

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024



**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF EXTERNAL PREMIER INSTITUTION/ CONSULTANT/ FIRM FOR
CONDUCTING COMPREHENSIVE LEADERSHIP DEVELOPMENT PROGRAM**

RFP Reference No.	GEM/2024/B/5031841
RFP Issuance Date	10.06.2024
Last Date of request for Queries/ Clarifications	18.06.2024 by 05:00 PM
Date and time of Pre-Bid Meeting	20.06.2024 at 03:00 PM
Last Date for receipt of bids	10.07.2024 at 03:00 PM
Date and time of opening technical bids	10.07.2024 at 03:30 PM

Issued by:

Indian Bank,
Human Resource Development (HRD) Department,
Third Floor, IMAGE Campus
3, Thandavarayan Street, MRC Nagar, Raja Annamalaipuram,
Chennai – 600 028.

Phone: 044 – 2495 5607 / 2495 5614

Email : Srinivas.pati@indianbank.co.in and cohrdd@indianbank.co.in

Website: <https://www.indianbank.in>

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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)	10.06.2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	18.06.2024 by 05:00 PM IST Format for seeking clarification is enclosed as Annexure-X
3	Pre-bid Meeting Date and Venue Details	20.06.2024 at 03:00 PM IST through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at srinivas.pati@indianbank.co.in and cohrdd@indianbank.co.in on or before 18.06.2024 by 05:00 PM. Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	10.07.2024 at 03:00 PM IST for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 8 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Shri Srinivas Pati Assistant General Manager (HRD) Indian Bank Human Resources Development (HRD) Department Third Floor , IMAGE Campus 3, Thandavarayan Street, MRC Nagar, Raja Annamalaipuram,

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		Chennai – 600 028
5	Eligibility cum Technical Bid Opening Date	10.07.2024 at 03:30 PM IST.
6	Date, time and venue of presentation by the bidders satisfying Eligibility Criteria prescribed in para 9.1 of Section II of this RFP	Shall be intimated separately by the Bank through email.
7	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. The documents listed below in Sl.No 8 only to be submitted in offline physical mode.
8	Documents to be submitted physically by Bidders (Offline Mode)	<ol style="list-style-type: none"> 1. Bid Security (EMD) for Amount as in Sl. No 10 to be submitted in the form of DD / Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of “Indian Bank” payable at Chennai. BG should be valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, with additional claim period of 45 days over and above 180 days (in the format provided at annexure XIV) (or) Fund transfer to be made in the account as detailed at Sl. No. 10 below. 2. Pre-Contract Integrity Pact (on Non-Judicial Stamp Paper)

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9	RFP Coordinator	Shri Srinivas Pati Assistant General Manager (HRD) Indian Bank Human Resources Development (HRD) Department Third Floor , IMAGE Campus 3, Thandavarayan Street, MRC Nagar, Raja Annamalaipuram, Chennai – 600 028 Phone: 044 – 2495 5607 / 2495 5614 Email: srinivas.pati@indianbank.co.in and cohrdd@indianbank.co.in
10	Earnest Money Deposit (EMD) in INR	Rs.25,00,000/- (Rupees Twenty-five lakh only) in the form of Fund transfer / Bank Guarantee issued by any Nationalized bank / Scheduled Commercial Bank in India (other than Indian Bank) favouring “Indian Bank” payable at Chennai. BG should be valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, with additional claim period of 45 days from the last date for submission of the Bid (or) Fund transfer to be made in the account Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour

The RFP document can also be downloaded from:

**Bank’s website: <https://www.indianbank.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.

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- 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. 8 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 only technically qualified bidders will be called for opening of commercial bids.
1. Bidders should enrol/ 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.
- III. 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 or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise

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- IV. The RFP document (along with addendums, if any) needs to be signed and stamped on every page 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).

This RFP is issued by:

General Manager (HRD/HR Strategy),
Indian Bank
Human Resources Development (HRD) Department
Third Floor , IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028
Phone: 044 – 2495 5607 / 2495 5614
Email : cohrdd@indianbank.co.in
Website: www.indianbank.in

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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 centres/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:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	GOI	Government of India
2	RBI	Reserve Bank of India

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3	IBA	Indian Banks' Association
4	GFR	General Financial Rules
5	POA	Power of Attorney
6	IMPS	Immediate Payment Service
7	NEFT	National Electronic Funds Transfer
8	RTGS	Real Time Gross Settlement
9	CTS	Cheque Truncation System
10	IEM	Independent External Monitor
11	DPIIT	Department for Promotion of Industry and Internal Trade
12	MSE	Micro and Small Enterprises
13	MSME	Micro, Small & Medium Enterprises
14	LLP	Limited Liability Partnership
15	EMD	Earnest Money Deposit
16	SOW	Scope of Work
17	PBG	Performance Bank Guarantee
18	GST	Goods and Services Tax
19	SWIFT	Society for Worldwide Interbank Financial Telecommunications
20	WTS	Weighted Technical Score
21	WCS	Weighted Commercial Score

Any term used in this document and not specifically defined herein will have the same meaning as provided in relevant RBI regulations and/ or RBI/IBA guidelines and in case of any dispute the decision of the Bank shall be final and binding.

Confidentiality:

*This document is meant for the specific use by the Bidder/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 to strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s do hereby undertake that they shall hold the information received by them under this RFP process or 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 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 this document or obtained from the Bank during course of RFP process, and liable to be prosecuted by the Bank in the event such breach of confidentiality obligation 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 under the terms and conditions set out in this RFP document and shall also be subject to all other terms and conditions to which such information is generally made available. 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 investigation 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 may 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 about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them

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to participate in this RFP process 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. 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, could / may 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 Request for Proposal (RFP) for identification of a Bidder (Service Provider) for “Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.”

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the bidders participated in this RFP.

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 GeM portal or from the Bank’s website www.indianbank.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 115 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.

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

The Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Pudukai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

The Bank has been pioneer in developing many digital products and received many awards on digital front.

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

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➤ Empower and engage our employee

As on 31st December 2023, Bank's total Global business reached Rs.11.63 Lakh Cr. consisting of Deposits at Rs.₹6.54 Lakh Cr and Advances at Rs.5.09 Lakh Cr. As on 31st December 2023 Bank has Pan-India network with 21,676 touch points including 5,835 Brick & Mortar branches including 3 DBUs, 4,899 ATMs / BNAs and 10,942 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 optimisation and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

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 / face id login.

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 is in the process of implementation of Digital Banking Omni Channel Platform (Mobile Banking/Internet Banking) and Digital Lending Platform.

For further details, please visit Bank's website www.indianbank.in

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SECTION – I

REQUEST FOR PROPOSAL (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai. Bank has Pan-India network with 21,676 touch points including 5,835 brick & mortar branches including 3 DBUs, 1IBU, 4899 ATMs/BNAs, 10942 Business Correspondents and serves over 100 million customers. The Bank has its foot print overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo. As on 31st December 2023, Bank's total Global business reached Rs.11.63 Lakh Cr. consisting of Deposits at Rs. ₹6.54Lakh Cr and Advances at Rs.5.09 Lakh Cr.

Bank's Information Systems and Security processes are certified with ISO27001:2013 standard and is among very few Banks certified worldwide. It has overseas branches in Colombo, Singapore including a Foreign Currency Banking Unit at Colombo and Jaffna and an offshore banking unit in Gift City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country.

The Bank is interested in Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program

Interested eligible bidders may submit their quotation for Providing Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program as specified in Part-I as per the following procedure:

1. Bidders should Apply Online through GeM Portal only. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.
3. **Part-II** – Commercial along with price break up details to be submitted separately along with the bid documentation (Closed bidding process). After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.

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4. Part-I (as per Section-V - Technical & Functional Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in point 8 of Schedule A. 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 quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any terms and conditions 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 vendor.
5. Bank has the right to accept or reject any quotation/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.
6. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The bidder should be MSE for the service being asked in the RFP to claim the MSE benefits. The bidders to submit declaration for claiming MSE Benefits as per Annexure-VII along with documentary proof for being MSE.
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

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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”. Undertaking is to be submitted as in Annexure-VIII.

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder” (including the term 'tenderer', 'consultant' 'vendor' or '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

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

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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.

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

9. **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

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and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment/clarification (if any). 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.

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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. Bidders have to submit Bidder Information as in Annexure -XVI

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/Video Conference/ Skype/ Web-ex on the date as mentioned in Schedule A. 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.

The Bidder is requested to submit any queries/clarifications to the Bank to the email ids **srinivas.pati@indianbank.co.in** and **cohrdd@indianbank.co.in** on or before the date as mentioned in Schedule A in the format as in ANNEXURE-X with subject Pre-Bid Query for Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

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://www.indianbank.in> and GeM portal and informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

- 3.1 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).

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3.2 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 <https://www.indianbank.in> and in the and GeM portal and will form part of the Bidding document.

3.3 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.

5. Commercial Bid

1. The Bank will open commercial bids only after a notice is given to the technically qualified bidders on the basis of evaluation of Part-I of the Bid (Technical evaluation). The price submitted by Bidders in GeM portal will be treated as the final offer of that bidder and bid will be evaluated accordingly.
2. The calling for quote does not confer any right on a bidder for being awarded any Work order.

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.

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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 certain information are 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 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-XIV) for a sum as mentioned in Schedule A and valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, favoring Indian Bank with additional claim period of 45 days. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

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. Bidders to submit Bid Security letter as in Annexure -XIII.

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 Work order, or fails or refuses to furnish performance security.

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EMD of Unsuccessful Bidders shall be returned within 2 weeks after finalizing decision of the bid. Unsuccessful Bidders should submit the Bid Security Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure XIII.

In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

In addition, bidder has to submit Annexure VII in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid. However, the waiver is only for EMD, if such bidder is successful then Bid Guarantee as per RFP document shall be submitted.

8. Evaluation Criteria

Bid evaluation methodology that Indian Bank is adopting is given below:

Bank will follow a techno-commercial selection process to ensure selection of the most suitable Premier Institution/ Consultant/ Firm. While the technical evaluation score will carry a weightage of 80%, the commercial bid of technically shortlisted bidders will be given a weightage of 20%.

- 8.1 Bank will shortlist the Bidders for selection based on evaluation by a Committee of the Bank. The shortlisting will be based on various parameters as per the terms of the RFP documents, responses, presentation, referrals, past experience, etc.
- 8.2 Setting of evaluation criteria for selection processes shall be entirely at the discretion of the Bank. The decision of the Bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 8.3 The Bank may, at its discretion, waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever necessary, observations on such minor issues (as mentioned above) may be conveyed to the Bidder, asking them to respond by a specified date also

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mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected

8.4 Any deviation, reservation or omission shall be considered as material deviation that:

- 8.4.1 Affect, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;
- 8.4.2 Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the Bidder's obligations under the contract;
- 8.4.3 If rectified, would unfairly affect the competitive position of other Bidders quoting substantially responsive bids.
- 8.4.4 All Bidders will be required to give presentation of their proposal clearly demonstrating plan & its implementation. Failure of a Bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. The duration of the presentation shall be informed on the day of presentation which excludes time for queries and interaction. Giving mere presentation should not be considered as being qualified/shortlisted for further process. In this regard, Bank's decision will be final and binding on all Bidders.

8.5 The presentation should broadly include, but not be restricted to, the areas specified as follows:

8.5.1 Profile of the Organization/Platform

- 8.5.1.1 Brief history
- 8.5.1.2 Vision & Mission statement
- 8.5.1.3 Specialization of the Bidder in the domain areas specified by the Bank

8.5.2 Prior assignments related to Bank's scope of work completed in BFSI

- 8.5.2.1 Nature and scope of work of such assignments

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- 8.5.2.2 Impact of results on the concerned organization (business/ profit/ Qualitative changes etc)
- 8.5.2.3 Industry-wide benchmarks established through these assignments
- 8.5.3 Understanding of the Scope
 - 8.5.3.1 Key deliverables outcomes and delivery strategies
 - 8.5.3.2 Proposed solutions & any other innovative idea feasible in the Bank's context
 - 8.5.3.3 Full-time and technically suitable resources to be deployed for the assignment
 - 8.5.3.4 Plan of Execution & strategies for timely implementation of the changes
 - 8.5.3.5 Cost-benefit analysis of the proposed changes and
 - 8.5.3.6 Transition strategy to sustain the initiatives by the Bank's resources
- 8.6 The bidders must ensure that the details sought in the all Annexures as specified in the RFP are fully covered. The bidders may share any other information or highlight their key achievements related to the scope of work.
- 8.7 Presentation should be made by the employee on the rolls of the respective bidder and no hiring of outsider for presentation will be allowed.
- 8.8 The bidder is expected to substantiate / validate the achievements / recognition through relevant data / documentary evidence.
 - 8.8.1 As part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all the terms and conditions of the bidding document without material deviation.
 - 8.8.2 Bids which do not fulfil the eligibility criteria / conditions relating to Bidders' credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.
 - 8.8.3 Bank may, during the process of technical evaluation, call for any clarifications/ additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional

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particulars sought are not submitted within the specified date and time.

- 8.8.4 Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

9. Eligibility Criteria

Bank is looking for eligible bidders for Selection of External Premier Institution/ Consultant/ Firm for Conducting Comprehensive Leadership Development Program, Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

Eligibility Criteria and Selection Procedure

Eligibility Criteria

- 9.1 Bank desires to engage the services of suitable external premier institution/ consultant/ Firm who possess the requisite experience, resources and knowledge handling assignments as defined in the Broad Scope of Work as mentioned in Section III of this document. The Bidder should meet the following eligibility criteria
- 9.2 The bidder should be an organization (Premier Institution / NAAC accredited institution (A+ & A++ during 2023-24)/ 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 the 10 years and above in India as on date of issuance of RFP.
- 9.3 The bidder should be registered for GST. (GST Registration Certificate required).
- 9.4 The bidder should have minimum average annual turnover of Rs. 25 crores during the last three financial years, ending 31st March of the mentioned financial year i.e. (FY 2020-21, FY 2021-22 & FY 2022-23). The Bidder should be profitable / increase in capital / corpus fund throughout during the above-

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mentioned period and should be having positive networth. Details to be submitted in Annexure-XII.

- 9.5 The business of the bidder should include providing leadership advisory/ assessment/ development/ delivery services at the level of executives or key management personnel.
- 9.6 In case of the Bidder is a Premier institution, it should either be in the list of top 10 academic institutions in India as per ranking for management schools 2023 by NIRF, Ministry of Human Resources and Development, Govt of India or in the top 100 of the latest ranking for MBA 2024 by Financial Times.
- 9.7 The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/ development and delivery of programs for Senior and Key Managerial positions in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India during the last 5 years.
- 9.8 The bidder should have also been engaged in similar program in any PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of BFSI sector in India during the last 5 years. Due weightage will be given if similar leadership development program is conducted for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India as shown in the technical evaluation sheet (Annexure XIII).
- 9.9 The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successfully completed at least five similar programs for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India. Due weightage will be given if at least one such organization is a PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of Regulators of BFSI sector during the last 5 years as shown in the technical evaluation sheet (Annexure XIII).
- 9.10 The Bidder should have in-house capability to take up the assignment on their own. Joint or collative bids will not be accepted. However, over and above their own staff on roll, the Selected Bidder may engage Subject Matter Experts/ Professionals/ Academicians/ Industry Advisors etc. to handle the project related work, and such experts should be available till conclusion of the Bank's project. Bidder to produce the details of such people to be engaged along with relevant evidence as per the annexures to this RFP.

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- 9.11 The bidder's organization should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank, both present and those who have retired in the last one year (Annexure XV) .
- 9.12 The bidder shall give an undertaking (on their letter head), as per Annexure-II, that they have not been blacklisted by any Govt. / Regulatory bodies in India / globally including entities such as Financial Institutions / Banks / NBFC/ PSUs. In case, in the past, the name of their Company was blacklisted by any Govt. / Regulatory bodies in India / globally including entities such as Financial Institutions / Banks / NBFC / PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.
- 9.13 The Bidder should not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the services under the subject assignment (Annexure XV).
- 9.14 Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, audited balance sheet, P&L account statement, GST returns, purchase order/ work orders & acceptance letters, engagement letters/agreements, work experience certificate (Annexure XI), testimonials, etc. The documents are required to be signed by the authorized signatory of the company with the official seal/stamp. Bidders are not barred from producing any additional evidences or testimonials other than the ones asked for in this RFP which may be relevant to the project.
- 9.15 The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all Annexures, Addendum and Corrigendum based on the requirements, specifications, terms and conditions laid down in this RFP. Bidder to submit the letter as per format provided in Annexure XXIII of the RFP along with the bid.
- 9.16 The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the proposal. The bidder should enclose documentary proof in support of all eligibility criteria while submitting the Technical Proposal (An per Annexure-IX), failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the

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number of credentials bidder can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas.

9.17 The proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.

9.18 To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted.

9.19 The Bank reserves the right to:

- Ascertain information from the banks and other institutions to which the applicant has rendered its services for execution of similar projects. Such feedbacks from high ranking officials would also form part of the selection process and any strong adverse comment/ action about product or service would make the bidder ineligible for further assessment/ processing.
- Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the applicants to this document and Bank will not entertain any correspondence in this regard. The Bank, at its discretion, may reject the proposal of the applicant, without giving any reason whatsoever, if in the Bank's opinion the bidder could not present or demonstrate the proposed solution as described in the proposal.

10. General Evaluation Criteria

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 80% and 20% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder.

During Technical Evaluation the score of the Bidders will not be shared.

In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the Bank as per the following procedure:

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The marks obtained in Technical Evaluation will be given a weightage of 80% which will be termed as “**Weighted Technical Score**” (WTS) and shall be arrived at as under:

Weighted Technical Score (WTS): $(T/T1) * 80$

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

If sufficient numbers of bidders do not qualify the cut off score, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

In the second phase of evaluation, Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids commercial evaluation & verification of the commercial bids will be done by the Bank.

The marks obtained in Commercial Evaluation will be given a weightage of 20% which will be termed as “**Weighted Commercial Score**” (WCS) and shall be arrived at as under:

Weighted Commercial Score (WCS): $(L1/C) * 20$

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

A combined score is arrived at by adding Weighted Technical Score and Weighted Commercial Score. The Successful Bidder will be the one who has the highest Combined Score (H), up to 2 decimals.

Formula for calculating the Combined Score of technically qualified bidders is as follows:

$$H = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Whereas: H = Combined Score

T= Technical Score ; T High = Highest Technical Score among

the bidders C = Commercial Quote; C Low = Lowest commercial

quote among the bidders *Example:*

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Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR(C)	Weighted Technical Score	Weighted Commercial Score	Combined Score (out of 100) (H)
A	95	71	$95/95 \times 80 = 80.00$	$60/71 \times 20 = 16.90$	$80.0 + 16.9 = 96.90$ (H-1)
B	85	65	$85/95 \times 80 = 71.58$	$60/65 \times 20 = 18.46$	$71.6 + 18.5 = 90.04$ (H-2)
C	80	60	$80/95 \times 80 = 67.37$	$60/60 \times 20 = 20.00$	$67.4 + 20 = 87.37$ (H-3)

In the above example, Bidder A with highest score (H-1) becomes the Successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H-1).

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Banks decision on techno-commercial evaluation is FINAL.

11. Technical Evaluation Criteria

Bank will follow a techno-commercial selection process to ensure selection of the most suitable Premier Institution /consultant /Firm. While the technical evaluation score will carry a weightage of 80%, the commercial bid of technically shortlisted bidders will be given a weightage of 20%.

12. Technical Evaluation

The bids received in response of this RFP shall be evaluated by a committee of the Bank on the basis of Criteria as give below:

The cutoff date for the eligibility criteria as under is 31.03.2024.

S.N.	Criteria	Marks
1.	<u>Experience</u> Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India.	20

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	<p>Only programs with duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation.</p> <p>20 marks: 5 or more projects 15 marks: 3 or 4 projects 10 marks: 1 or 2 projects 0 marks: No projects</p>	
2.	<p><u>Profile of Individual Team Members:</u></p> <p>Project Director: Minimum 10 years of experience in the relevant field with minimum 02 ongoing / completed leadership development programs(LDP) with organization more than 10000 employees in the last 5 years.</p> <p>09 marks: 05 or more LDP 07 marks: 04 LDP 05 marks: 2 or 4 LDP 0 marks: Less than 2 LDP</p>	9
	<p>Project manager: Minimum 5 years of experience in the relevant field with minimum 01 ongoing / completed LDPs with organization more than 10000 employees the last 5 years.</p> <p>08 marks: 05 or more LDP 06 marks: 3 or 4 LDP 03 marks: 1 or 2 LDP 0 marks: Less than 1 LDP</p>	8
	<p>Faculty/Trainer (other than Subject Matter Expert / Professionals / Academicians / Industry Advisors): Minimum 3 years' experience in the field of imparting Leadership Training.</p> <p>08 marks: 05 or more years of experience 06 marks: 04 years of experience 03 marks: 03 years of experience 0 marks: Less than 3 years of experience</p> <p>Average years of experience of faculties/Trainer shall be considered for arriving at the final score</p>	8

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3.	Proposed methodology and approach	15
4.	Presentation of Proposal	
	Overall clarity and understanding of Bank's specific needs and objectives of the proposed program	12
	Alignment of presentation with the proposed work plan submitted and effectiveness of the presentation	10
	Orientation and focus towards deliverables & outcomes of the scope of the assignment	10
	Ability to answer queries in a comprehensive and informative way	3
5.	Bidder should have a leadership training facility of their own. 5 marks: if criteria met 0 marks: if criteria not met	5
Total		100

13. Commercial evaluation

Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be shortlisted for commercial evaluation.

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),

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correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.

- (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.

If the bidder does not accept the correction of errors, the bid will be rejected and EMD will be forfeited.

14. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to 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.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

15. Liabilities of the Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. 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.

16. 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

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proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

17. 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.

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SECTION – III

Broad Scope of Work – Selection of External Premier Institution/ Consultant/Firm for Conducting Comprehensive Leadership Development Program

PART A- OBJECTIVE AND SCOPE OF WORK

Bank proposes to engage an external Premier Institution/ Consultant/Firm having relevant experience and expertise for implementing Leadership Development Program for scale IV, V and VI.

Key objectives of the program:

- To improve the participants overall leadership effectiveness through structured inputs at multiple levels- Individual, Team, Business, Organization
- To equip leaders with the skills, mindset, and tools necessary to navigate change, lead transformation, and drive sustainable growth of the Bank. To develop awareness and oversight of the changes in the banking landscape, technology, economic and social environment. To build awareness, understanding and skills in digital and technology and its impact on Banking.
- To develop flexible leaders who can navigate business challenges, adapt and demonstrate resilience and strategic innovation to deliver organizational success. To develop their skills in building customer focused systems and develop a culture of collaboration and engagement.
- To improve participants' leadership capabilities, strategic thinking, communication, decision- making, and emotional intelligence skills.
- Fostering self-awareness and personal growth by recognizing self-strengths, weaknesses, values, biases enabling them to unleash their true potential and demonstrate the next level of leadership.

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- To develop team-building skills, conflict resolution strategies, and collaborative techniques that foster synergy and cohesion among team members.
- To establish strong linkages between leadership development (including behavioural competencies) and tangible business outcomes, enabling participants create positive impact in the growth story of the Bank.

Scope of Work and Deliverables:

The objective of the Leadership Development Program is to cultivate a cadre of skilled, ethical, and visionary leaders capable of driving organizational success, fostering innovation and positively impacting the Bank. A well-crafted Leadership Development Program seeks to cultivate a cadre of leaders capable of navigating challenges, driving innovation, and fostering positive change. By investing in leadership development, organizations not only unlock the potential of their individuals but also nurture a culture of excellence, resilience, and continuous improvement.

The proposed Leadership Development Program is to be conducted initially for a period of One year, with batches for a target group of 400 participants.

The scope involves four major phases to be undertaken for a period of One year:

S.N.	Phase	Details
1.	Leadership Assessment	<p>Assessment to ascertain the following:</p> <ol style="list-style-type: none"> 1. Present Leadership Capabilities of the incumbents 2. Leadership challenges 3. Skill Gaps

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2.	Design & Development	<ol style="list-style-type: none"> 1. To design & develop a comprehensive program for the 5 leadership pillars detailed further 2. Incorporate inputs from management discussions, incumbent assessments & IDPs
3.	Planning, Execution and Impact Assessment	<ol style="list-style-type: none"> 1. To create multidimensional learning journey to be delivered over a period of 1 year 2. To create mechanism to measure the impact of Learning & overall impact of the program ensuring continuous value creation.
4.	Capability Building & Knowledge Transfer	Capability building / knowledge transfer to be done through training & certification of identified faculty members by conducting Train-the-Trainer programs.

Phase 1- Leadership assessment

The first phase of the Leadership Development Program would be to understand the present leadership capabilities of the employees through a detailed Assessment & Development Centre (AC/DC), designed to measure the following:

- a) Present Leadership Capabilities of the individual
- b) Leadership challenges
- c) Leadership Skill Gap

The Assessment & Development Centre (AC/DC) outcomes may be used to arrive at a cohort level stacking of the incumbents for identified leadership competencies, as well as define the Individual Development Plan (IDP) for each incumbent.

The Assessment & Development Centre (AC/DC), may constitute of, but not limited to, the following elements & processes as recommended by the Bidder:

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1. Psychometric Assessments
2. Simulations, Case studies, in-basket exercises etc. & other relevant methodologies deemed relevant to make a comprehensive assessment
3. 360 degree feedback to assess the leadership feedback/ perception about the incumbent. The following steps to be undertaken to obtain 360 degree feedback:
 - a) Design, develop & deploy a 360-Degree feedback survey. This would include design and deployment of the survey on relevant leadership competencies in consultation with the Bank management, seeking feedback from identified responders of the Incumbent's ecosystem (Superiors, Peers & subordinates) to ensure a comprehensive assessment.
 - b) 360-Degree survey to be deployed on the Bank's in-house digital platform with clear identification of responders from the individual's ecosystem.
 - c) Collect and analyse the feedback data internally to provide comprehensive feedback reports to bank management on action items.
 - d) Personalized individual reports to be provided to each incumbent, clearly highlighting assessment approach, assessment results as competency wise scores, individual strengths, areas for improvement, and recommended development actions as an Individual Development Plan (IDP).
 - e) Ensure that all reports maintain confidentiality and comply with relevant data protection and privacy regulations.
 - f) Post assessment, to provide insights to management into the employees' strengths, areas for improvement, and their fit for leadership role.

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- g) Define mechanism for integration of 360-Degree data with existing Performance Management System (PMS).

The bidder is also expected to:

1. Highlight and recommend emerging trends, industry best practices, and advancements in leadership development to identify the competencies that will drive success in the future banking landscape
2. Conduct discussions/ interviews with management, HR representatives, leadership and employees to understand problem areas about current challenges and opportunities to gather insights on the desired leadership capabilities.
3. Identify the key behavioural attributes and skills required for individuals to succeed as a leader.
4. Conduct Psychometric / Cognitive Tests for identifying the target group of 400 participants through a detailed Assessment & Development Centre (AC/DC).

Phase 2- Design and Development

1. **Design & Scope:** The Leadership Development Program should be designed to address (but not limited to) the following leadership pillars:
 - a) Individual/ Personal Leadership
 - b) Building High Performing Teams
 - c) Business & Execution Excellence
 - d) Organizational Leadership
 - e) Digital & Future Skills

Leadership Pillars	Indicative scope & inclusions (not limited to)
Individual/ Personal Leadership	Executive Presence; Communication; Leadership skills; Influencing & Negotiation skills

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Build High Performing Teams	Performance management; Talent development; Conflict handling; Coaching skills
Business & Execution Excellence	Strategy & Innovation, Execution Excellence; Agile systems; Business Process re-engineering; Risk mitigation, Compliance & Ethics in governance
Organizational Leadership	Building a culture of Collaboration, Innovation & Customer centricity; Employee Engagement; Leading Change & Transformation
Digital & Future Skills	Digital transformation; Cyber Security, Fraud & forensics, Data awareness; ESG; Technology trends & opportunities in Banking – AI, ML, Robotics, Blockchain, Cloud etc.

Each of the above pillars may be covered in the learning journey through an appropriate mix of learning events such as:

- ILT – Instructor Led Training in classroom
- VILT – Virtual Instructor Led Training
- Industry expert session
- Asynchronous learning- digital modules; case studies; self-reading material etc.

The above recommended modules are deemed to be covered through a total of 12 learning days (not necessarily continuous) delivered via the ILT&VILT mode over 1 year for the maximum impact. ILT shall be of minimum of 6 learning days.

The Bidder will recommend the distribution of the planned learning days over the 1year duration, combining the other learning formats indicated above for maximum impact. The Bidder is invited to include any other learning event (in addition to the above) to make the process immersive and innovative.

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The Bidder will develop course content, session modules and other training deliverables including the training calendar, pre-read materials, format & mechanism for Instructor Led Training in classroom (ILT) and Virtual Instructor Led Training (VILT), reporting dash boards and other governance mechanisms to track progress of the batch wise learning journey.

Design and deliver various e-modules, publications, and other learning materials to support year round learning. Provide participants with access to relevant resources, articles, research, and case studies that enhance their leadership skills and industry knowledge. Ensure the availability of online forums or discussion boards to foster peer learning and knowledge exchange.

Bidder will be responsible for defining and implementing, all required learning reinforcements in course of the learning journey, post training follow ups and ensuring the effectiveness of application post training.

Selected Bidder will also be required to conduct pre & post session assessments to track progress and impact measurements.

Phase 3: Planning, execution & impact measurement

1. Technology Interface, Faculty & Customization:

Bidder will define the detailed requirements for technology interfaces to support the learning journey as per existing Peoplesoft Learning Management system used in Bank.

The Bidder will also identify, shortlist and onboard faculty resources, speakers and SMEs necessary for effective delivery of the project, in consultation with the Bank. This would include faculty, IT partners, coaches, subject matter experts etc.

Bidder will conduct fact gathering, customization meetings with identified and concerned officers from the Bank, to align the program to requirements and to the Bank's expectations before finalizing the program.

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2. Batch Size:

The Batch size for ILT, VILT and Industry Expert Session should be 30-35 participants, to ensure effectiveness. However the number per batch may vary and be changed by the Bank at its discretion.

3. Intellectual property (IP) transfer to Bank:

All material, content and frameworks developed for the LDP will be deemed to be transferred to Bank. The selected Bidder will transfer all IP rights and knowledge to the Bank for continuous usage of the content and materials even after the end of the project.

The Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

4. Coaching the Incumbents during the 12 month Learning Journey:

Coaching of the incumbents will be necessary to ensure development support through the 12 month learning journey. The coaching process should support the incumbents to work on their respective IDPs, address concerns and assist personal development. In order for the coaching to be effective, the Bidder will be required to also do the following:

- Schedule mutually agreed between Bank and selected bidder to Deliver 4 coaching sessions per participant, administered at 3-months interval for all identified 400 employees. Of the 4 sessions, minimum of 2 sessions to be 1-on-1 and balance may be group coaching in small groups of 3-4 participants to enable peer learning.

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- 1-on-1 coaching session- to support IDP work, project implementation, address personal challenges etc. Assign experienced and accredited coaches to provide personalized guidance, support, and feedback to the participants.
- Support the coaching process with associated logistics, including creation of goal sheets, action plan, coach reflection forms, and other modalities to ensure effective value delivery from the coaching program.
- Coaching sessions to be effectively integrated with remaining parts of the Leadership Development Program to drive maximum synergies.

5. Impact Measurement & Project Completion:

A. Impact measurement Metrics:

Bidder will identify and define the key parameters that would be influenced as an outcome of the LDP, for monitoring and tracking through the project time frame. This definition will have to be done at the project beginning in consultation with the Bank HR & business teams

This may need the following actions:

- i. Collaborate with Bank to identify Key Responsibility Areas (KRAs)/ metrics that can be influenced by improved leadership capabilities.
- ii. Track & analyze business parameters such as revenue growth, customer satisfaction, productivity, or any other relevant metrics to assess the program's impact on the organization.
- iii. Design the framework for assessment of the Return of Learning (ROL) & impact of program on the participants in terms of behavioural & business outcomes and submit report within three months on completion of the program.

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B. Project Completion:

Facilitate the completion of Projects as a part of the program (one individual project and one group project):

- i. Collaborate with the bank team to identify relevant and impactful topics for the projects.
- ii. Provide guidance and support to the participants in Project Selection, synopsis writing, conducting research, analysis, and generating insights for their projects within stipulated timelines, preferably after completion of the three classroom trainings.
- iii. Conducting Mid-Review to ensure smooth progression of the project and providing guidance, if required.
- iv. Facilitate the presentation of the capstone project findings before the committee of executives.
- v. Facilitate in assessment of feasibility of projects for implementation.

C. Implement a robust monitoring and evaluation framework to track the progress and effectiveness of LDP

- i. Collect and analyze data from participant feedback, outcome measurements, and assessment score comparisons by creating various templates in internal Platform of the Bank.
- ii. Administer assessments at the beginning of the program to establish a baseline score for each participant.
- iii. Conduct a second assessment after nine months of the program to measure the shift in scores and gauge the participants' progress in their leadership capabilities.
- iv. Compare the scores to determine the level of improvement and growth achieved by the participants.

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- v. Conduct a pulse check survey after every three months from start of any batch till its completion subject to the contract period of the program, to gauge the participants' satisfaction, engagement, and progress.
- vi. Use the insights obtained to identify areas of improvement, make program refinements, and ensure the program's alignment with Bank's goals and objectives.
- vii. Mutually agreed feedback form will be collected from the participants after phase wise completion in batches.
- viii. The progress and effectiveness of LDP shall be reviewed by the Bank's internal committees of Top/ Senior Executives at quarterly frequency based on the Quarterly Progress Report (QPR) submitted by the bidder.

Phase 4 – Capability Building & Knowledge Transfer

To take the Programme forward in coming years, bidder should prepare a framework for capability building and knowledge transfer to the Bank's internal Team.

1. **Train-the-Trainer:** Selected Bidder to arrange the training program for capability building under train the trainer program for minimum 20 designated/ identified faculty members/officers in the bank which in-turn can handle such program in future for internal trainings in the Bank. The Selected Bidder shall issue certificates to train-the-trainer participants.
2. **Knowledge Transfer:** Selected Bidder to transfer all content prepared as part of the Leadership Development Program to the bank for future usage in coordination with HRD Department. This includes course content, methodologies, e-modules, case studies, videos, reports, brochures etc. Bank shall have the right to use these contents for its training and research purpose in future without any Intellectual Property (IP) / Copyright infringement.
3. **Impactful Delivery:** Selected Bidder to facilitate the Bank Trainers for value creation through the leadership development program. This would include

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- information regarding the rationale for the leadership program and respective tools, the curriculum, content, logistics, impact of their performance and career growth etc.
4. **Measurement and Governance:** This involves the mechanisms to measure the efficiency and effectiveness of the leadership development program and the governance mechanisms that will ensure continuous value creation of the program.
 5. This entire journey of Leadership Development shall be concluded only after transfer of curriculum, content development, faculty upskilling and training, and other required capabilities to drive the program ahead.
 6. The Bank envisages the assignment to be overseen by experienced programme directors at senior level with expertise in relevant areas. The programme directors should have proper and adequate commitment for this exercise. The Bank will evaluate the technical bids with emphasis to the quality, commitment and composition of resources committed in various capacities.
 7. Bank shall have right to record in audio-visual format all sessions/ learning activities conducted under the program and this RFP is specifically to engage an external Premier Institution/ Consultant/Firm having relevant experience and expertise for conducting comprehensive Leadership Development Program for scale IV, V and VI Officers of Bank for a span of 12 months. This is beyond the scope of general training programs and shall be administered through HRD Department of the Bank.

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PART B: CONDITIONS OF CONTRACT

1) Period of Validity of Bids

Bids should remain valid for the period of 6 (Six) Calendar month 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

Bank will release the payment of the agreed Professional Fees to the selected Bidder after deduction of applicable taxes at source, for which contract will be executed by the Bank with the selected Bidder.

Payment will be released upon completion of Phases of Leadership Development program in the following manner

1. Phase 1-20% of Contract amount
2. Phase 2-40% of Contract amount
3. Phase 3-70% of the Contract amount
4. Phase 4-100% of the Contract amount

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Phased payment will be done only if feedback rating submitted by the trainees is more than or equal to 70 % in the feedback form mutually agreed between Bank and Selected bidder. If feedback rating is less than 70 %, 1(One) month curative period will be provided to the selected bidder to improve the rating. After completion of curative period, If improvement is not achieved, 25 % phased amount will be deducted as penalty. The bidder will raise invoice upon phase completion signoff from the Bank.

Selected Bidder has to execute Service Level Agreement (SLA). No advance payments will be made.

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 the Services to be provided by the Bidder;

If any such change occurs, Project Cost shall not exceed 10 % of actual project cost and Completion Time as mutually agreed between Bank and Selected Bidder, 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 successful bidder shall execute

- (a) a Service Level Agreement (SLA)/ Memorandum of Understanding (MOU), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank.

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(b) Non-disclosure Agreement (NDA) in the format provided by the bank. No changes will be entertained in respect of the NDA format and the bank will not be obliged to execute any agreement/document in this regard if required by the selected bidder. The costs and expenditure towards the execution of the same should be borne by the selected bidder. The selected bidder shall execute the SLA/ MOU and NDA within one month from the date of acceptance of Work Order. The SLA/work order shall be executed by the authorized signatory of the organization. A power of attorney or a valid authorization to that effect shall be submitted by the successful organization.

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.

Bidders may provide details of infrastructure at their premises for conduct of Leadership development program. Bank may choose to conduct part or full program at successful bidder premises based on its preference.

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

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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 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.

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 selected Bidder is expected to complete the entire period of assignment for 1st Batches within a period of 1 year, as mentioned in the scope of work (Section – IV), which inter- alia shall include the period of successful implementation of assignment and will commence from the date of agreement with the Bank. The date of agreement

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shall be treated as date of engagement and the completion of the assignment shall be worked out with reference to this date.

The Initial validity of this project is of 1 years with annual review and same can be extended for 2nd year subject to satisfactory performance of the selected bidder and annual review with the following conditions

- same / different participants
- same / different participant counts
- commercials price mutually agreed but not exceeding 15% of the present cost

If, in any case, it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the Performance Bank Guarantee.

8) Sub-Contracting

The successful bidder will not sub contract 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) 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 selected bidder at their cost.

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A certificate from Ministry of labour on payment of minimum wages and contribution of PF is to be submitted.

11) Liquidated Damages (LD)

- a. If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract, the Bank reserves the right to recover penalty @ 0.5% of the contract value per calendar week or part thereof, as Penalty for non-performance/delayed performance, with the total amount of penalty not exceeding 5% of the contract value. In case the total penalty exceeds the stipulated cap mentioned above, the balance amount payable to the selected Bidder shall be forfeited. For the purpose of this, delay at each / any of the stages of the project, beyond two weeks, shall be subject to penalty.
- b. Notwithstanding what so ever stated in para SLA, if the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder inter-alia by invoking the performance guarantee.
- c. The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.

12) 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.

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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.

13) Performance Security

- a. Within 15 days of issue of Work Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 05 % of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank (other than Indian Bank) located in India, valid for 1 (One) year with further 03 (Three) month 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.
- b. 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.
- c. 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 and sign off from the Bank under the Contract.
- d. 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 and forfeiture of the bid security, in which event the Bank may call for new bids

14) Limitation of Liability

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, 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.

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This limit shall not apply to third party claims for

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

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.

15) 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 Selected Bidder shall indemnify the Bank and keep it indemnified on that behalf.

16) 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.

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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.

17) Patent Rights

The Selected Bidder 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 Successful bidder shall act expeditiously to extinguish such claims. If the Successful bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, they 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.

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18) IT Act 2000

The equipment's 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 guidelines issued from time to time.

19) Intellectual Property Rights (IPR)

The successful bidder shall retain the intellectual property 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 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 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

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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 or distributors.

20) Acceptance of Service Order

Acceptance of service order should be submitted within 15 days of issuance of service order along-with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of service order or the service order issued to the successful bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

21) Signing of Contract Form, NDA, SLA and Submission of Proof of Source Code Audit

Within thirty (30) days from the date of service Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VI)

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and Service Level Agreement and return it to the Bank. Pre-Contract Integrity Pact (Annexure-V) executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

22) Settlement of Disputes

- a. 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.
- b. 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 bidder 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.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Bank and successful bidder 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 Purchaser 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 Indian Banks' Association, India which shall be final and binding on the parties.

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- 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 Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association 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. 10 million 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, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,
- the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - 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.

23) 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

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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.

24) Termination for Convenience

The Bank, by 90 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.

25) Termination for Default

1. The Bank, without prejudice to any other remedy for breach of contract, by 90 days written notice of default sent to the Selected Bidder, may terminate this Contract in whole or in part:
 - if the successful bidder fails to deliver any or all of the 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.
 - 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.
2. The Bank, without prejudice to any other remedy for breach of contract, immediately by written notice of default sent to the Selected Bidder, may suspend this Contract in whole or in part:
 - 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 within or outside Indian Bank. Bank will suspend the program until

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completion of trial. If program is extended, no additional cost will be paid by Bank for the extended period and the bidder will increase the Performance Bank Guarantee period as per extended period at their own cost.

‘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 bidder shall continue performance of the Contract to the extent not terminated.

26) 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 restricted to, acts of the Bank in its sovereign

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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 goods received or complete transition / handover to the in-coming Vendor / Service Provider.

27) 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.

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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.

28) 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 them 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. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

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29) 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, terms and condition as per contract between Bank and Selected Bidder shall be enforceable.

30) 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.

31) Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-V of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid till 6 months after the contract is awarded to the successful bidder.

Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-V. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.

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- Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Girraj Prasad Gupta, ICAS (Retd.)

Email: gpgupta1804@gmail.com

2. Shri. Arun Kumar Sharma

Email: sharmaak6@gmail.com

- Any Change in law / policy / circular relating to Pre-Contract Integrity Pact which vitiate the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.
- Parties signing Pre-Contract Integrity Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

32) Implementation of Services

The successful bidder shall provide all the services specified in the Scope of Work and Deliverables 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

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bidder will be notified accordingly and the successful bidder shall be under obligation to resolve the issue expeditiously to the satisfaction of the Bank.

33) 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.

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 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.

34) 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.

35) Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

36) Compliance with Statutory and Regulatory Provisions

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

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37) 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.
- 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.
- All the Annexures and bid documents are to be uploaded in PDF format, wherever applicable during the online bid submission before the final date & time as stipulated in Schedule A of this RFP.

38) GENERAL TERMS AND CONDITIONS

38.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

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- 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.
- vii. 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 and GeM portal.

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.

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38.2 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.
- 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. 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 (Annexure XV); 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.
- iv. 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.
- v. That all conditions precedent under the Contract has been complied by the bidder.

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- vi. 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 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.
- vii. 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/ shall be made.
- viii. 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.
- ix. 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.

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- x. 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.
- xi. 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.

38.3 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.

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- 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.
 - 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.

38.4 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

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be available under the agreement to the said Bidder for any payments receivable under and in accordance with that business.

38.5 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.

38.6 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.

38.7 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.

38.8 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

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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.

38.9 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. 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, 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.

38.10 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

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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 relevant to this tender.
- b) *(*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 e-tendering portal.

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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.

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.
- b) Pre-Contract Integrity Pact

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption from Cost of Bid document.

The bidder is requested to submit the original documents (as mentioned under point no. 8 of Schedule [A]) in a Sealed Envelope on or before date as in Point No 4 of Schedule [A] to the address mentioned under point no. 9 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "**Request for Proposal for Selection of External premier institution/ consultant/ firm for conducting comprehensive leadership development program.**" and the words '**DO NOT OPEN BEFORE (Date as in Point No 4 of Schedule [A])**'.

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SECTION-V

PART I - Technical and Functional Requirements

Date:

The Asst. General Manager
 Indian Bank
 Human Resources Development (HRD) Department
 Third Floor , IMAGE Campus
 3, Thandavarayan Street, MRC Nagar,
 Raja Annamalaipuram,
 Chennai – 600 028

Dear Sirs,

Sub: Request for Proposal for Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

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

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

TECHNICAL/ FUNCTIONAL SPECIFICATIONS:

The detailed technical requirement with marking scheme for each of the feature is as follows:

1.	<p><u>Experience</u> Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India. Only programs with duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation.</p>	20
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	<p>20 marks: 5 or more projects 15 marks: 3 or 4 projects 10 marks: 1 or 2 projects 0 marks: No projects</p>	
2.	<u>Profile of Individual Team Members:</u>	
	<p>Project Director: Minimum 10 years of experience in the relevant field with minimum 02 ongoing / completed leadership development programs(LDP) with organization more than 10000 employees in the last 5 years.</p> <p>09 marks: 02 or more LDP 05 marks: 01 LDP 0 marks: No LDP</p>	9
	<p>Project manager: Minimum 5 years of experience in the relevant field with minimum 01 ongoing / completed LDPs with organization more than 10000 employees the last 5 years.</p> <p>08 marks: 05 or more LDP 06 marks: 3-4 LDP 03 marks: 1-2 LDP 0 marks: Less than 1 LDP</p>	8
	<p>Faculty/Trainer (other than Subject Matter Expert / Professionals / Academicians / Industry Advisors): Relevant experience in the field of imparting Leadership Development Training.</p> <p>For each program 2 marks with maximum of 8 marks Average years of experience of faculties/Trainer shall be considered for arriving at the final score</p>	8
3.	Proposed methodology and approach	15
4.	Presentation of Proposal	
	Overall clarity and understanding of Bank's specific needs and objectives of the proposed program	12
	Alignment of presentation with the proposed work plan submitted and effectiveness of the presentation	10

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	Orientation and focus towards deliverables & outcomes of the scope of the assignment	10
	Ability to answer queries in a comprehensive and informative way	3
5.	Bidder should have a leadership training facility of their own. 5 marks: if criteria met 0 marks: if criteria not met	5
Total		100

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document.

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

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

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Date: 10/06/2024

PART – II
Commercial Bid

(Price bid along with Breakup to be submitted with Technical Bid in a separate envelope)

Date:

To
The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor, IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

Dear Sir,

Sub: Request for Proposal for Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

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

We submit hereunder the price breakup details for procurement of Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program as per the specifications.

Price Schedule

In gem price is to be quoted inclusive of taxes, hence commercial bid is to be taken with base price as well as applicable tax

<i>(Amount in Ruppee & Inclusive of Taxes)</i>				
S.N.	Target Group	Cost Per Participant in INR* (Inclusive of all components) (A)	Proposed no. of Participants (B)	Total Cost in INR (C) = A X B
1.	(Scale IV , V & VI)		400	
2.	TOTAL COST			

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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.

Total Cost stated above for the entire contract period (inclusive of all applicable taxes, use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights, all associated fees of usage of services, payment of honorarium to SMEs/ domain experts etc), is Rs. (in figures) Rupees (in words).

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:

E-mail ID:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

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

Date: _____

To

The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor, IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

Dear Sirs,

Sub: Request for Proposal for Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

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

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct Comprehensive Leadership Development Program, in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule as specified in Scope of Work.

If our bid is accepted, we will obtain the Guarantee of a Bank for an amount of Rs (..... only) for the due performance of the Contract, in the form prescribed by the Bank.



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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.

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

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Date: 10/06/2024

ANNEXURE-II

Self-Declaration – Blacklisting

The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor , IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

Dear Sir,

**Sub: Request for Proposal for Selection of external premier institution/ consultant/
firm for conducting comprehensive Leadership Development Program.**

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

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Seal of the Institute / Organization:

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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 Bidder) having its Registered Office at (City and Country of Bidder) (hereinafter called “the bidder”) 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. GEM/2024/B/5031841 dated 10/06/2024 for (Brief Description of Goods and Services) 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 Scope of Works;
 - (c) the Conditions of Contract;
 - (d) the Purchaser’s Notification of Award/Purchase/Work Order.
 - (e) 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.
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

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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 services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of services

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: 10/06/2024

ANNEXURE-IV

Performance Security Format

Bank Guarantee No.

Date:

To:

The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor , IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

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.



Human Resource Development (HRD) Department,
Third Floor, IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028.

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

Signature of Authorized Official with Seal

.....

Date.....202 ...

Address:

.....

NOTE:

1. Bidder should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by a scheduled commercial Banks (other than Indian Bank) located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

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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 external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program. 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.

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- 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.
 - a. 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.
 - b. 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.
 - c. 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.

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

2. 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

1. 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.
2. 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 to demand and recover from the bidder(s) the liquidated damages equivalent to the amount of the contract value.

Section 5 – Previous Transgression

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1. 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.
2. 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.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder(s) acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. 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.
6. 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

1. 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.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. 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.

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Section 8 – Independent External Monitor / Monitors

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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

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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.

8. 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.

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.

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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 aton

_____ (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) _____

Witness 2: Witness 2:
 (Name & Address) _____ (Name & Address) _____

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Date: 10/06/2024

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 external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

..... has been engaged in the business of conducting comprehensive Leadership Development Program.

The parties have entered into agreement dated _____ for conducting comprehensive Leadership Development Program (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 THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

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.

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 only if the consultant 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

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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:

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 other 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

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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 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.

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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. 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.

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

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

BANK

BIDDER

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-VII

Declaration For MSE Benefits

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

To,
The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor , IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

Dear Sirs,

Sub: Request for Proposal for Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

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

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. *GeM bid number generated at GeM portal dated Date of tender* floated for the Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program . 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.

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

Yours Sincerely

For _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

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,
The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor , IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

Date

Dear Sirs,

**Sub: Request for Proposal for Selection of external premier institution/ consultant/
firm for conducting comprehensive Leadership Development Program.**

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

I understand the Bidder must comply with the requirements contained in MoF, DoE, PPD O.M. No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020.

I have read the clause 7 in the referred RFP regarding restriction 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

RFP for Selection of External premier institution/ consultant/ firm for conducting comprehensive leadership development program for frontline and emerging leaders

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

Name and Designation with Office Seal

Place:

Date:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-IX

CHECKLIST FOR THE RFP

S.No.	Eligibility Criteria	Supporting Documents
1	The bidder should be an organization (premier / NAAC accredited (A+ & A++) institution/ consultant / company/ LLP/ trust/ association/firm) registered or incorporated & having local registered office in India. It should not be an Individual/ Proprietary Firm/ HUF etc.	Certificate of incorporation / registration, certificate of commencement of business, MoA, AoA etc.
2	The organization should be in existence for the last 10 years in India as on the last date of bidding.	Certificate of Incorporation / registration, certificate of commencement of business, MoA, AoA etc.
3	The bidder should have minimum average annual turnover of Rs. 25 crores during the last three financial years (2020-21, 2021-22 & 2022-23). The Bidder should be profitable / increase in capital / corpus fund throughout during the above-mentioned period and should be having positive networth. This must be the individual company/firm turnover and not that of any group of companies.	Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted.
4	The bidder should be registered for GST.	GST returns and GST certificate to be enclosed.
5	The business of the bidder should include providing leadership advisory/ assessment/ development/ delivery services at the level of executives or key management personnel	Copy of Article of Association (AoA) or equivalent document.

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6	In case of the Bidder is an academic institution, it should be either be in the list of top 10 academic institutions in India as per latest ranking for management schools by NIRF, Ministry of Human Resources and Development, Govt of India or in the top 100 of the latest ranking for management institutions for Financial Times	A self-declaration by the bidder on its letter head
7	The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial positions in any leading and reputed Organization in India during the last 5 years	Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted
8	The bidder should have also been engaged in similar program in any PSBs/ Private Banks / NBFC / Insurance Co. and Regulators of BFSI sector during the last 5 years.	Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted
9	The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successfully completed at least two similar programs for any of the leading and reputed organizations.	A self-declaration by the Bidder on letter head along with brief profile/ CV of Key Resource Personnel
10	MSE Certification (if applicable)	NSIC / MSME registration certificate for the service being asked in the RFP to claim the MSE benefits and valid for the current period duly signed by company secretary/ Director of the concerned Firm / Enterprise

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Date: 10/06/2024

11	The Bidder should have in-house capability to take up the assignment on their own. Joint or collative bids will not be accepted. (However, over and above their own staff on roll, Institution/ Consultant/ Firm may engage Subject Matter Experts/ Professionals/ Academicians/ Industry Experts to handle the project related work, and such experts should be available till conclusion of the Bank's project)	A self-declaration by the Bidder on letter head along with details of people to be engaged
12	The bidder's organization should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank, both present and those who have retired in the last one year	A self-declaration by the Bidder on letter head (Annexure XV)
13	The Bidder should not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the services under the subject assignment.	A self-declaration by the Bidder on letter head (Annexure XV)

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-X

Pre-Bid Query Format

(to be provided in MS-Excel format)

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

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XI

Experience Details of Bidder

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

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

S.No	Name of Organization for whom services rendered by Bidder	Nature of project & Services rendered	Team size	Impact achieved / Any relevant information	Project Details		
					Size of Target Audience	Start Date	Date of Completion/ expected completion

(Please include client references / commendation letters, if any)

Reference letter from Senior Executive of the client to be attached regarding the successful completion.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XII

Turnover, Net Worth and P&L Details

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

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

(Amount in Rs.)

<i>F Y</i>	<i>Turnover</i>	<i>Net Profit / loss</i>	<i>Net worth</i>
2020-21			
2021-22			
2022-23			

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XIII

BID SECURITY LETTER

Whereas..... (Hereinafter called “the Bidder”) who intends to submit its bid..... for conducting comprehensive Leadership Development Program. (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 Electronics 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) / Startups 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

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

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	
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.....

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XIV

BID SECURITY FORM

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid..... for Comprehensive Leadership Development Program (*Hereinafter called "the Bid"*) in terms of RFP Ref.....dated.....

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"*), are bound unto Indian Bank 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 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

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XV

Self-Declaration / Affidavit

[To Be Submitted on Bidder's Letter Head Only]

The Asst. General Manager
Indian Bank
Human Resources Development (HRD) Department
Third Floor , IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028

Dear Sir,

Sub: Request for Proposal for Selection of external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program.

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 external premier institution/ consultant/ firm for conducting comprehensive Leadership Development Program 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 assignment on our own. The information submitted in the eligibility criteria and technical bid are true and are factually correct.



Human Resource Development (HRD) Department,
Third Floor, IMAGE Campus
3, Thandavarayan Street, MRC Nagar,
Raja Annamalaipuram,
Chennai – 600 028.

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

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:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XVI

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	
6.	Date of Establishment/ Incorporation	
7.	Total number of offices in India / World wide	
8.	Number of years of experience in providing similar training service in Leadership Development Program	
9.	Number of Leadership Development programs 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)	
10.	Number of professional staffs on the payroll of the bidder <ul style="list-style-type: none"> • Global • India 	

GeM Bid Ref: GEM/2024/B/5031841

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11.	Out of S.N. 10. Above Number of professional staffs having experience of developing / delivering Leadership development program		
12. Brief particulars of experience of the bidder in developing Leadership Development Program/ Capability Building 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:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XVII

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 HR related Related Leadership Development Program assignment 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:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XVIII

Proposed Team Profiles

The profile of each individual Team Member who would lead this assignment of “Conducting Comprehensive Leadership Development Program” 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 leadership development programs	
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:

(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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Date: 10/06/2024

ANNEXURE-XIX

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:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XX

Format for Curriculum Vitae (CV) of the Professionals to be involved in the Leadership Development 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).

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

Employment Record:

(Starting with present position, list in reverse order)

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XXI

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:

GeM Bid Ref: GEM/2024/B/5031841

Date: 10/06/2024

ANNEXURE-XXII

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:

Date: