of consultant for comprehensive revamp of its Learning & Development System, including training infrastructure, curriculum, delivery channels, faculty development, feedback mechanisms, technology adoption, effectiveness evaluation, and design support for additional L&D tools. (as specified in Part-I), as per the following procedure:

1. Bidders should enroll / register themselves on the Government e- Market Place (GeM) Portal. Bids have to be submitted online only at the above-mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.

2. **Part-I** contains eligibility criteria and compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.

Part-II contains Commercial bids which will be opened later. Intimation will be given to eligible bidders about the date and time of opening of commercial bids.

3. Part-I (as per Section-V - Technical & Functional Requirements) & Part-II (as per Section-V - commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the Proposals will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the service provider.

4. Bank has the right to accept or reject any Proposal/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid. All date and time mentioned in the RFP document are with reference to the "Indian Standard Time".

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5. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. DPIIT Order No. P-45021/2/2017 PP(BE-II) dated June 04, 2020, revision order no. P-45021/2/2017-PP (B.E.- II) dated 16th Sept 2020 and subsequent amendment No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024 & further amendment/s (if any).

6. Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. However, the bidder must be the Service provider of the offered Service to avail benefits of MSEs. The bidders are required to submit the relevant proof of MSE along with declaration for claiming MSE Benefits as per Annexure-VII.

7. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder” (including the term 'tenderer', 'consultant' 'vendor' or Request for Proposal (RFP) for Appointment of Consultant for Learning & Development Revamp

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'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or

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together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

8. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
- (iii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iv) All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this RFP shall obligate either Party to enter into any further Agreements.

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After technical evaluation, intimation will be given to all bidders about the date and time of opening of commercial bids.

Note: The tender cannot be split. Either the Bidder on behalf of the Principal or the Principal themselves can participate in the bid, but both cannot bid simultaneously for the same RFP.

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SECTION – II **INSTRUCTIONS TO BIDDERS**

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank in terms of this RFP. Failure to furnish all information required in the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank shall not be responsible for the same.

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/Video Conference/ Skype/ Web-ex on **05/01/2026–5:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email id on or before **03/01/2026– 12:00 PM**.

Email id : pride@indianbank.bank.in
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The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://indianbank.bank.in> and GeM portal and will be informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

- 1.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- 1.2 All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. The amendments if any, will be published in Bank website and in the GeM Portal and will form part of the Bidding document.

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- 1.3 Any bid submitted by a bidder under this RFP process cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

4. Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected.

Bidder shall NOT submit any information related to Commercials in the technical bid submission process or elsewhere except in Commercial Bid Submission form in e- procurement portal. Commercial bid submitted along with other documents in technical bid shall result in the disqualification of the Bid without prejudice to other rights and remedies available to the Bank as per the Terms & Conditions of the RFP.

5. Commercial Bid

1. The Bank will open commercial bids of bidders. Date and time will be intimated to bidders after evaluation of Part-I.
2. The calling for quote does not confer any right on a bidder for being awarded any purchase order.
3. Successful bidder will have to submit item-wise breakup of the total cost including base amount and tax component as per the commercial bid format (Part-II of the RFP)

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although

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certain information is provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (Annexure-XV) for a sum of Rs.60,00,000/- (Rupees Sixty Lacs only) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalized/ scheduled commercial Bank located in India (other than Indian Bank) in favour of “Indian Bank” payable at Chennai. BG should be valid for 06 months from the last date for submission of the Bid. Bank may seek extension of Bank Guarantee, if required. Bidder shall be responsible to get the same extended for a further period of Six (6) months. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

Bid security / EMD can also be deposited by electronic transfer as per the following details:

Account No.: 743848138

Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II

IFSC Code: IDIB000H003

Branch: Harbour, Chennai

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The format of Bid Security (Earnest Money Deposit) is furnished as Annexure -

XV The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;
- or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance security.

8. Cost of Bid Document: NIL

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9. Evaluation Criteria

9.1 Eligibility Criteria:

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

#	Criteria	Supporting Documents
1	The bidder should be an organization (Premier Institution/ consultant Firm/ company/ LLP/ trust / Society / association) registered or incorporated in India/ having local registered office in India. It should not be an Individual/ Proprietary Firm/ HUF. The organization should be in existence for 10 years and above in India as on date of issuance of RFP. The firm should be registered for GST.	Copy of the Certificate of Incorporation copies of memorandum and article of association, PAN Card, GST Registration.
2	The bidder should have minimum average annual turnover of Rs.200 crores during the last three financial years, ending 31st March of the mentioned financial year i.e. (FY 2022-23, FY 2023-24 & FY 2024-25). The Bidder should be profitable / increase in capital / corpus fund throughout during the above-mentioned period and should be having positive net worth.	Audited financial statements, Balance sheet & P&L statement / Statutory Auditor's certificate
3	The business of the bidder should include providing learning & development transformation/ training modernization/ training revamp services to public/ private sector financial institutions.	Copy of Memorandum and Article of Association.
4	The Bidder should have successfully completed at least two large-scale projects within the last 5 years, falling into one or more of the following categories: (i) HR related transformation programs (within the last 5 years) with Public Sector Banks/Private	Credential letter/mail confirmation from the client or Copy of Purchase Order/ SLA along with other supporting documents up to the date of RFP.

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	<p>Sector Banks/Financial Institutions with pan -India presence (with minimum staff strength of 20000 employees) in India</p> <p>(ii) Learning & development/ coaching/ mentoring/ curriculum design/ training need analysis/ training center revamp implementation or design, management training projects, Digital AI based L&D tools with Public Sector Banks/Private Sector Banks/ Financial Institutions (with minimum staff strength of 20000 employees) in India</p>	
5	The bidder should not have been blacklisted as on the date of submission of RFP by any State / Central Govt / Semi Government Departments/ Regulatory bodies in India including entities such as Financial Institutions / Banks / PSUs.	Certification on bidder's letterhead duly signed and stamped by authorized signatory
6	The Bidder should not have been declared Non-Performing Asset (NPA) or defaulter in repayment of instalments by any BFSI organization as on date of submission of the tender, otherwise the bid will not be considered.	Certification on bidder's letterhead duly signed and stamped by authorized signatory
7	The Bidder should neither have failed to perform any agreement during the last 3 years, as evidenced by imposition of a penalty by an arbitrage or judicial pronouncement against the Bidder or its Affiliates/Group Companies/member firms in India, nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms in India	Certification on bidder's letterhead duly signed and stamped by authorized signatory

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8	The Bidder's Bank should not be owned or controlled by any Director or Employee (or Relatives) of any of the banks involved in merger, both present and those who have retired in the last one year.	Certification on bidder's letterhead duly signed and stamped by authorized signatory
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9.2 General Evaluation Criteria

- The bidder must fully comply with the eligibility criteria as per Annexure -X, all mandatory specifications, Functional and Technical Specifications along with other mandatory points as outlined in this RFP.
- All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.
- The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents.
- During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / email/GeM notification, seeking clarification/ explanation.
- Bidder shall submit all the documents/references required as a prerequisite for qualification, eligibility for valuation and scoring.
- The status of eligibility shall be informed to the bidders individually.
- Inviting bidders for technical presentation or seeking information during technical evaluation shall not be construed that the bidder has qualified in the open tender.
- Technical evaluation will carry a weightage of 80%, and commercial evaluation will carry a weightage of 20%. The combined weightage will determine the successful bidder.**
- There will be 70 marks as qualifying marks out of total 100 marks of technical evaluation. Only respondents meeting a minimum score of 70 marks in Technical evaluation will be considered qualified under Stage 1 and will proceed to commercial evaluation.**
- Combined marks of Technical Evaluation and Commercial Evaluation as per respective weightage allotted, will decide L1 bidder based on Quality and Cost Based Selection(QCBS).
- In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

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- m) The bidder must fully comply with the eligibility criteria, all mandatory specifications, Functional and Technical Specifications along with other mandatory points as outlined in this RFP.
- n) Compliance with each requirement must be clearly indicated and submitted. Failure to comply with any one or more Eligibility, Mandatory criteria will result in disqualification of the bidder.

9.3 Technical Evaluation

Bidders' shortlisted for Technical Evaluation shall be evaluated against a total consolidated score of 100. **There will be 70 marks as qualifying marks out of total 100 marks of Technical Evaluation under Stage 1.** The evaluation shall be based on the following parameter:

Evaluation Criteria

Bidder's experience (Max Score-100)

Technical evaluation criteria:

Sl. No	Technical Evaluation Criteria	Details	Credentials/ Documents	Max Marks
1	Bidder's Experience	Experience of having completed dedicated HR-related transformation programs (completion date within the last 5 years) with Indian Public Sector Banks/Private Sector Banks/Financial Institutions with pan-India presence (minimum staff strength 20,000 employees) in India: <ul style="list-style-type: none"> • Minimum duration – 12 months • Minimum amount – 5 Crore • Ongoing assignments/projects to be considered provided a minimum of 6 months has been completed • HR interventions made as a part of larger transformation / merger / amalgamation / business build / digitization projects, etc not to be considered. Only dedicated assignments/ projects on HR Transformation to be considered • Multiple assignments with the same bank will be counted separately. 	Copy of PO/SLA with work completion certificate / satisfactory performance certificate issued by the organization	20
2		Experience of Conceptualizing, designing, developing, implementation and maintaining HR related tools (minimum 5 HR tools in each project) in dedicated HR projects like HR Transformation / HR innovation/ HR	Copy of PO/SLA with work completion certificate / satisfactory	20

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		<p>revamp / curriculum design / HR Training need analysis / HR Training center revamp (completed within the last 5 years) with Indian Public Sector Banks/Private Sector Banks/Financial Institutions with pan-India presence (with minimum staff strength of 20000 employees) in India:</p> <ul style="list-style-type: none"> • Minimum duration – 12 months • Minimum amount – 5 Crore • Ongoing assignments/projects to be considered provided a minimum of 6 months has been completed • HR interventions made as a part of larger transformation / merger / amalgamation / business build / digitization projects, etc not to be considered. • Only dedicated assignments/ projects on HR Transformation to be considered • Multiple assignments with the same bank will be counted separately 	<p>performance certificate issued by the organization should clearly mention the tools as part of the scope of work</p>	
3	Live Demonstration	<p>Live demonstration of the digital tools as mentioned in the scope of work, from among work submitted in Serial number 2 of the Technical Bid Evaluation.</p> <p>This live demo should use the live environment of the banks from (among list submitted in Serial number 2) to showcase the demo.</p> <p>The validity will be checked through a reference call / visit to the banks where the tool was developed and showcased by the bidder.</p>	Live Demo delivered by the bidder	25
4	Case Study	<ul style="list-style-type: none"> • Case Study to be presented for work done in India over the last 5 years from SI number 2 • Minimum duration – 12 months 	Case Study presentation and reference visit to be arranged	15
5	Technical Presentation	Proposed methodology and approach	Technical presentation delivered by the bidder	20

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Note:

1. After opening technical bids, commercial bid will be opened (bids submitted online) to identify the successful bidder.
2. The highest technical bidder may not automatically qualify for becoming successful bidder and for award of contract by the bank.
3. The first ranked Bidder (having the highest combined score) shall be the Successful Bidder. The final decision on the successful bidder will be taken by the bank.
4. The implementation of the project will commence upon acceptance of purchase order by the successful bidder.
5. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.
6. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than 0.005, then the same shall be scaled up else, it shall be scaled down to arrive at two decimal points.
7. The scores of the bidders based on technical evaluation will not be shared / communicated to the bidders.
8. Bank reserves the right to recalibrate technical & functional marks awarded on the basis of the capability measured by the evaluation team during the presentation as well as feedback of references.

9.4 Commercial Evaluation

The commercial bids have to be submitted online along with other bid documents as per commercial bid format (Part-II of RFP). Commercial Bid will be opened after Technical Evaluation of the bids submitted by the bidders. Bank will open commercial bids submitted by bidders online, for only the technically qualified Bidders **The price quoted should be inclusive of all charges and taxes**. The unit price for each line item should be comparable to prevailing market rates.

9.5 Evaluation Process:

This will be a TECHNO COMMERCIAL EVALUATION and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

The Score will be calculated for all eligible and technically qualified Bidder based on the following formula:

$$S = (T/T_High \times 80) + (C_Low/C \times 20)$$

Where:

S= Score of the Bidder

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T=Technical score of the Bidder

T_High= Highest Technical score among the Bidders

C= Quote as provided by the Bidder (please refer to Commercial Bid Format)

C_Low= Lowest Quote of C among the Bidders

The Bidder securing the highest score becomes the successful Bidder
For example – There are three Bidders X, Y and Z.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (X) in Technical evaluation as 100. Technical score for other Bidders (Y, Z, etc.) will be computed using the formula Marks of other Bidders (Y, Z, etc.) / Marks of highest scorer (X)*80.

Similarly, Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say Z) as 100 as per Technical Bid Format.

Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder *20.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Bid and 20% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score.

The successful Bidder will be the one who has highest Combined Score.

S. No	Bidder	Technical Evaluation Mark (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (Out of 100)
1.	X	95	75	$95/95 \times 80 = 80.00$	$55/75 \times 20 = 14.67$	$80.00 + 14.67 = 94.67$
2.	Y	90	65	$90/95 \times 80 = 75.79$	$55/65 \times 20 = 16.92$	$75.79 + 16.92 = 92.71$
3.	Z	85	55	$85/95 \times 80 = 71.58$	$55/55 \times 20 = 20.00$	$71.58 + 20.00 = 91.58$

In the above example, Bidder X with highest score becomes the successful Bidder.

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On combined score if there is a tie, the Bidder with the higher Technical score will be awarded the assignment and 4 decimal points shall be considered for calculation of combined score.

The Respondent will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid Evaluation criteria and the presentation made to the Bank's technical evaluation committee.

RESPONDENTS SCORING A MINIMUM OF 70 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.

The Bank's decision is FINAL in this regard.

The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Bank as per SLA.

During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The process will be valid and Bank reserves the right for selection of bidder, even when only one bid is submitted, subject to meeting of eligibility criteria and other conditions laid down in the RFP.

9.6 Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- b) If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- c) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- d) If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.

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- e) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- f) If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited.

10. Proposal Process Management

Bank reserves the right to-

- (a) accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process.
- (b) reject the bids not submitted in the prescribed format or incomplete in any manner or not containing sufficient information, in the view of the Bank.
- (c) verify the validity of bid information and reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of evaluation.
- (d) revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.
- (e) alter the requirements, in part or whole, during the RFP process, and without re- issuing the RFP.
- (f) modify or relax the eligibility criteria at any time and reserves the right to accept any bid, or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

The evaluation procedures to be adopted for the bid will be the sole discretion of the Bank and the Bank is not liable to disclose either the criteria or the evaluation report / reasoning to the bidder(s).

Bidder/s shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

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11. Liabilities of the Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. The calling for quote does not confer any right on the bidder for being awarded any work order.

No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

12. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter- alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

13. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- (a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- (c) No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

14. Integrity Pact

Bidders, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering this pact would be the preliminary qualification. Format of IP (to be executed on a plain bond paper) is attached as Annexure V for strict compliance.

The Following Independent External monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

1. Shri. Arun Kumar Sharma
E-mail: sharmaak6@gmail.com
2. Shri. M J Joseph
E-mail: mohan.joseph@gmail.com

SECTION – III

Broad Scope of Work for Appointment of Consultant for Learning & Development Revamp

1. Introduction / Background

Recognizing the dynamic landscape shaped by rapid technological advancements and changing skill demands, the Bank aims to foster an inclusive and innovative work environment. To achieve this, the Bank is undertaking a strategic initiative focused on transforming its human resources and modernization of its learning & development ecosystems and infrastructure to meet current dynamic environment. The project will comprehensively revamp the Bank's training infrastructure, expand access to training across regions, and modernize curriculum and delivery methods to align workforce skills with future business needs. The selected consultant will work collaboratively with Bank stakeholders, ensuring seamless integration of innovative solutions to foster an advanced, agile, and resilient organizational culture.

The consultant must adhere to all relevant Bank policies and any applicable regulatory guidelines related to employee development and data protection. The bidder shall ensure detailed planning of all aspects of the Learning & Development transformation, timely execution of agreed plans, and robust program management including stakeholder engagement and change management. The bidder shall also ensure that the revamped Learning & Development solutions are sustainable, with proper transition and handover to the Bank's teams for long-term maintenance.

2. Scope of work by the Consultant:

Bank intends to appoint a consultant for revamp of its Learning & Development System covering training establishments, curriculum & contents, delivery channels, faculty selection and development, enhanced training feedback system, adoption of technologies for enhanced learning and retention experience, evaluation of training effectiveness to build a future-ready workforce. Sufficient handholding may be given to HR Transformation team of the bank to develop any new L&D tool, if required mentioned in Module – III, IV and V (which are not in scope of deliverable tools) where the consultant may help develop the new tool within the overall scope of work in the project. Key initiatives under this component include the selected consultant to undertake the following:

Module I. Infrastructure Expansion and Modernization

- **Current State Assessment:**

- Conduct a comprehensive review of the existing Learning & Development infrastructure, including of physical training facilities viz. location of existing training establishments, status of premises including classrooms, and accommodation facilities.

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- Assessment of digital infrastructure shall cover Bank's Learning Management Systems, all associated L&D platforms and involved learning technologies.
- Identify strengths, weaknesses, and gaps in the current setup in terms of supporting modern learning needs as per the market survey.
- For gap analysis of infrastructure in these buildings' norms like green building and energy efficiency should be considered.
- **Training Center Network Expansion:**
 - Develop a plan to establish new training centers / relocate existing establishments to alternate/additional locations, expansion of training centers at existing locations.
 - This includes identifying strategic locations, standardized interior designs, building plans, required approvals, estimates etc., defining infrastructure and IT Infrastructure requirements for newly proposed or relocating centers.
 - Defining necessary trainer / faculty composition; integrating the relocated/new centers into the Bank's overall L&D framework to ensure consistent training quality and accessibility across regions.
- **Infrastructure Modernization Strategy:**
 - Develop a detailed strategy and roadmap for upgrading the existing training establishments' infrastructure based on the gap analysis.
 - Consultant to design infrastructure/classroom basis factors like average utilization, monetization scope, geography of location etc.
 - The consultant should provide with submission ready design document (as per municipal/approval bodies) for physical infrastructure development.
 - This should include detailed plan for improving physical facilities *inter alia* modernizing classrooms/Conference Halls with standardized ambience, smart technologies, creating collaborative learning spaces and enhancing digital infrastructure to meet future requirements and standardizing the classroom experience.
 - Consultant shall prepare a comprehensive SOP for elaborating the standardization of physical learning infrastructure based on benchmarking in peer banks.

Module II. Curriculum and Content Development

- **Curriculum Review and Requirement Analysis:**
 - Review all existing training programs, course materials, and learning paths offered by the Bank with other peer banks.
 - Conduct a curriculum overhaul analysis (through stakeholder interviews, surveys, competency framework review, and performance data analysis) to identify gaps in the current curriculum in line with the bank's Vision and Mission.

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- Benchmarking of course content of core business topics like CASA, retail etc. may be carried out with peer banks STC, Leading Ed-tech, Premier Training institute.
- **Curriculum Modernization:**
 - Develop a refreshed and comprehensive Learning & Development curriculum that addresses gap analysis and enhancements given by the consultant.
 - Provide high-level designs or outlines for programs on key topics (technical skills, soft skills, sales & marketing skills, leadership development, compliance, etc.), ensuring recommended contents are up-to-date, relevant, and aligned with industry's best practices.
 - Incorporate modern learning design elements (e.g., micro-learning modules, case studies, role plays, interactive simulations and gamification) into the program outlines to enhance engagement and knowledge retention.
- **Learning Pathways:**
 - Define clear learning pathways or certification tracks for employees across different job families, grades and skill levels.
 - Cross Skill Learning pathways for various levels (Advanced, Intermediate, Beginner etc.) for each skill to be developed.
 - Outline progression routes (from foundational to advanced) for critical skill areas, providing employees with a structured development journey and recognition at each stage of skill acquisition.
 - To create these learning pathways a clear strategy should be defined to enhance the existing upskilling model, transforming into a comprehensive model for all kinds of learning suggestions.
- **Content Development Support:**
 - Support should be provided by the selected bidder for the development of new or revised learning content and materials.
 - Provide templates, guidelines, and quality standards for content creation.
 - Work with internal content developers or subject matter experts to provide pilot versions of minimum three training modules for each of the nine identified themes of excellence as per Bank's extant L&D Policy
 - Consultant should provide the internal content development team with clear SOP and guidance to utilize latest content development technologies like generative AI.

Module III. Selection and Development of Faculty / Trainer

- **Faculty/Trainer Need Assessment:**
 - Develop and implement a structured framework for assessing and selecting internal faculty members and on-boarding external trainers.

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- The framework shall cover clear criteria such as essential qualifications, teaching experience, subject matter expertise, performance in previous roles and familiarity with modern training methodologies, thereby suggesting guidelines on how internal trainers should be selected, trained, and continuously developed.
- Norms for external trainers could also be suggested on similar lines. The focus should be on potential upskilling requirements of internal faculty members or scenarios where external specialist trainers may be necessary.
- The faculty selection/assessment framework should be designed in a way to create a digital decision support tool which will help to identify and optimize allocation of faculty at required training centers.
- **Train-the-Trainer Program:**
 - Design and conduct a Train-the-Trainer initiative to build internal faculty's capacity.
 - This should include workshops and coaching sessions to train the trainers on modern instructional techniques, facilitation and presentation skills, effective use of new technologies and platforms, methods for evaluating training effectiveness and capability to curate /improve training programs based on feedback.
 - The consultant will arrange for core training sessions with the internal trainers after which they will support, monitor and evaluate every internal trainer for their first three sessions as they begin delivering updated content or utilizing new delivery modes, providing a clear plan and feedback for sustained improvement.

Module IV. Training Delivery Channels

- **Benchmarking and Evaluation of Current Delivery Channels:**
 - Conduct a benchmarking exercise to assess the effectiveness, cost-efficiency, and reach of the Bank's current training delivery channels (e.g., Instructor led physical training, Virtual instructor led training, self-paced e-learning etc.).
 - The benchmarking should include comparisons with the best practices in industry and peer institutions to clearly identify the strengths, gaps, and opportunities for enhancement in the current delivery approaches.
 - Key limitations such as flexibility for remote employees, learner engagement in self-paced e-learning modules, attendance in physical trainings or availability of hands-on learning opportunities should be explicitly highlighted.
 - Usage patterns and key bottle necks in adoption of existing L&D platforms should also make their space in the gap analysis of training delivery channels.

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- **Multi-Channel Delivery Strategy:**

- Develop a strategy to expand and diversify learning delivery channels. Outline how various modes - Instructor led physical training, virtual instructor-led training (VILT), self-paced e-learning modules, blended learning programs, on-the-job training, coaching/mentoring, and informal learning - can be integrated into a cohesive Learning & Development model.
- Recommend and suggest the optimal mix of channels for at least three different types of training (e.g., technical / domain specific training vs. leadership development) to maximize usability and impact.
- The consultant should design a digital framework to have a continuous review on the usage patterns of these delivery channels so that future expansion and mix of these delivery channels can be formulated.

- **E-Learning and Virtual Learning Expansion:**

- Develop a plan to introduce or enhance e-learning offerings to allow self-paced, flexible learning.
- This includes assessment & benchmarking of existing self-paced e-learning contents, suggest areas of improvement towards developing interactive online courses and video-based lessons that can be accessed through the web and mobile platforms.
- It shall also cover conducting suitable training for Bank's L&D content development team for developing latest learning experience.
- Strategize to utilize our existing Rewards and Recognition platform for inclusion engaging digital content like quizzes, gamification, and interactive media to keep learners involved in virtual training sessions.
- The consultant should bring advanced platforms such as simulation tools and AR/VR-based solutions, which can be evaluated for imparting next-generation physical training to our employees.
- Consultant should set up a AR/VR classroom with 5 simulation based content.

- **Blended Learning Program Design:**

- Create blended learning frameworks that combine multiple delivery methods for a unified learning experience.
- For key training programs, design a blended learning framework (for example, an e-learning pre-course, followed by an instructor-led workshop, and supplemented by post-training coaching and on-the job assignments), with detailed implementation guidelines for these blended programs and train the Learning & Development team on how to coordinate and facilitate blended learning effectively.

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- **Training nomination process:**

- Redefine the nomination process of trainees to training programs utilizing various delivery channels and segments of Internal, External and Self-learning, to fix the gap analysis.
- The consultant should utilize the existing upskilling platform including PMS platform and other HRMS and L&D platforms in the bank, to create a recommendation-based nomination engine.

Module V. Enhanced Training Feedback Mechanism

- Define key performance indicators (KPIs) and feedback mechanisms to evaluate the effectiveness of each training delivery channel. For example, track training enrollment and completion rates, learner satisfaction scores, assessment results, and on-the-job performance improvements after training.
- Set up processes to regularly collect feedback from participants and stakeholders (through surveys, interviews, and performance data) and bank will use data to fine-tune the Learning & Development programs.
- The consultant will design dashboards and reports for monitoring these metrics on an ongoing basis and assist HR Transformation Cell in their development and implementation.

Module VI. Adoption of Technologies for Enhanced Learning:

- **Learning Technology Upgrades:** Recommend and assist in implementation of modern learning technologies compatible with bank's extant Learning Management System (LMS) from time to time, for content delivery, learner tracking, and analytics; in-platform virtual classroom capabilities for remote training, mobile learning applications or social learning platforms. The new platform should be independent of architecture and technology of the underlying Learning Management System (LMS) of the bank.
- Artificial Reality (AR) / Virtual Reality (VR) capabilities to facilitate on demand, experiential and peer-to-peer learning.
- Recommend and assist in implementation of a unified mobile and web enabled experience for accessing learning resources, HR services, and career dashboards, providing a single point of access and consistent user experience across devices with round-the clock availability.
- Provide AI-based personalized content to improve adoption, learning nudges, and performance-linked development paths to tailor learning experiences to individual employee needs and performance objectives. The consultant should also provide the framework to develop such content in future.
- **Digital Content Platforms:** Provision should be there to keep the existing digital content/digital library in accessible manner.

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- **Accessibility Features:** Ensure all suggested technology upgrades should adhere to user-friendly accessibility standards in platform design and training content, facilitating seamless interoperability with Bank's other systems and also comply with extant global accessibility guidelines for employees with disabilities and limited abilities.
- **Systems Integration:** Consultant should monitor implementation for changes / enhancement in Learning & Development platform to integrate seamlessly with Bank's existing systems (e.g., HRMS, LMS, PMS for linking learning outcomes to performance) in close co-ordination with HR transformation cell. Define integration requirements and support the integration process by following up with all stakeholders to complete operationalization of the revamped L&D system.

Module VII. Evaluation of Training Effectiveness:

- **Quality Assurance in Delivery:**
 - Develop & implement quality assurance framework checklists for physical infrastructure, curriculum, systems, faculty and training delivery on an ongoing basis.
 - Develop digital framework for evaluation tools (e.g., feedback questionnaires, knowledge assessments, observation checklists etc.) to gather feedback from participants and measure the effectiveness of each training program and the training establishment delivering the training.
 - During the period of engagement, the consultant should use these frameworks in sessions of the new curriculum and refine the content or delivery approach based on feedback and observed outcomes.
 - Observed outcome should be utilized for continuous improvement of Content, Infrastructure and trainers.
 - This bounded approach will demonstrate the feedback loop process and provide a framework for ongoing quality improvement post-project.
- **Measurement of impact of training:** Develop & implement framework for a scalable, drill-down dashboard for measurement and analysis of impact of training.

Module VIII. Peer-to-Peer Learning and Mentoring Framework

- Consultant will roll out a peer-to-peer learning initiative through mentoring circles, knowledge-sharing forums, and digital collaboration platforms, fostering a culture of continuous learning and cross-functional knowledge exchange.
- Identify internal subject matter experts to serve as learning facilitators or "Knowledge Champions", leveraging their expertise to guide peers and champion knowledge-sharing initiatives.

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- Utilize the existing Rewards and Recognition platforms to encourage active peer-led knowledge exchange across regions and functions, instituting formal reward structures to recognize contributions and sustain engagement.

Module IX. Innovation in L&D

- Establish a structured L&D innovation environment for development and testing of new L&D tools and ideas, incorporating formal processes for idea generation, prototyping, and iterative refinement of solutions.
- To co-create and test new L&D tools and ideas with bank's L&D team with employee involvement before full-scale rollout. It will be helpful to conduct periodic Experience Lab sessions across Zones with representatives from different employee cadres. It can gather direct employee feedback on usability, fairness, accessibility, and relevance.
- Provide framework for integrating validated employee feedback into final solution rollouts to increase adoption and relevance, ensuring final solutions align with user needs and gain broad acceptance across the organization.

Module X. Change Management & Adoption by Employees

- Design an internal branding and communication campaign to promote learning programs and new L&D tools, ensuring broad awareness through consistent messaging that highlights program benefits and encourages participation.
- A single landing page providing a one-stop view of PMS, Talent Management, and L&D updates, with access to self and reportees' performance data and key functional skill indicators. The Consultant will assist in designing the solution, while HTC will develop and implement it.
- **Communication and Engagement:** Develop a communication and engagement plan to promote the new Learning & Development offerings and encourage learning culture. This includes strategies for internal marketing of training programs (e.g., newsletters, intranet announcements, learning campaigns), aligning with management to champion employee development, and possibly incentive mechanisms (such as recognition for completion of certain learning paths or gamified rewards) to motivate participation. Change management efforts should be outlined to help learners and managers adapt to new modes of learning.
- Emphasize themes of growth, empowerment, and inclusion through internal communications, circulars, newsletters, recognition posts, and leadership endorsements, reinforcing the organization's commitment to employee development and an inclusive learning culture.
- Align learning achievements with existing Rewards & Recognition frameworks to enhance visibility and participation, integrating learning milestones into existing recognition programs to formally acknowledge employee growth and encourage continuous learning.

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Module XI. Tools to be Delivered as Part of Project by the consultant.

S. No.	Tool Name	Technical Key Features
1	AI-Powered Personalized LMS Platform	<ul style="list-style-type: none"> Development of a modular API based LMS engine on top of existing LMS in bank (currently Peoplesoft). Implementation of personalized learning paths, content recommendation based on AI/ML based algorithms. Development of an adaptive learning engine with dynamic profile scoring basis KRA performance. Creation of APIs for New LMS ↔ HRMS/PMS/existing LMS. Implementation of secure credentialing as per extant norms, digital badges & certificate generation modules. Building analytics dashboards using user friendly interface. Integration with existing Learning Management System (currently PeopleSoft) using Web Services, APIs and SSO. Deployment of background syncing process.
2	L&D Chat bot (AI HR Assistant)	<ul style="list-style-type: none"> Development of a conversational AI model using SLM/LLM engines to help employees navigate learning resources policies and compliance guidelines. Development of API to existing Learning Management System (currently PeopleSoft), LMS, PMS, and Content Libraries to ensure real time recommendation of L&D content during conversation with the chatbot. Implementation of a continuous model retraining using Retrieval Augmented Generation(RAG) technology. Integration of voice-to-text and speech recognition APIs Automatic Speech Recognition(ASR) for accessibility and enhanced user experience. Development of sentiment analysis pipeline for improvements in the chatbot model. Implementation of role-based response filtering tied with the employee. Build chat analytics and monitoring console for training.
3	AI Matching Engine (Career Progression & Workforce Planning)	<ul style="list-style-type: none"> Development of a talent model connecting skills, roles, and competencies. Implementation of AI/ML based model for generating learning pathways. Creation of a training nomination engine using data ingestion pipelines from HRMS/PMS. Development of predictive career path ML models using historical progression data to suggest career pathway for role transitions using “what-if” simulation.

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		<ul style="list-style-type: none"> Integration of a KRA data, career path data & job family. Build APIs for Matching Engine ↔ new LMS & Feedback Tool.
4	Community Connect (Employee Engagement Platform)	<ul style="list-style-type: none"> Development of internal social media style-social interaction module/tool (posts, feeds, reactions). Creation of sentiment analysis of posts & comments for enhancing employee engagement. Building gamification engine with configurable rules, badges, levels & leaderboards. Development of content moderation engine (keyword flags, NLP toxicity detection). Build of a personalized content recommendation algorithm. Development of mobile-first responsive UI. Creation of group management & event modules with permission roles. Development of push notification service with queue management. Deployment of engagement analytics dashboards with time-series metrics & heat maps.
5	AI Feedback & Performance Insights Tool	<ul style="list-style-type: none"> Development of NLP-based sentiment analysis engine. Creation of pulse survey generator/ survey analyzer. Development of a 360° feedback module with weighted scoring. Implementation of predictive performance ML models (attrition, leadership potential). Integration of data ingestion pipelines from PMS, LMS & HRMS. Build of leadership dashboards with correlation analytics (learning ↔ performance). Development of heat maps & behavioral trend visualizations. Implementation of feedback-triggered suggestions in form of nudges, alerts, escalations etc. Integration via secured APIs with PMS and other HR systems. Deployment of exportable MIS engine with PDF/Excel report generators.

A. Platform to be delivered are as follows:

- The platform should be Web / Mobile App / Tablet responsive providing end-to-end Digital Learning tools as mentioned in scope of work.
- Designed using API Architecture providing Omni-channel and unified UI/UX, with deep analytics and AI/ML engine.
- The platform should be scalable, modular with enhanced UI/UX functionalities.

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- Use a multi-tier (minimum 3-tier) architecture for deployment at on-premises environment.
- All solutions must ensure seamless integration with HRMS, PMS (IND-PRIDE), LMS, and other relevant bank systems.
- The Bidder shall provide complete **Technical Design Documents, System Architecture Documents, User Manuals, and Operational Manuals** for all solutions delivered.
- If any component becomes EoL (End of Life) during the contract period, the Bidder shall upgrade or replace it at **no additional cost** to the Bank.

B. User Experience:

- Excellent User Interface (UI) and User Experience (UX) is one of the key requirements. The bidder must have the team with requisite qualifications and experience.
- The platform should trigger automated alerts & notifications to users.
- All services necessary to provide a seamless digital learning experience to the employee needs to be developed, called and integrated for the front-end experience of the user.
- Ability to leverage HRMS, PMS, LMS data to personalize the experience for employee in real time / near Real-time.
- The platform should support Design experience that can be used, understood and accessed by people with diverse range of visual, auditory, physical abilities as per existing standards (WCAG 2.2).
- The bidder should be able to deliver a very robust fault tolerant, responsible and performant system.

C. Security

- All the deliverable tools as per the scope of RFP should have the capability of logging successful and unsuccessful authentication attempts.
- User and Admin access control management to be provided as part of Platform.
- Access control to be based on least access privilege principle. Bank or team assigned by bank will be reviewing all access controls mechanism defined. The Bidder can utilize the existing security tools available with the Bank.
- All applicable security controls should be in place as per the industry best practices such as OWASP and as per banks policy.
- Bidder should provide the support for integration of the application with Web Application Firewall (WAF), Intrusion Prevention System (IPS) and provide the requisite details to WAF, IPS Teams for implementation of the same.
- The bidder to provide full support in implementation and maintenance for the open-source technologies with Enterprise support.
- The bidder to provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code to undergo Static App–Security Testing - Static Code Analyzer SAST scan by the bidder. The Bank will engage external IT Security agencies for VAPT.

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- Solutions must comply with all applicable statutory and regulatory standards including, but not limited to:
 - SOX
 - Data Privacy Laws
 - Digital Personal Data Protection Act 2025
 - Bank's Cybersecurity & Information Security Policies
- The Bidder shall provide the Bank with un-compiled source code, database dictionary, API documentation, configuration files, deployment scripts, and system logic.

D. Development Process Guidelines

- All the deliverable tools as per the scope of RFP developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- The Bidder should provide the complete documentation including technical, operations, user manual.

E. Hardware Sizing and Performance Requirement:

- All the deliverable tools as per the scope of RFP shall be hosted on Bank's on-premise infrastructure. However, tools should have capability to migrate to any other platform as per the Bank's requirement.
- Bank shall provide Hardware, Operating System, and Oracle Database compatible with the existing respective systems of the bank. However, the selected bidder must supply and maintain the complete Installation, Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Platform with the required licenses for the Bank for DC, NDR, DR in UAT, pre-production and production environments.
- The successful bidder must design the Platform with high availability & secure infrastructure in Data Centre, Disaster Recovery site as per banks guidelines.
- The Bidder should host the Platform at Bank's advised premises in High Availability mode, along with DR and a minimum uptime time of 99.00%.
- The bidder should propose comprehensive Platform to meet the requirements in the RFP. The bidder must provide details of all proposed software component in Bill of Material & the corresponding price in Commercial Bid Format.
- Also supply of any 3rd party software/ applications/services required for installation / functioning of the platform deployed by the bidder should also be provided by the successful bidder with required licenses for the Bank, during the contract period at no extra cost to the bank.
- The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades during contract and AMC period.

F. User Acceptance Test of Software

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- The Successful Bidder will provide the scenarios for UAT and assist in preparing test cases including the test data to support all the Business scenarios as per bank's approval.
- Successful Bidder shall provide adequate resources for troubleshooting during the entire UAT process of the Bank.
- All errors/ bugs identified, and enhancements/ modifications required during and after testing, will be resolved within the overall timelines for implementation. Sign-off for the same will be provided by the Bank, after implementing the work-around in respect of errors and bugs affecting the functioning of the Bank.

G. Support & Maintenance Requirements

- Upon completion of the 12-month implementation phase, the Bidder shall deploy a dedicated on-site support team for a period of one (1) year for maintenance and issue resolution.
- The support team must be capable of handling both technical troubleshooting and functional problem-solving across all delivered tools.
- The Bidder shall provide all required patches, bug fixes, security updates, and performance optimizations during the support period at no additional cost.
- Complete documentation for backup, restoration, disaster recovery, and failover procedures must be provided and handed over to the Bank.

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3.Deliverables:

3.a- Deliverables (Year – 1):

Phase / Module	Key Deliverables / Milestones
Phase 1 – Mobilization & Initiation (office set-up)	<ul style="list-style-type: none"> • Consultant onboarding and signing of NDA, SLA and submission of Performance Bank Guarantee (PBG). • Setting-up of Project Team by the consultant at Bank and familiarization with Bank's systems, HRMS, LMS, training establishments, and L&D processes. • Kickoff workshops with HR Transformation Cell and HRDD to align expectations, targets, timelines, and governance. • Finalization of governance framework, reporting cadence, roles and responsibilities, escalation matrix, and deliverable calendar. • Submission of Project Initiation Document covering approach, scope, methodologies, and governance.
Phase 2 – Diagnostic & Gap Analysis	<ul style="list-style-type: none"> • Detailed diagnostic study of physical training infrastructure, digital learning platforms, and existing LMS features. • Review of curriculum, delivery channels and overhaul analysis along with benchmarking of course content. • Review of faculty competencies and onboarding methodology for trainers. • Benchmarking of existing delivery channels and identification of gaps with industry peers. • Identification of key gaps, bottlenecks, structural deficiencies, improvement opportunities, and benchmarking insights from leading institutions. • Final Gap Analysis & Diagnostic Report with actionable insights to be submitted.
Phase 3 – Solution Design	<ul style="list-style-type: none"> • Infrastructure Modernization Plan covering physical upgrades, Training center expansion plan, uniform classroom design, IT infrastructure upgrade, and smart classroom standards. • Submission ready design document for infrastructure upgradation/modernization plan. • Draft Curriculum & Content Framework including modular structures, role-based pathways, micro-learning integration, and modern learning principles. • Define learning pathway strategy, cross skill learning pathways and upgradation of existing upskilling models. • Provide SOP for creation of content using latest technologies along with framework for determining its quality standards. • Faculty Selection & Development Strategy with clear criteria for choosing internal faculty and guidelines for external trainer onboarding, along with competency development plans. • Design Train-the-Trainer initiative for Internal faculties.

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	<ul style="list-style-type: none"> • Multi-Channel Delivery Strategy integrating physical, virtual, e-learning, blended learning, on-the-job learning, coaching, and mentoring models, along with strategy for their optimal mix. • Comprehensive feedback, measurement, and reporting mechanism for evaluating learning effectiveness, experience, and improvement areas. • Peer-to-Peer Learning and Mentoring Framework including mentoring circles, 'Knowledge Champions', knowledge-sharing formats, and engagement methods. • Technology Adoption Roadmap covering AI-based personalization including nudges, AR/VR training experiences, analytics dashboards, and unified learning access. • Submission of design documents and relevant SOPs.
Phase 4 – Digital Framework, Tool Design, & PoC	<ul style="list-style-type: none"> • Design document for launch of quick-win initiatives- blended learning programs, peer learning circles, continuous feedback loops, and small-scale interventions. • Conduct of faculty development sessions and early-adopter training to build competency for new systems and methods. • Setting up of L&D innovation environment. • Setting up of a AR/VR classroom with 5 simulation based content as per bank's requirement. • Pilot versions of minimum three training modules for each of the nine themes of excellence as per L&D policy. • Final Design document for single landing page with one-stop view of PMS, Talent management and L&D updates. • Final Design Document for all digital tools as per Scope of Work. • Integration framework for existing L&D platform with new tools as a part of scope of work. • Provide digital framework for evaluation tool (feedback and impact of training programs). • Submission of digital frameworks documents, delivery of training modules and completion of PoC.
Phase 5 – Tool Development, Testing & Deployment	<ul style="list-style-type: none"> • Refinement and optimization of mentoring processes, delivery methods, content structures, and feedback mechanisms based on pilot insights. • Development and internal testing of all digital tools as per scope of RFP along with development of required analytics dashboards, mobile interfaces, and digital repositories. • Integration testing with HRMS, PMS, and existing systems to ensure interoperability and data flow consistency. • Completion of User Acceptance Testing (UAT), documentation of test results, refinements, and approval for deployment. • Go-Live of all digital tools and supporting features across all relevant user groups by means of a unified mobile and web enabled interface.

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	<ul style="list-style-type: none"> • Creation of Manuals and Technical documentation of all the tools as per scope of RFP. • Conduct Train-the-Trainer initiative to build internal faculty capacity. • Training for banks L&D content development team for developing latest learning experience. • Comprehensive blended learning courses to be delivered with effective hand holding to the internal team. • Use of latest technologies, digital content creation platform/ accessibility standards for creation of course content for enhanced experience. • Submission of Deployment & Adoption Report basis use of new tools/technologies summarizing usage statistics, issues addressed, and stabilization status. Submission of framework for evaluation of training effectiveness. • Roll out of peer to peer initiatives.
Phase 6 – Final Integration, Adoption & Change Management	<ul style="list-style-type: none"> • Measurement of training impact on employee performance, behavioral change, role capability, and alignment with organizational objectives. • Development of communication and engagement plan based on adoption trends and implementation challenges. • Comprehensive end-user and administrator training covering usage, navigation, troubleshooting, and reporting features. • Execution of full pilot programs basis the communication engagement plan across selected locations and tracking of learner adoption, engagement, and performance outcomes. • Change Management and Branding Strategy to promote adoption and internal visibility. • Final integration of digital tools with LMS, HRMS, and PMS for seamless data flow and unified learning-performance ecosystem. • Submission of Final Project Report summarizing achievements, transformation outcomes, impact, and recommendations for long-term sustainability. • Structured knowledge transfer including handover of code, data models, documentation, SOPs, and training materials to Bank teams. • Conduct of post-implementation review and formal sign-off.

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3.b-Payment Terms

S. No.	Phase	Months Covered	% Payment
1	Phase 1 – Mobilization & Initiation (office set-up)	T+1	10%
2	Phase 2 – Diagnostic & Gap Analysis	T+2	10%
3	Phase 3 – Solution Design	T+4	10%
4	Phase 4 – Digital Framework, Tool Design, & PoC	T+6	20%
5	Phase 5 – Tool Development, Testing & Deployment	T+10	25%
6	Phase 6 – Final Integration, Adoption & Change Management	T+12	25%

* T- Date of acceptance of the purchase order

3.c-. Indicative Scope of work – Institutionalization & Scale Up (Year-2)

- Following the foundational work of Year 1, Year 2 will focus on broad-based implementation, operational maturity, and embedding of L&D infrastructure, systems, and practices across the Bank.
 - Infrastructure Expansion: Extend the training center network and scale digital platforms across business units. Ensure robust integration with HR and performance systems to support data-driven learning.
 - Curriculum Rollout: Deploy the modernized curriculum bank and structured learning pathways across job families. Activate large-scale faculty development through internal trainer credentialing and content cocreation enablement.
 - Multi-Modal Learning at Scale: Operationalize blended, virtual, and self-paced learning across key programs. Optimize delivery models using learner engagement analytics and continuous feedback mechanisms.
 - Digital Platform Launch: Roll out the unified learning and HR platform bank-wide, offering personalized content, mobile-first access, and intelligent learning nudges to improve uptake and impact.
 - Peer & Social Learning: Institutionalize mentoring networks and peer forums to drive community-led learning. Integrate participation and contribution into broader recognition systems.
 - Engagement & Branding: Run enterprise-wide campaigns and leadership-led advocacy to reinforce learning culture and drive platform adoption.
 - Governance and Sustainability: Establish strong program management, data monitoring, and capability building within the L&D team to ensure sustained delivery and iterative refinement.

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3.d- Indicative Scope of work – Stabilization, Evolution and Future Readiness(Year-3)

- Year 3 will build on the momentum of previous phases, focusing on updating the HR and L&D ecosystem to reflect evolving work models, technologies, and learning philosophies.
 - Next-Gen Learning Methodologies: Introduce advanced approaches such as AI-powered adaptive learning, immersive simulations, scenario-based learning, and behavioural nudges to deepen engagement and personalization.
 - HR Innovation Pipeline: Expand the innovation lab to incubate future-forward HR and talent solutions, informed by emerging workforce trends, employee feedback, and technological advancements.
 - Learning Intelligence & Insights: Leverage analytics to evolve learning strategies, assess skill readiness, and personalize development pathways at scale. Build predictive models to inform workforce planning.
 - Talent-Centric Platform Enhancements: Refresh digital tools with career progression analytics, skill marketplace capabilities, and enhanced mobile and accessibility features to drive deeper employee ownership of development.
 - Cultural Anchoring: Position learning as a core cultural pillar—tied to leadership development, growth narratives, and broader organizational transformation efforts.

4.Implementation Roadmap

The consultant shall provide a phased implementation plan for all recommended improvements / changes to the Bank's L&D system, with clear timelines, milestones, responsibilities, and risk mitigation strategies, utilizing the existing available resources and recommending additional resources, in each aspect as detailed above.

The consultant shall deploy a skilled and adequate team comprising of dedicated Project Manager with team as required to complete the project within stipulated timelines. The consultant team and the tool development team are to be stationed at Corporate Office, Chennai during the project duration. Post go-live of the tool, at least 1 people shall be deployed full time during the AMC period of 1 year (extendable up-to 2 Years) to manage any issues. All resources will need to be deployed on-site at the bank's Corporate Office at Chennai.

The selection of consultant will be done through open EOI/RFP process as per the Bank's policy and guidelines. The detailed implementation plan will be discussed and agreed by the Bank with the selected consultant, covering the scope of work and key deliverables as defined in the RFP.

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5. Project Duration

The Contract period with the Consultant for HR Transformation of the Bank will be for a period of 12 months from the effective date of Service Level Agreement with the Bank. However, the Bank reserves the right to review and decide on the continuation of the selected Consultant after a period of every 12 months (up-to another 2 years), as per the initial agreed commercial terms and conditions.

The project will be executed in phases covering gap analysis, design, implementation, change management, handover, knowledge transfers and post implementation support within each phase's timeline. Bidders should propose a detailed project schedule in their proposals to RFP with clear deliverables as per scope of work in each year within the overall 1-year period.

The detailed implementation plan will be discussed and agreed by the Bank with the shortlisted consultant, covering the scope of work and key deliverables as defined in this RFP.

6. Annual Maintenance Contract (AMC):

The Bidder shall provide the maintenance (AMC) for a period of 1 (one) years beginning from the date of acceptance and sign-off for all the software, solutions & services within the scope of work of this RFP. The Bidder must factor the costs in the Bill of Material accordingly. As part of annual maintenance support contract, the Bidder has to tie-up or have back-to-back arrangement with respective OEMs for the maintenance services (AMC), software against defects arising out of faulty design, materials and media workmanship etc., for a period of 1 (one) years from the date of acceptance and sign-off of the solution by the Bank.

ANNUAL MAINTENANCE SUPPORT SERVICES IN CONTRACT: Support services need to be provided by the successful bidder for all in-scope applications. Successful Bidder needs to ensure following services as a part of ATS but not limited to:

- Maintenance releases
- Compliance, Statutory and Regulatory Updates.
- Patches & bug fixes of the software application.
- Remediation of the VAPT (Vulnerability Assessment and Penetration Testing) observations.
- Bidder to provide the APIs for consumption by the Bank's Enterprise data warehouse and provide the data dictionary and DB description for bank's use.
- Mandates from various interchanges / information security.
- Patch management, release update and upgrade of in-scope applications during the contract period, all update or upgrade needs to be done with concurrence of

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the Bank. The successful bidder to ensure that necessary due diligence is carried out for pre-testing before releasing to UAT (User Acceptance Test).

- End to end support of all the software components.
- Escrow arrangement and Source Code audit is mandatory.

CONDITIONS OF CONTRACT

1) Period of Validity of Bids

Bids should remain valid for the **period of 180 days** after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

2) Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

3) Payment Terms

All payments shall be released directly by the Bank to the bidder except as otherwise provided in the tender. All payments by the Bank will be effected in Indian Rupees. TDS will be deducted as applicable.

Subject to any deductions from the Contract price as per Contract, the Bidder shall be entitled to receive the Contract Price in the following manner after accomplishment of assigned tasks:

S. No.	Phase	Months Covered	% Payment
1	Phase 1 – Mobilization & Initiation (office set-up)	T+1	10%
2	Phase 2 – Diagnostic & Gap Analysis	T+2	10%
3	Phase 3 – Solution Design	T+4	10%
4	Phase 4 – Digital Framework, Tool Design, & PoC	T+6	20%
5	Phase 5 – Tool Development, Testing & Deployment	T+10	25%
6	Phase 6 – Final Integration, Adoption & Change Management	T+12	25%

* T- Date of acceptance of the purchase order

All payment invoices are to be raised only after obtaining sign-off for each stage from the Bank's team for satisfactory delivery of the scope for the respective milestones.

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4) Change Orders

The Bank may at any time, by a written order given to the bidder, make changes within the general scope of the Contract in any one or more of the following:

- a. the place of delivery; and / or
- b. the items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

5) Service Level Agreement (SLA)

The vendor/service provider shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this RFP within 15 days from the date of issuing the purchase order. SLA format will be shared with the Successful bidder along with Purchase order.

6) Human Resource Requirements

The key persons identified by the Successful Bidder for the assignment should carry out their activities related to technical and administrative support from a suitable location in Chennai.

Bank will provide the working space/sitting arrangements without any travelling or lodging and boarding facilities. Other logistics have to be taken care by the selected bidder.

The requirement of the staff members from the Bank along with their expected skill sets/ desired qualifications should be requested at least 1 month in advance for different phases and areas of implementation. The expected skill set will be provided from the available resources of the Bank that can be put at the disposal of the Selected Bidders contract.

Details of Staff deployed is to be mentioned in Annexure XX.

1. Substitution of Key Staff Identified for the Assignment:

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Successful Bidder, as the case may be, can substitute maximum up to 10% key staff identified for the assignment only with the prior written concurrence of the Bank and by

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providing the replacement staff of the same or higher level of qualifications and competence.

The bidder shall be liable to conduct the due diligence & verify the antecedent of all resource persons deployed for the assignment along with substitution, if any and submit the undertaking for the antecedents of all the resource person deployed in the program. If the Bank is not satisfied with substitution, Bank will serve notice. Within 1 month of notice, if the Bank is not satisfied with the substitution, Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the Successful Bidder during the course of the assignment pursuant to this RFP.

However, the Bank reserves the unconditional right to insist the Successful Bidder to replace any professional/ consultant/ expert with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP based on the feedback of the participants or non-compliance of terms as mentioned in the contract.

The Bidder shall deploy an adequate multidisciplinary team with mandatory on-site presence, consisting of: Project Manager, Project Management Consultant, L&D Domain Expert, Business Analyst, Solution/Technical Architect, Developer(s), Infrastructure/Building Architect, QA/Test Engineer, Instructional Designer/Content Specialist, and UI/UX Designer. Additionally, the Bidder shall deploy two (2) dedicated staff for AMC support for all developed tools and solutions.

The team must collectively possess expertise in L&D transformation, digital learning technologies, AI/ML-based HR systems, physical and digital infrastructure assessment, content development, system integration, and program management to fully deliver the Scope of Work.

2. Single Point of Contact:

The Successful Bidder should have a local office in India, and has to provide details of a single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc.

7) Contract Period

The Contract period with the Consultant for HR Transformation of the Bank will be for a period of 12 months from the effective date of Service Level Agreement with the Bank. However, the Bank reserves the right to review and decide on the continuation of the selected Consultant after a period of every 12 months (up-to another 2 years), as per the initial agreed commercial terms and conditions.

The project will be executed in phases covering gap analysis, design, implementation, change management, handover, knowledge transfers and post implementation support within each phase's timeline. Bidders should propose a detailed project schedule in their

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proposals to RFP with clear deliverables as per scope of work in each year within the overall 1-year period.

The detailed implementation plan will be discussed and agreed by the Bank with the shortlisted consultant, covering the scope of work and key deliverables as defined in this RFP.

8) Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

9) Governing language

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

10) Insurance

The successful bidder may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third-party liability coverage to organization when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

11) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the sole responsibility of the service provider at their cost.

12) Liquidated Damages (LD) and Penalty

The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations by the Service Provider under the terms and conditions of the contract and its amendments and the Service Provider shall be liable to pay the Bank as liquidated damages at the rate of 0.5% of the contract price for delay of every week or part thereof.

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Once the penalty crosses 5% of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.

Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the Service Provider either as per the Contract, executed between the Bank and the Service Provider pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the Service Providers.

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedules, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RFP) due to the successful bidder's inability to meet the established delivery dates, the purchaser may take suitable penal actions deemed fit in addition to invocation of performance guarantee.

Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule issued by Bank, the Bank reserves the right to charge a Liquidated damage (LD) at the rate as specified in the RFP, 0.5% of the cost of deliverables per week for the respective implementation phase, as per the project implementation timelines, subject to maximum of 10% of total cost of project. Once the Liquidated Damages (LD) crosses 5% of the cost of the project, Bank reserves the right to terminate the contract.

A Performance Bank Guarantee (BG) for a sum equal to 5% of the contract price is required to be submitted by the bidder to protect the interest of the Bank against the risk of non-performance by bidder. In case the consultant fails to complete the project successfully, it may warrant the invoking of BG. Also, if any act of the consultant results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the submitted BG.

The performance Bank Guarantee shall be liable to be invoked on account of:

- i. Delay in performing the obligations.
- ii. Gaps in the quality of deliverables identified by Bank or its Associates.
- iii. Violation of the terms and conditions of the assignment of contract,
- iv. Sharing of information with outside parties, or
- v. Failure to submit renewed performance BANK Guarantee during the continuation of the Agreement, if so required.

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13) Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding the contract, without thereby incurring any liability to the affected Bidder or Bidders.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of submission of bids & publishing the same on Bank Website and GeM portal.

14) Performance Security/ Guarantee

- Within 15 days of issuance of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 5% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for 12 months from issuance of purchase order with three month of claim period, in the format enclosed (Annexure-IV). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
- In case of delay in the execution of assignment entrusted, Bank will seek extension of the Performance bank guarantee.
- The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award. The Bank will take necessary action, which may include but may not be restricted to invocation/ forfeiting of Bid EMD.

15) Limitation of Liability

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For this purpose, contract value at any given point of time, means the aggregate value of the work orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- IP Infringement indemnity
- Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.

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If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

16) Indemnity Clause

If at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

17) Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

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18) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

19) Regulatory Requirements/ IT Act 2000

The services to be quoted as per this tender should comply with the requirements under Information Technology (IT) Act 2000 and subsequent amendments and related Government/Reserve Bank India/other Regulatory Authorities' guidelines issued from time to time.

20) Intellectual Property Rights (IPR)

While the successful bidder shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses. The successful bidder shall place the source code of customizations done for the bank in Banks environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such

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deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents, sub-contractors or distributors.

21) Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 05 days of issuance of purchase order along-with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of purchase order or the purchase order issued to the successful bidder does not get executed in part / full, Bank shall invoke or forfeit Bid EMD/ performance bank guarantee and blacklist the successful bidder for a period of one year.

22) Signing of Contract Form and NDA and SLA

Within 15 (fifteen) days of issuance of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VI) and Service Level Agreement (terms as mentioned in Section-III of this RFP) and return it to the Bank. Background check conducted, KYC details for the resources provided for the project to be submitted to the Bank.

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23) Dispute Resolution

A - Disputes

- Normally, there should not be any scope for dispute between the Bank and supplier after entering a mutually agreed valid contract. However, due to various unforeseen reasons, issues may arise during the contract, leading to a dispute between the purchaser and the supplier. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
- All disputes and differences between the parties, excluding the Excepted Matters (detailed below); should be resolved amicably between the Bank and the contractor within thirty (30) days by mutual discussion.
- In case, the same is not resolved within the time provided above, the aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Bank, and intimating its intention to refer the matter to Mediation.

B - Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon, shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to

- i) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- ii) Issues related to the pre-award tender process or conditions.
- iii) Issues related to ambiguity in contract terms shall not be taken up after contract has been signed. All such issues should be highlighted before the contractor signs the contract.
- iv) Issues related to contractual action/ termination of contract etc., by the Procuring Entity on account of fraud, corruption, debarment of contractors, criminal or willful negligence of the contractor etc.
- v) Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
- vi) Provisions incorporated in the contract, which are beyond the purview of The Procuring Entity or are in pursuance of policies of Government, including but not limited to a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government. b) Provisions regarding restrictions on Entities from Countries

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having land-borders with India in terms of the Government's policies in this regard. c) Purchase preference policies regarding MSEs and Start-ups.

C - Mediation

1. Any party may invoke Mediation by submitting "Notice of Mediation" to the "MD & CEO" of the Bank.
2. The Mediation shall be conducted as per The Mediation Act 2023. Appointment of Mediator(s) Panel of Mediator will be created by Bank as per the Mediation Act 2023 and the same will be approved by IT Steering Committee
 - a) Within 30 days of receipt of the "Notice of Mediation", the Bank shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
 - b) If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognized by MCI) or a Mediator empaneled by a court-annexed mediation center or empaneled by an Authority constituted under the Legal Services Authorities Act, 1987, who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

Venue

Mediation must be conducted at the corporate office of Bank at Chennai, India unless both parties agree to do it online.

The Process

- a) The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he/ She does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
- b) Confidentiality: All the acknowledgements, opinions, suggestions, promises, proposals, apologies, and admissions made during the mediation; acceptance/ willingness to accept proposals in the mediation; documents prepared solely for the conduct of mediation are strictly confidential. These can neither be relied upon as evidence in any subsequent court proceedings nor be asked to be disclosed by any court/ tribunal. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the

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participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

- a) Online Mediation: On mutual agreement, the parties may opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court in Chennai. The Act also requires online mediation communication mechanisms to ensure confidentiality.
- b) Termination of Mediation: The Mediation process must be completed as expeditiously as possible and preferably within 60 days, though parties can extend it by another 30 days through mutual consent. If Mediation is not completed within this timeline, the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by a party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation. On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to approach any Court of Law.
- c) If the parties resolve the dispute and execute a mediated settlement agreement (“MSA”), then the settlement is binding between the parties and shall be akin to a decree of a Civil Court.
- d) The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
- e) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

D - Arbitration

Dispute Resolution through Arbitration shall not be applicable in procurements above Rs.10 Crore in value unless an approval in this regard has been obtained from MD & CEO.

- (i) If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- (ii) If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally

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settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Hon'ble High Court Chennai which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the other party may approach Hon'ble High Court for appointment of an Arbitrator. A copy of the order of the Hon'ble High Court Chennai making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, any party may approach Hon'ble High Court Chennai for appointment of Arbitrator.
- f) Notwithstanding any reference to arbitration herein,
 - (i) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - (ii) the Bank shall pay the supplier any monies due to the supplier. Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

24) Coverage of Successful Bidder under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The Successful bidder has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the Electronic Challan cum Return (ECR) should be submitted on the Bank's request.

25) Exit Requirements

In the event, the Agreement between the Bank and the Successful bidder comes to an end on account of termination or by the expiry of the term / renewed term or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

26) Termination for Convenience

The Bank, by 15 days' written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which the performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The assignments that are complete before the Service Provider's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining services, the Bank may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed assignments.

27) Termination for Insolvency

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

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If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

In case the termination occurs before implementation of the project/ delivery of goods/services in full, in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the successful bidder.

28) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 15 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- if the successful bidder fails to perform any other obligation(s) under the Contract.
- If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

29) Force Majeure

The Successful 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 reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not

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restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received or complete transition / handover to the in-coming Vendor / Service Provider.

30) Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. ***After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.***

The supplier will have to enter into a Non-Disclosure agreement (Annexure-VI) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.

The successful Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all permitted subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

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31) Negligence

If the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given in writing by the Bank in connection with the work or contravenes the provisions of other Terms, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf, which can go upto the maximum value of the contract. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder. However, the cap on liability shall not be applicable in case of Gross negligence.

32) Amalgamation

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

33) Inspections and Tests

The Purchaser or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured or goods conform to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser. The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the goods/software having previously been inspected, tested and passed by the Purchaser; provided such inspection, test or rejection is made within the Acceptance Period, and Supplier fails to provide any remedy.

The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

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34) Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

35) Delivery Schedule

Phase / Module	Key Deliverables / Milestones
Phase 1 – Mobilization & Initiation (office set-up)	<ul style="list-style-type: none"> • Consultant onboarding and signing of NDA, SLA and submission of Performance Bank Guarantee (PBG). • Setting-up of Project Team by the consultant at Bank and familiarization with Bank's systems, HRMS, LMS, training establishments, and L&D processes. • Kickoff workshops with HR Transformation Cell and HRDD to align expectations, targets, timelines, and governance. • Finalization of governance framework, reporting cadence, roles and responsibilities, escalation matrix, and deliverable calendar. • Submission of Project Initiation Document covering approach, scope, methodologies, and governance.
Phase 2 – Diagnostic & Gap Analysis	<ul style="list-style-type: none"> • Detailed diagnostic study of physical training infrastructure, digital learning platforms, and existing LMS features. • Review of curriculum, delivery channels and overhaul analysis along with benchmarking of course content. • Review of faculty competencies and onboarding methodology for trainers. • Benchmarking of existing delivery channels and identification of gaps with industry peers. • Identification of key gaps, bottlenecks, structural deficiencies, improvement opportunities, and benchmarking insights from leading institutions. • Final Gap Analysis & Diagnostic Report with actionable insights to be submitted.
Phase 3 – Solution Design	<ul style="list-style-type: none"> • Infrastructure Modernization Plan covering physical upgrades, Training center expansion plan, uniform classroom design, IT infrastructure upgrade, and smart classroom standards. • Submission ready design document for infrastructure upgradation/modernization plan.

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	<ul style="list-style-type: none"> • Draft Curriculum & Content Framework including modular structures, role-based pathways, micro-learning integration, and modern learning principles. • Define learning pathway strategy, cross skill learning pathways and upgradation of existing upskilling models. • Provide SOP for creation of content using latest technologies along with framework for determining its quality standards. • Faculty Selection & Development Strategy with clear criteria for choosing internal faculty and guidelines for external trainer onboarding, along with competency development plans. • Design Train-the-Trainer initiative for Internal faculties. • Multi-Channel Delivery Strategy integrating physical, virtual, e-learning, blended learning, on-the-job learning, coaching, and mentoring models, along with strategy for their optimal mix. • Comprehensive feedback, measurement, and reporting mechanism for evaluating learning effectiveness, experience, and improvement areas. • Peer-to-Peer Learning and Mentoring Framework including mentoring circles, 'Knowledge Champions', knowledge-sharing formats, and engagement methods. • Technology Adoption Roadmap covering AI-based personalization including nudges, AR/VR training experiences, analytics dashboards, and unified learning access. • Submission of design documents and relevant SOPs.
Phase 4 – Digital Framework, Tool Design, & PoC	<ul style="list-style-type: none"> • Design document for launch of quick-win initiatives- blended learning programs, peer learning circles, continuous feedback loops, and small-scale interventions. • Conduct of faculty development sessions and early-adopter training to build competency for new systems and methods. • Setting up of L&D innovation environment. • Setting up of a AR/VR classroom with 5 simulation based content as per bank's requirement. • Pilot versions of minimum three training modules for each of the nine themes of excellence as per L&D policy. • Final Design document for single landing page with one-stop view of PMS, Talent management and L&D updates. • Final Design Document for all digital tools as per Scope of Work. • Integration framework for existing L&D platform with new tools as a part of scope of work. • Provide digital framework for evaluation tool (feedback and impact of training programs). • Submission of digital frameworks documents, delivery of training modules and completion of PoC.

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<p>Phase 5 – Tool Development, Testing & Deployment</p>	<ul style="list-style-type: none"> • Refinement and optimization of mentoring processes, delivery methods, content structures, and feedback mechanisms based on pilot insights. • Development and internal testing of all digital tools as per scope of RFP along with development of required analytics dashboards, mobile interfaces, and digital repositories. • Integration testing with HRMS, PMS, and existing systems to ensure interoperability and data flow consistency. • Completion of User Acceptance Testing (UAT), documentation of test results, refinements, and approval for deployment. • Go-Live of all digital tools and supporting features across all relevant user groups by means of a unified mobile and web enabled interface. • Creation of Manuals and Technical documentation of all the tools as per scope of RFP. • Conduct Train-the-Trainer initiative to build internal faculty capacity. • Training for banks L&D content development team for developing latest learning experience. • Comprehensive blended learning courses to be delivered with effective hand holding to the internal team. • Use of latest technologies, digital content creation platform/ accessibility standards for creation of course content for enhanced experience. • Submission of Deployment & Adoption Report basis use of new tools/technologies summarizing usage statistics, issues addressed, and stabilization status. Submission of framework for evaluation of training effectiveness. • Roll out of peer to peer initiatives.
<p>Phase 6 – Final Integration, Adoption & Change Management</p>	<ul style="list-style-type: none"> • Measurement of training impact on employee performance, behavioral change, role capability, and alignment with organizational objectives. • Development of communication and engagement plan based on adoption trends and implementation challenges. • Comprehensive end-user and administrator training covering usage, navigation, troubleshooting, and reporting features. • Execution of full pilot programs basis the communication engagement plan across selected locations and tracking of learner adoption, engagement, and performance outcomes. • Change Management and Branding Strategy to promote adoption and internal visibility. • Final integration of digital tools with LMS, HRMS, and PMS for seamless data flow and unified learning-performance ecosystem. • Submission of Final Project Report summarizing achievements, transformation outcomes, impact, and recommendations for long-term sustainability.

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	<ul style="list-style-type: none"> Structured knowledge transfer including handover of code, data models, documentation, SOPs, and training materials to Bank teams. Conduct of post-implementation review and formal sign-off.
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36) Working Days

Bank's Working Days will be considered as Working Days for the purpose of this contract.

37) Implementation of Services

The successful bidder shall provide all the services specified hereunder in accordance with the highest standards of professional competence and integrity. If the Bank finds that any of the staff of the successful bidder assigned to work at the Bank's site is not responsive, then the successful bidder will be notified accordingly and the successful bidder shall be under obligation to resolve the issue expeditiously to the satisfaction of the Bank.

38) Taxes and Duties

The successful bidder shall be liable to pay all taxes that shall be levied against it, in accordance with the laws applicable from time to time in India.

39) Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like Credit Monitoring Policy, NPA Management Policy, Operational Risk Management Policy, IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy, Outsourcing Policy, Business continuity and Disaster Recovery Management policy, etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

40) Compliance with Statutory and Regulatory Provisions

The successful bidder shall comply with all statutory and Regulatory provisions while executing the contract awarded by Bank.

41) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

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- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons 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 the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its 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 the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Each bid should specify only a single solution which should meet the tender specifications and should not include/suggest any alternatives
- The Successful Bidder shall also indemnify Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad. Such indemnity shall be governed by the provisions of Clauses 32 and 34 of the RFP.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder. The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods / services or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post
- The bidder shall submit a non-disclosure agreement on behalf of the bidder and individual capacity of all the persons contracted.

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42) GENERAL TERMS AND CONDITIONS

42.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above including non-payment of the bid cost.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in “**Schedule [A] Important Dates**”. Bank will hold a pre-bid meeting, to answer all the questions / queries received by email which would also be uploaded on bank's website.

Proposals received by the Bank after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in timeline, the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

42.2 Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i) That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.

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- ii) That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii) That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv) That there are –
 - a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
 - b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies, which adversely affect/ may affect performance under this Contract.
- v) That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi) That all conditions precedent under the Contract has been complied by the bidder.
- vii) That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a. will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the
1. Bidder,
 - b. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
 - c. Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii) That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- ix) That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.

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- x) That the Bidder owns or has good, legal or beneficial title, or other interest in the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi) That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii) Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

42.3 Relationship of Parties

- i) Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii) No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii) Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv) All employees' /personnel/ representatives / agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

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- v) Supplier/Vendor has to take an undertaking from their employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification
- vi) The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vii) The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

42.4 No Right to Set Off

In case the Successful Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the said Bidder for any payment's receivable under and in accordance with that business.

42.5 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.

42.6 Conflict of Interest

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / appointment as soon as practical after it becomes aware of that conflict.

42.7 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, 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 or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

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42.8 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

42.9 Substitution of Team Members

The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise; provided that in place of concurrence prior intimation shall be provided to Bank for substitution due to:

- (i) resignation;
- (ii) move for career aspirations;
- (iii) termination for cause;
- (iv) death or disability;
- (v) prolonged absences due to medical reasons; or
- (vi) loss of work authorisation/ right to work.

If the Bank is not satisfied with the substitution due to the reason that the substitution is not of the same level of qualifications and expertise and the bidder is unable to provide suitable remedy, the Bank reserves the right to terminate the contract and recover whatever payments has been made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

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42.10 Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired.

SECTION – IV **INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL**

1.1. SUBMISSION OF BIDS THROUGH GeM PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical/ Functional specifications.
- d. Relevant brochures
- e. Compliance to Technical/ Functional Specifications as per Technical Bid.
- f. Any other information sought by the Bank with relevant to this tender.

*(*Please refer checklist under Annexure of this tender for more details)*

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. Unless specified in this RFP, **every document submitted online to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on GeM portal.

1.2. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e- tender software/server and will be bidder's responsibility only.

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1.3. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, last date and time of bid submission, Name of the Bidder, etc.

- a) Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Indian Bank) in favour of “Indian Bank” payable at Chennai. BG should be valid for 6 months from the last date for submission of the Bid (In the format provided at Annexure XIV)

The bidder is requested to submit the original documents (as mentioned under point no. 10 of Schedule [A]) in a Sealed Envelope on or before 27/01/2026 and 3.00 PM. to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as “**Request for Proposal (RFP) for Appointment of Consultant for Learning & Development Revamp**” and the words ‘**DO NOT OPEN BEFORE 27/01/2026 and 3.30 PM**’.

1.4. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit GeM portal or banks Website.

The following ‘Three Key Instructions’ for bidders must be assiduously adhered to

- a. Register your organization on the Gem portal well in advance before tender submission deadline on the portal
- b. Get your organization’s concerned executives trained on GeM portal well in advance before tender submission deadline on the portal
- c. Submit your bids well in advance of tender submission deadline on the GeM portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first two instructions mentioned above are especially relevant to first-time users of the GeM portal, the third instruction is relevant at all times.

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SECTION - V

PART I – Technical and Functional Requirements

To
General Manager – HRM/HRD and HR Strategy,
CO:HRM
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014

Date:

Dear Sir,

Sub: Request for proposal for Appointment of Consultant for Learning and Development Revamp

Ref : Your RFP No. GEM/

Referring to your above RFP, we submit the compliance details of the specifications given below:

Sl. No	Technical Evaluation Criteria	Details	Credentials/ Documents	Max Marks
1	Bidder's Experience	<p>Experience of having completed dedicated HR-related transformation programs (completion date within the last 5 years) with Indian Public Sector Banks/Private Sector Banks/Financial Institutions with pan-India presence (minimum staff strength 20,000 employees) in India:</p> <ul style="list-style-type: none"> • Minimum duration – 12 months • Minimum amount – 5 Crore • Ongoing assignments/projects to be considered provided a minimum of 6 months has been completed • HR interventions made as a part of larger transformation / merger / amalgamation / business build / digitization projects, etc not to be considered. Only dedicated assignments/ projects on HR Transformation to be considered • Multiple assignments with the same bank will be counted separately. 	Copy of PO/SLA with work completion certificate / satisfactory performance certificate issued by the organization	20
2		Experience of Conceptualizing, designing, developing, implementation and maintaining HR related tools (minimum 5 HR tools in each project) in dedicated HR projects like HR Transformation / HR innovation/ HR	Copy of PO/SLA with work completion certificate / satisfactory	20

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		<p>revamp / curriculum design / HR Training need analysis / HR Training center revamp (completed within the last 5 years) with Indian Public Sector Banks/Private Sector Banks/Financial Institutions with pan-India presence (with minimum staff strength of 20000 employees) in India:</p> <ul style="list-style-type: none"> • Minimum duration – 12 months • Minimum amount – 5 Crore • Ongoing assignments/projects to be considered provided a minimum of 6 months has been completed • HR interventions made as a part of larger transformation / merger / amalgamation / business build / digitization projects, etc not to be considered. • Only dedicated assignments/ projects on HR Transformation to be considered • Multiple assignments with the same bank will be counted separately 	<p>performance certificate issued by the organization should clearly mention the tools as part of the scope of work</p>	
3	Live Demonstration	<p>Live demonstration of the digital tools as mentioned in the scope of work, from among work submitted in Serial number 2 of the Technical Bid Evaluation.</p> <p>This live demo should use the live environment of the banks from (among list submitted in Serial number 2) to showcase the demo.</p> <p>The validity will be checked through a reference call / visit to the banks where the tool was developed and showcased by the bidder.</p>	Live Demo delivered by the bidder	25
4	Case Study	<ul style="list-style-type: none"> • Case Study to be presented for work done in India over the last 5 years from SI number 2 • Minimum duration – 12 months 	Case Study presentation and reference visit to be arranged	15
5	Technical Presentation	Proposed methodology and approach	Technical presentation delivered by the bidder	20

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We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document and are submitting proof of the same along with bid.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

Part II – Commercial Bid
(Price bid along with Breakup to be submitted)

To
General Manager – HRM/HRD and HR Strategy,
CO:HRM
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014
Dear Sir,

Date:

Sub:

Ref : Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

Sl. No.	Component	Fee Quote in ₹ (In Numbers)	Fee Quote in ₹ (In Words)
1	Professional Fee and Out-of-Pocket Expenses based on the Scope of Work (Including the cost of all onsite and offsite human resources except the dedicated resource required for onsite support)		
2	Implementation of 5 tools as per scope of work		
3	Cost of any third-party Licenses (if required)		
4	Any Other Cost (Please Specify)		
5	Maintenance of 5 Tools Delivered as per scope of work		
6	1 Dedicated Resource during AMC Period		

Note:

- Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.).
- The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies **etc including GST.**
- GST shall be paid to the bidder on actual basis at the rate applicable.
- The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the service.
- The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid.
- In case of any variation (upward or downward) in Government levies / taxes / cess / excise/ custom duty etc. which has been included as part of the price will be borne by the Bidder.
- The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.
- Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

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9. In case there is a variation between figures and words, the value mentioned in words will be considered.
10. **Total fee quote mentioned above will be considered for scoring in the Techno Commercial bid evaluation.**
11. The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations

PRICE STATEMENT:

Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.

Number of instances indicated in the RFP are indicative only and the actual work done may be more or less than the count indicated in the RFP based on actual requirement of the Bank.

We submit that we shall abide by the details given above and the conditions given in your above tender.

For

Office Seal:

Place:

Date:

(Authorised Signatory) :

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

Email ID:

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Date: 26/12/2025

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

(Bidders are required to furnish the Bid Form on its letter head)

Date: _____

To

General Manager – HRM/HRD and HR Strategy,
CO: HRM
Indian Bank, Corporate Office,
254 – 260 Avvai Shanmugam Salai, Royapettah,
Chennai – 600 014.

Dear Sir,

Sub: Request for Proposal for Appointment of consultant for Learning and Development Revamp

Ref: Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 5% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

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

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of 202..

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

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

Mobile:

Email:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-II
Self-Declaration – Blacklisting

Date: _____

To

General Manager – HRM/HRD and HR Strategy,
CO: HRM
Indian Bank, Corporate Office,
254 – 260 Avvai Shanmugam Salai, Royapettah,
Chennai – 600 014.

Dear Sir,

Sub: Request for Proposal for Appointment of consultant for Learning and Development Revamp

Ref: Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

We hereby certify that; we have not been blacklisted by any Government Dept. / PSUs / Banks/ PSBs / Financial Institutions currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-III **Contract Form**

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....202.. Between Indian Bank, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014* (hereinafter “the Purchaser”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide RFP No. for consultant viz. **XXXXXXXXXXXXXX** in Bank, and has accepted a bid by the Supplier for the provision of those goods and services in the sum for.....
(Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Functional & Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser’s Notification of Award/Purchase Order. (f) the RFP including Addendum/s & corrigendum/s.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

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Date: 26/12/2025

ANNEXURE-IV **Performance Security Format**

Bank Guarantee No.

Date:

To:

Indian Bank,
Chennai.

WHEREAS (Name of Supplier)
hereinafter called “the Supplier”) has undertaken, in pursuance of Contract
No..... dated
to.....(Description of Goods and Services)
(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to issue a Guarantee in your favour on the request of the Supplier:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of Rs.....
..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20

Signature of Authorized Official with Seal

.....
Date.....202...
Address:
.....

NOTE:

- Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.

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2. Bank Guarantee issued by a scheduled commercial Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

(Name & Address)

ANNEXURE-V **Pre-Contract Integrity Pact**

(To be submitted on Non-Judicial Stamp paper)

PRE-CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

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

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Selection of consultant/ firm for Learning and Development Revamp. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Bank will appoint an Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- A) No employee of the Bank, 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 Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank 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 Bank will exclude from the process all known prejudiced persons.

2. If the Bank 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 Bank will inform the Chief Vigilance Officer(CVO) and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)

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

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- The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank'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.
 - The Bidder(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 cartelization in the bidding process.
 - The Bidder(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
3. The Bidder (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), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

- a) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
- b) If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled

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to demand and recover from the bidder(s) the liquidated damages equivalent to the amount of the contract value.

Section 5 – Previous Transgression

- a) The Bidders 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 other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- b) The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- c) The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- d) The Bidder(s) acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- e) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder(s) as deemed fit by the Bank.
- f) If the Bidder(s) can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders

- a) The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
- b) The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
- c) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)

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

Section 8 – Independent External Monitor / Monitors

- a. The Bank appoints competent and credible Independent External Monitor for this Pact. 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.

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- b. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders as confidential. He reports to the Authority designated by the Bank.
- c. The Bidder(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Bidder(s). The Bidder(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders with confidentiality.
- d. The Bank 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 Bank and the Bidder(s). The parties offer to the Monitor the option to participate in such meetings.
- e. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank 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.
- f. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- g. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the 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.
- h. 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 Bidder 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

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 discharged/determined by the Bank.

Ref: GEM/2025/B/7045095

Date: 26/12/2025

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Pre-Contract Integrity Pact at
on

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness 1:

Witness 1:

(Name & Address) _____

(Name & Address)



HR Transformation Cell,CO:HRM Indian Bank, Corporate Office
254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
Phone: +91-44-2813 4405
Email: pride@indianbank.bank.in
Website: <http://www.indianbank.bank.in>

Ref: GEM/2025/B/7045095

Date: 26/12/2025

Witness 2:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-VI **Non-Disclosure Agreement**

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014*, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

..... a institution / consultant / firm registered under the Society / LLP / Companies Act having its registered office at..... hereinafter called the “Bidder” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH**:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to Select consultant/ firm for Learning and Development Revamp.

..... has been engaged in the business of Learning and Development Revamp.

The parties have entered into agreement dated _____ for Learning and Development Revamp (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THERFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. Receiving party may use the information solely for and in connection with the Purpose.

Ref: GEM/2025/B/7045095

Date: 26/12/2025

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- i) cease using the Confidential information,
- ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter

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may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Ref: GEM/2025/B/7045095

Date: 26/12/2025

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/ other legal recourse.

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

12. Indemnity clause

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories

BANK

M/s

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-VII
Declaration For MSME Benefits

(To be submitted on the letter head of the bidder signed by Director/Company Secretary/
Authorised Signatory)

To,

General Manager – HRM/HRD and HR Strategy
CO:HRM, Indian Bank, Corporate Office,
254 – 260 Avvai Shanmugam
Salai, Royapettah, Chennai
600 014.

Dear Sirs,

**Sub: Request for Proposal for Appointment of Consultant for Learning and
Development Revamp**

Ref: Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP)
Ref. No. GEM/2025/B/7045095 dated **26/12/2025** floated for **appointment of Consultant
for Learning and Development Revamp in Bank**. We have carefully gone through the
contents of the above referred RFP and hereby undertake and confirm that, as per the
Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response
to your RFP floated, as referred above.

a) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not
true then the Bank may take any suitable actions against us viz. Legal action,
Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment
from future tender/s etc.

Yours Sincerely

For M/s _____

Signature Name:

Designation: Director/Company

Secretary Place:

Date: Seal & Stamp

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-VIII

Declaration On Procurement From a Bidder of a Country which shares a land border with India

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

To,
General Manager – HRM/HRD and HR Strategy
CO: HRM, Indian Bank, Corporate Office,
HRM Department, 254 – 260
Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

Date

Dear Sirs,

Sub: Request for Proposal for Appointment of Consultant for Learning and Development Revamp

Ref: Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable.]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-IX
Certificate of Local Content as per Make in India Guidelines

To,
General Manager – HRM/HRD and HR Strategy
CO: HRM, Indian Bank, Corporate Office,
HRM Department, 254 – 260
Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

Date

Dear Sirs,

Sub: Request for Proposal for Appointment of Consultant for Learning and Development Revamp

Ref: Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

Bidder shall submit the above details in respect of the goods proposed to be supplied/ solutions proposed to be deployed for providing the testing services.

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017- B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no.

P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any) referred to hereinabove.

For Bidder
Signature of authorised signatory
Name and Designation:
Seal:
Date:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-X **CHECKLIST FOR THE RFP/ELIGIBILITY CRITERIA**

#	Criteria	Supporting Documents
1	The bidder should be an organization (Premier Institution/ consultant Firm/ company/ LLP/ trust / Society / association) registered or incorporated in India/ having local registered office in India. It should not be an Individual/ Proprietary Firm/ HUF. The organization should be in existence for 10 years and above in India as on date of issuance of RFP. The firm should be registered for GST.	Copy of the Certificate of Incorporation copies of memorandum and article of association, PAN Card, GST Registration.
2	The bidder should have minimum average annual turnover of Rs.200 crores during the last three financial years, ending 31st March of the mentioned financial year i.e. (FY 2022-23, FY 2023-24 & FY 2024-25). The Bidder should be profitable / increase in capital / corpus fund throughout during the above-mentioned period and should be having positive net worth.	Audited financial statements, Balance sheet & P&L statement / Statutory Auditor's certificate
3	The business of the bidder should include providing learning & development transformation/ training modernization/ training revamp services to public/ private sector financial institutions.	Copy of Memorandum and Article of Association.
4	The Bidder should have successfully completed at least two large-scale projects within the last 5 years, falling into one or more of the following categories: (i) HR related transformation programs (within the last 5 years) with Public Sector Banks/Private Sector Banks/Financial Institutions with pan -India presence (with minimum staff strength of	Credential letter/mail confirmation from the client or Copy of Purchase Order/ SLA along with other supporting documents up to the date of RFP.

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	20000 employees) in India (ii) Learning & development/ coaching/ mentoring/ curriculum design/ training need analysis/ training center revamp implementation or design, management training projects, Digital AI based L&D tools with Public Sector Banks/Private Sector Banks/ Financial Institutions (with minimum staff strength of 20000 employees) in India	
5	The bidder should not have been blacklisted as on the date of submission of RFP by any State / Central Govt / Semi Government Departments/ Regulatory bodies in India including entities such as Financial Institutions / Banks / PSUs.	Certification on bidder's letterhead duly signed and stamped by authorized signatory
6	The Bidder should not have been declared Non-Performing Asset (NPA) or defaulter in repayment of instalments by any BFSI organization as on date of submission of the tender, otherwise the bid will not be considered.	Certification on bidder's letterhead duly signed and stamped by authorized signatory
7	The Bidder should neither have failed to perform any agreement during the last 3 years, as evidenced by imposition of a penalty by an arbitrage or judicial pronouncement against the Bidder or its Affiliates/Group Companies/member firms in India, nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms in India	Certification on bidder's letterhead duly signed and stamped by authorized signatory
8	The Bidder's Bank should not be owned or controlled by any Director or Employee (or Relatives) of any of the banks involved in merger, both present and those who have retired in the last one year.	Certification on bidder's letterhead duly signed and stamped by authorized signatory

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XI **Pre-Bid Query Format**

(to be provided in MS-Excel format)

Ref: RFP No. GEM/2025/B/7045095 dated 26/12/2025

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XII **Experience Details**

Ref: RFP No. GEM/2025/B/7045095 dated 26/12/2025

(Submit photocopies of Purchase Orders as supporting documents for each item as per eligibility & evaluation criteria separately)

S.No.	Name of Organization for whom services rendered	Nature of Work	Team size	Project Details		
				Period (No. of Months)	Start Date	Date of Completion/ expected completion

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XIII
Turnover, Net Worth and P&L Details

(Bidders have to submit photocopies of Balance Sheet / P&L)

Ref: RFP No. GEM/2025/B/7045095 dated 26/12/2025

(Amount in Rs.)

<i>F Y*</i>	<i>Turnover</i>	<i>Net Profit and Loss</i>	<i>Net worth</i>
2022 – 23			
2023 - 24			
2024-25			

**Last 3 years' financial details to be provided here from financial years 2022 – 23, 2023 – 24, 2024-25.*

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XIV **BID SECURITY LETTER**

Whereas..... (Hereinafter called “the Bidder”) who intends to submit its bid..... for Appointment of Consultant for Learning & Development Revamp. (Hereinafter called “the Bid”) in terms of RFP Ref.....dated.....

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money

Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode	Online Transfer/Bank Guarantee
Payment Type	RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer)/ /Bank Guarantee
UTR / Txn ref. No	
Txn Date	
Remitting Bank	
Remitting Bank IFSC Code	
Beneficiary Account	
Beneficiary Bank IFSC Code	

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Start-ups Certificate (if EMD not applicable) to be enclosed.

The Bank, at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We.....having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name	
----------	--

Ref: GEM/2025/B/7045095

Date: 26/12/2025

A/C No.(Institute / LLP / Company account details)	
IFSC Code	
Bank Name	
Bank Address	

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details. Dated this.....by20.

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details. Dated this.....by20.

SIGNATURE (Name & Designation)

(Seal of the firm)

This guarantee is valid until theday of.....20

Signature of Authorized Official with Seal

Date.....

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XV

Bid Security Format (Earnest Money Deposit)

(To be submitted at the time of on-line submission of bid)

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid..... for the supply of (*name and/or description of the goods*)

(Hereinafter called "the Bid") in terms of RFP Ref.....dated.....


In compliance with the terms of said RFP, the Bidder is required to provide Bid Security of Rs..... which may also be provided in the form of Bank Guarantee from a

KNOW ALL PEOPLE by these presents that We..... (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (hereinafter called "the Bank" which term shall include its successors and permitted assigns), are bound unto Indian Bank (hereinafter referred as "the Purchaser" which term shall include its successors and permitted assigns) in the sum of Rs. for which payment well and truly to be made to the Purchaser, the Bank guarantees said payment and binds itself, its successors, and assigns by these presents. Sealed with the seal of the Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the terms of RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the terms of RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand without any demur, cavil or protest and without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that

	<p>HR Transformation Cell, CO:HRM Indian Bank, Corporate Office 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014. Phone: +91-44-2813 4405 Email: pride@indianbank.bank.in Website: http://www.indianbank.bank.in</p>
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Date: 26/12/2025

the amount claimed by it is due to it, owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity i.e. upto..... and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee to be issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XVI
SELF-DECLARATION/AFFIDAVIT
 [To Be Submitted on Bidder's Letter Head Only]

To,
 General Manager – HRM/HRD and HR Strategy
 CO:HRM, Indian Bank, Corporate Office,
 HRM Department,
 254 – 260 Avvai Shanmugam Salai,
 Royapettah, Chennai – 600 014

Date

Dear Sir,

Sub: Request for Proposal for Selection of consultant/firm for Learning and
 Development Revamp.

Ref: Your RFP No. GEM/2024/B/5031841 dated 10/06/2024

We, M/s _____, are one of the Bidders for
 providing professional services to Indian Bank as per Bank's "Request for Proposal
 (RFP) for Selection of consultant/ firm for Learning and Development Revamp.
 datedunder reference number.....

We, hereby declare that our Institution / Organization do not have any pecuniary
 liability nor any judiciary proceedings or any restraint restricting us in fulfilling the
 services under the subject assignment. We further declare that no legal action is
 pending / contemplated against us nor are we debarred by any legal jurisdiction in
 India or outside India, which may affect our ability to deliver as per the terms of the
 RFP.

We further declare that we have not been blacklisted by any entity/Regulators/Govt.
 Bodies in India or outside India. We further declare that we do not have any ownership
 or control rights by any director (or relatives) of Indian Bank, both present and those
 who have retired in the last one year. We further declare that we have sufficient
 expertise and capability to deliver efficient and effective advice on the areas
 mentioned in the scope of work and we have in-house capability to take up

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assignment on our own. The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the Bank finds our averments are not true and are incorrect, the Bank can initiate necessary action against us, as deemed fit.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

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Date: 26/12/2025

ANNEXURE-XVII
Bidder Information

1	Name of the Bidder (Specify constitution – Partnership /Firm/Company / Trust / Society / LLP etc (documentary proof is to be submitted)		
2	Address and contact details of the Institution/ Organization in India		
3	Name of the authorized person(s) / partner(s) / Director(s) associated with the program		
4	Contact Telephone Number (Landline and Mobile) and e-mail id of the authorized person		
5	Date of Establishment/ Incorporation		
6	Total number of offices in India / World wide		
7	Number of years of experience in Learning & Development Revamp Projects		
8	Number of Learning & Development Revamp Projects in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of Regulators of BFSI sector with whom similar assignments have been undertaken (duration >= 12 months)		
9	Number of professional staffs on the payroll of the bidder <ul style="list-style-type: none"> • Global • India 		
10	Out of S.N. 10. Above Number of professional staffs having experience of developing / delivering Learning & Development Revamp Project		
11	Brief particulars of experience of the bidder in Learning & Development Revamp Projects Program similar to the proposed program.		
	Name of Organisation for whom services rendered	Year	Type of courses offered
			Duration of Assignment

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XVIII **Projects/Programs Dropped without Completion**

Use the format below to provide information about programmes for which Bidder Institution/Organization/ Firm was legally contracted for carrying out Learning & Development Revamp Projects and which were dropped without completion. Please mention more than one assignment under the same client, if required. (Use separate sheet for each client)

1.	Name of the client/description of the client	
2.	Description of the assignment:	
3.	Duration of the assignment (in months) as per the agreement:	
4.	Start date:	
5.	End date/Date on which the project/program was dropped	
6.	Contact details of the client:	
7.	Reasons for non-completion / dropping:	
8.	Any other relevant information:	

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

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ANNEXURE-XIX **Proposed Team Profiles**

The profile of each individual Team Member who would lead this assignment of “Learning & Development Revamp Project” may be provided in the format given below:

1.	Name of the Executive / Consultant	
2.	Designation	
3.	Nationality	
4.	Years of experience in the present Firm/Company	
5.	Total years of experience in similar Learning & Development Revamp Projects	
6.	Educational & Professional Qualifications (including certifications, if any)	
7.	Language Proficiency	
8.	Areas of expertise	
9.	Brief details of experience in similar engagements	
10.	Role in the proposed programme	

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

(Note: This annexure must be filled up in respect of all the team members who will be directly associated with Indian Bank for the project. Kindly attach separate sheet for each team member. Profile to be supported with copy of pay roll/evidence of their association with the bidder)

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ANNEXURE-XX **Staffing Schedule**

Staffing schedule for the first batch of the program (duration of 12 months) of the project should be detailed in the format given below:

Particulars	Phase			
	1	2	3	4
Names of the Project Manager and key team members with time allocation				
Number of staffs to be deployed full time on site				

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

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ANNEXURE-XXI

Format for Curriculum Vitae (CV) of the Professionals to be involved in the Learning and Development Revamp Project

Use the format below to provide information on key people that will lead and work on the programme.

Name of the Personnel:	
Name of the Firm:	
Current Position in the firm:	
Education Qualifications (Technical and Academic with year of passing):	
Areas of expertise & Period of experience:	
Work undertaken that best illustrates capability To handle the tasks assigned:	
Role of the member: (Team Leader, expert, team manager, member, researcher, Faculty etc.)	

Detailed Tasks Assigned (Past 5 years):

(Giving a brief outline of person's experience and training most pertinent to task on assignment. Describe degree of responsibility held by the person on relevant previous assignments and give dates and locations).

Employment Record:

(Starting with present position, list in reverse order)

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

Ref: GEM/2025/B/7045095

Date: 26/12/2025

ANNEXURE-XXII **KNOW YOUR EMPLOYEE**

(Bidder has to submit Undertaking on the company/firm letter head as per format given below).

1. We..... (name of the institute / firm / company) hereby confirm that all the Resource (both on-site and off-site) deployed / to be deployed on Bank's project for.....(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for (Name of the RFP)."

Signature of Competent Authority with firm/ company's seal/stamp.....

Name of Competent Authority

Company / Organization

Designation within Company / Organization.....

Date

Name of Authorized Representative

Designation of Authorized Representative.....

Signature of Authorized Representative

Verified above signature

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

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ANNEXURE-XXIII
Compliance to RFP Terms & Conditions
(To be submitted by all Bidders' on their letter head)

S. N.	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction and Purpose	
2	Invitation of Tender Bids	
3	Confidentiality	
4	Information Provided in RFP	
5	Evaluation of Offers	
6	Errors and Omissions	
7	Acceptance of Terms	
8	Costs Borne by the Respondents	
9	Integrity Pact (IP)	
10	RFP Response Terms	
11	Lodgment of RFP Response	
12	Cost of RFP	
13	Language of Bid	
14	Amendments of Bidding Documents	
15	Authorization to Bid	
16	Two-Part Bid	
17	Technical Bid	
18	Commercial Bid	
19	RFP Clarifications	
20	Rejection of Bid	
21	Online Pre-Bid Meeting	
22	RFP Closing Date	
23	Submission of Bid	
24	Bid Security / Earnest Money Deposit (EMD) / Bid Security Declaration	

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25	Bid Validity Period	
26	Modifications and Withdrawals of Bids	
27	Formats of Bids	
28	Notifications	
29	Process & Time Frame	
30	Contract Period / Project Validity	
31	Other Terms and Conditions of RFP	
32	Term of Assignment	
33	Adherence to Terms and Conditions	
34	Execution of Service Level Agreement (SLA), Non- Disclosure Agreement (NDA), Indemnity Bond and Certificate of Originality	
35	Capability to take up Assignment	
36	Work Space / Staff Members required	
37	Substitution of key staff identified for the assignment	
38	Single Point of Contact	
39	Adherence to Standards	
40	Payment Terms	
41	Charges Terms	
42	Penalty and Liquidated Damages	
43	Professionalism	
44	Force Majeure	
45	Authorized Signatory	
46	Applicable Law and Jurisdiction of Court	
47	Indemnity	
48	Right to Reject Bids	
49	Assignment	
50	No Employer-Employee Relationship	
51	Vicarious Liability	

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52	Cancellation of Contract and Compensation	
53	Conflict of Interest	
54	Dispute Resolution	
55	Representations and Warranties	
56	Termination of Contract	

Signature of Authorized Official:

Name and Designation with Office Seal:

Place:

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Date: 26/12/2025

ANNEXURE-XXIV

Letter of Authorization for Submission of Response

To,
General Manager – HRM/HRD and HR Strategy
CO:HRM, Indian Bank, Corporate Office,
HRM Department,
254 – 260 Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014

Date

Dear Sirs,

Sub: Request for Proposal for Appointment of Consultant for Learning and Development Revamp

Ref: Your RFP No. GEM/2025/B/7045095 dated 26/12/2025

Mr./Ms..... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority

(Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.

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ANNEXURE- XXV
Profile of Proposed Team Leader and Core team members

Ref: RFP No. GEM/2025/B/7045095 dated 26/12/2025

Profile of Proposed Team Leader and Core team members (separately for each)		
Name		
Present Designation		
Qualifications		
Nationality		
Years in the firm & Total Work experience		
Language proficiency		
Areas of expertise relevant to the RFP (Relevant experience, project name, client name, role in the project, team size, project outcome etc.)		
Name of the Project		
Name of the Client		
Role in the proposed assignment		
Team Size of the Project		
Tasks assigned		
Outcome of the Project		
Working - Onsite/ offsite and % time allocation	Man hour	
	Onsite (%age)	Offsite (%age)

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of Authorized Signatory Name:

Designation:

Seal :

Date:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished

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Date: 26/12/2025

ANNEXURE-XXVI
UNDERTAKING FOR LABOR LAWS COMPLIANCE
(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING /
CERTIFICATE ON ITS LETTERHEAD)

To,
General Manager – HRM/HRD and HR Strategy
CO:HRM , Indian Bank, Corporate Office,
254 – 260 Avvai
Shanmugam Salai,
Royapettah, Chennai – 600
014.

Date

Dear Sirs,

Sub: Request for Proposal for Appointment of Consultant for Learning and Development Revamp.

Ref: Your RFP No. GEM/2025/B/7045095 dated **26/12/2025**

We, M/sundertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the date of this undertaking and will ensure compliance for the contracted period (also in case of enhancement of the same).

Yours faithfully,

Signature of Authorized Signatory

Name:

Designation:

E mail:

Mobile No:

Date:

Seal: