



Indian Institute of Banking & Finance

Kohinoor City, Commercial II, Tower I,

Second Floor, Kiroi Road,

Kurla - West

Mumbai – 400 070.

REQUEST FOR PROPOSAL

FOR DEVELOPMENT OF VIDEO LECTURES

TO BE SUBMITTED ON OR BEFORE
20th December- 2012 by 5PM

ADDRESSED TO:

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

1. ABOUT IIBF :

Established in 1928 as a Company, Indian Institute of Banking & Finance (IIBF), formerly known as The Indian Institute of Bankers (IIB), is a professional body of banks, financial institutions and their employees in India with a Mission to develop professionally qualified and competent bankers and finance professionals primarily through a process of education, training, examination, consultancy/counseling and continuing professional development programs. During its 84 years of service, IIBF has emerged as a premier institute in banking and finance education for those employed as well as seeking employment in the sector. Since inception, the Institute has awarded several banking and finance qualifications, viz., JAIIB, CAIIB, Diplomas and Certificates in specialized areas and helped the practitioners of banking and finance to sustain their professionalism through continuing professional development programs.

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

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

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

IIBF is an ISO 9001-2000 Organization with its Corporate Office in Mumbai and four Zonal Offices in Delhi, Chennai, Mumbai and Kolkata.

2. Major Activities of the Institute:

Membership: IIBF has got over 4.50 lakh active members. There are 677 plus Institutional members (Banks and Financial Institutions).

Course Offered: The Institute currently offers courses such as

- JAIIB
- CAIIB

- **Diploma in Banking and Finance**
- **Diplomas** like Diploma in Treasury, Investment and Risk Management, Diploma in Banking Technology, Diploma in International Banking and Finance, Advance Diploma in Wealth Management etc.
- **Certificate Courses** in Anti- Money Laundering and Know Your Customer, Trade Finance, Information System Banker, Credit Card for bankers, IT Security, Cyber Crimes & Fraud Management, FEMA, Rural Banking etc.(for details visit- www.iibf.org.in)

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

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

3. Introduction :

The Indian Institute of Banking & Finance (IIBF) desires to develop video lectures for subjects of JAIIB/CAIIB course. The video lectures will be offered to the eligible candidates of JAIIB/CAIIB over the Internet. The video lectures developed will be hosted/managed/maintained by the service provider who will be developing the lectures in a state-of-art data centre.

In this connection, Institute would like to invite Open Tenders through this RFP(Request for Proposals) from reputed service providers who can provide an end-to-end solution as a turnkey project and develop the video lectures for the 5 subjects of JAIIB/CAIIB using a state-of-the-art technology.

4. Bidding Process:

Institute is inviting “Open Tenders” for developing video lectures for 5 subjects (3 subjects of JAIIB and 2 subjects of CAIIB) through this RFP(Request for Proposal) to identify a suitable service provider. It is a two-stage bids that is - Technical and Commercial. The entire e-learning assignment should be developed on a turn key basis, that is, in build and operate model.

4.1. Schedule of activities of Bidding:

The schedule of activities of bidding process is given as under:

Sr.No	Description of Items	Date
1	Release of Request for Proposal (RFP)	26 th November 2012
2	Submission of written requests for any Clarifications from bidders	5 th December -2012

3	Pre-bid meeting for clarifications on written Queries	12 th December – 2012
4	Last Date of submission of Proposal	20 th December – 2012
5	Technical Presentations as part of tech evaluation	Date will be communicated to eligible bidders
6	Opening of Commercial Bids in the presence of technically short-listed service providers	will be communicated to eligible bidders
7	Issue of work order	will be communicated to eligible bidder

IIBF reserves the right at its sole discretion to change the schedule of activities, including the associated dates:

5. Minimum Eligibility Criteria:

Sr.	Minimum Eligibility Criteria	Supporting Document
1	The service provider should have been in the business developing the video based lectures for the past 5 consecutive years.	Certificate of incorporation
2	The service provider should have registered a turnover of Rs.100 crores or above during last three completed financial years.	self certified copies of the audited balance sheet and profit & loss statement for the last 3 completed financial years.
3	The service provider should be earning a “Net Profit” in each of the last three completed financial years.	self certified copies of the audited balance sheet and profit & loss statement for the last 3 completed financial years.
4	The service provider should have executed at least three orders of similar nature / value and preferably in multiple locations with Educational Institutes	<ul style="list-style-type: none"> • PO • Project completion report
5	The service provider should provide the proof of accreditation to Quality Management Systems like ISO 9001:2008 / SEI CMMI Level 5 / Six Sigma practice	Copy of Certificate
6	The service provider should have qualified and experienced software engineer and banking and finance faculties for developing, designing and maintaining the video lectures	Number of Software Engineers/Faculties with qualifications and year/s of experience.
7	Service provider should have remote service	Detailed address of support

	delivery infrastructure to ensure immediate response and faster resolution. Service provider has to have 24 X 7 Telephonic support for soft calls resolution which are skill based.	offices in metros(Mumbai, Delhi, Chennai and Kolkata)
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Note:

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.
- Failure to meet any of these criteria will disqualify the service provider and it will be eliminated from further process.
- The Institute reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the service provider.
- ‘Project completion report’ should include references of customers where system of similar complexity / size / cost has been successfully implemented and is in operation. Provide details of hardware, operating systems, application software, size of network, size of database etc. and a certificate from the client regarding the performance of the system.
- Service provider will be ranked based on the strength of experience and qualification of resource.

6.Scope of Work, Process Flow, Specifications and Access Mechanism

6.1 Scope of Work

The project will result in creation of 125 hours of video based lectures. These lectures must use best video techniques for delivering simple and clear information pertinent to key points in theoretical subjects of banking & finance. These modules should be made available in English.

6.2 Process Flow:

The video based lectures should be shot in the Institute’s premises with a standard video camera in beta or DVD format and should be edited in a professional video labs. After editing, the videos should be converted into a standard web format such as .flv files. The final ones will be uploaded on a web portal by an administrator and will be open for registered candidates for access. The candidates may login through the web portal of the Institute and the access the lectures based on the access privileges assigned to them. The video lectures should include the faculty speaking, PPTs and explanations on a black board etc. The agency should also take care about hosting the lectures on per annum basis.

The solution should come with an admin interface wherein a subject can be created and related video can be uploaded against it containing the faculty details who lectured the topic. There will be a facility to enable/disable a video based on the time period. The admin section also should provide certain reports such as students who had accessed video along with date and time. The other reports such as candidate wise/subject wise/date wise usage should also be provided

The admin module should also provide a facility for registration of courses, and send the registration details of the video lectures to the candidates with a login id and password. The registration of video lectures should be parameterized.

Equipments like focus lights, high end video camera, Mic etc should be arranged by the vendor for shooting the video lectures. The vendor should make ready (ie.make up touch up etc.) faculty for a shoot

6.2 Specifications

The video lectures that are going to be developed should be interactive and should be blended with the PPTs from faculties. The video lectures developed should be in compliance with the latest version SCORM standard and should be portable on any standard VIDEO LECTURES(Learning Management System). These lectures should also run independently on any standard browser.

6.3 Mechanism of video lectures:

A prospective candidate visits IIBF site, clicks a menu item say “LEARN ONLINE” on the home page and selects a course from a course list, registers his personal details, course fee details, makes payment on the web using credit card/debit. After completion of the registration an admin module of video lectures should accept the details of a candidate, accept the fee paid for the course and send automatic e-mails to each candidate providing a login ID and password.

7. Evaluation :

The technical proposals which fulfill the minimum eligibility criteria as given under para 5 in this RFP will only be considered for technical evaluation

Failure to meet any of these criteria specified, will disqualify service providers who submit incomplete proposals and they will be eliminated from further process.

7.1. Technical Evaluation:

Evaluation Weightage: Technical 70% Commercial 30%.

The technical proposals will be allotted 70% of weightage while the financial proposals will be allotted 30% of weightage.

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

Techno Functional features will be given 100 points:

- | | |
|---------------------------------------|-------------|
| 1) Functional / Features (Annexure-I) | - 80 Points |
| 2) Presentation/Walkthrough/Demo | - 10 Points |
| 3) Past Experience, Support/Reference | - 10 Points |

Points for Functional Features(Annexure-I) for maximum of 20 features

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

Customisation period is in calendar months and will commence from the date of purchase order.

Proposals which secure minimum 50% (each) in Techno Functional Evaluation will be called for making presentations/demos/walkthrough as part of evaluation process. Exact time slots will be intimated in due course.

Highest Score (Techno Functional evaluation) will be given Technical score of 70 and accordingly the Second highest; Third highest etc will be calculated.

For example:

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

Assume, Service provider A scores - 65 points, Service provider B scores - 70 points and Service provider C scores – 90 points.

The technical score of Service provider C will be (Technical score) = 70

Service provider A's score (65)

The technical score of service provider A will be ----- x 70 = 50.55

Service provider C's score (90)

Service provider B's score (70)

The technical score of service provider B will be ----- x 70 = 54.44

Service provider C's score (90)

No further discussions/interactions will be entertained with a service provider who have been technically disqualified.

7.2. Commercial Evaluation:

The Commercial proposals of only those service providers who will qualify in technically round with 50% above score will only be opened.

A commercial proposal which carries the lowest cost will be given the full score of 30 points and other proposals given in inversely proportional to their prices.

For example:

Suppose the prices quoted by the qualified service providers are as under:

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

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

Price quoted by service provider 'A' is = Rs.110/-

In this case, service provider 'B' will get full '30' points as it is lowest among others.

Service provider B's price (100)

The commercial score of service provider 'A' will be =----- x 30= 25.00

Service provider 'A' price (120)

Service provider B's price (100)

The commercial score of service provider C = ----- x 30 = 27.27

Service provider C's price (110)

The scores of Technicals and Commercials will be added to arrive a Total Score out of hundred for each service provider. The proposal securing the highest combined scores will be ranked as H1, Second highest as H2 and Third Highest as H3.

For Example:

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

Service provider 1 = 50.55 + 25.00 = 75.55 = H3

Service provider 2 = 54.44 + 30.00 = 84.44 = H2

Service provider 3 = 70.00 + 27.27 = 97.27 = H1

Proposal of service provider C at Rs.110.00 will be considered as most responsive service provider and they may be called for negotiations, if needed.

IIBF's decision in respect to evaluation methodology and short-listing the service providers will be final and no claims whatsoever in this respect will be entertained.

8. Proposal Format :

- The proposals should be submitted in two separate sealed covers, one TECHNICAL PROPOSAL marked as '**Technical-Information only**', and another one COMMERCIAL PROPOSAL marked as '**Commercial-Price Bid only**'. Both the sealed proposals should be submitted in big cover super scribed with '**Proposal for E-Learning**'
- The service provider should submit the proposals with a clarity & properly paginated so that the papers are not lost.
- The proposals, which are not sealed or tenders sent through Fax /e-mail will be summarily rejected.
- The proposals which are not submitted in the prescribed format or incomplete in details are liable for rejection.
- The proposals containing unauthentic erasing or alterations will not be considered.

8.1. Technical Proposal should include the following:

- A covering letter duly authorized by an officer of a Firm/Company on its letter head and should be duly signed by an authorized officer with his name, title and seal. The Letter shall include:
 - a) A Statement that deviations are included, if applicable.
 - b) A Statement that proprietary information is included, if applicable.
- Table of Contents (List of documents enclosed)
- Minimum Eligibility Criteria supporting documents.
- Compliance with all Functional Requirements as per Annexure –I

- Authorisation letter from OEMs (Original Equipment Manufacturers/Software Service provider) of the quoted products, in case of 3rd party products.
- Detailed technical specifications/brochures of the solutions proposed.
- Detailed Architecture of the proposed solution with various features/functions of the systems.
- Future Road Map on scalability, version upgrade/releases etc.
- Bill of Materials (without any price detail)
- Proof of implementation of similar project.
- Resume of the proposed Project Management Team with Name, Designation, qualification & experience details.
- Specify the Hardware, Operating System, software licenses, bandwidth requirements required for successful implementation.
- Technical proposal should **not** indicate any cost aspect directly or indirectly. However, it should include commercial template **without** the cost to compare the break-up if any given by the service provider.

8.2 Commercial Proposal:

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

Commercial offer should include Annual Maintenance charges for next 4 years after expiry of one year warranty period.

The Commercial proposal shall comprise Commercial Statement /Bill of Material with price.

Tax/levies, if applicable, at present rate should be quoted. Tax ruling at the time of delivery of material and the resultant billing will be paid at actual.

Additional Cost of 4 day on-site User Training (inclusive of all Taxes) should be valid for 5 years from the date of implementation, payable on actual basis as & when required after completion of training.

Prices should be valid for 180 days from the date of submission.

9. User Acceptance Testing:

Unsatisfactory performance of the video lectures may result in rejection of part or all of the modules during user acceptance testing. Acceptance test will end when the performance of the video lectures the functional & technical specifications.

At the end of the successful completion of user acceptance test, a sign-off will be given for the video lectures and the same may be commissioned.

10. Training:

Service provider shall organize for training as follows:

Three calendar days of training should be provided on VIDEO LECTURES and video lectures to the identified people from the institute.

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

11. Infrastructure Sizing:

The Service provider must provide a roadmap for optimal size of the Hardware, Operating System, Database, Middleware etc. keeping in view current requirement and extrapolate the same for the full period (i.e. 5 years).

(comment – please specify current requirement here)

The basic parameters for sizing are given herein under.

Projected Growth – 15% per annum.

The hardware proposed for the solution should not exceed 70% of Memory, CPU, Hard Disk utilisation levels at any given point in time during the TCO Period.

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

During the contract period, if at any stage, it is found that the solution provided by a service provider is not able to match the requisite performance as per the sizing parameters (i.e. up time above 99.5% and response time < 3 second) the service provider

shall have to upscale the hardware, software without any additional cost to the Institute. The host-end should be adequately covered with the best security possible.

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

12. Terms and Conditions:

- IIBF is a not-for-profit educational Institute and is eligible for special prices available for educational institutes. Service providers are requested to consider the same while submitting the commercial quote.
- The Service provider will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager should make on-site decisions regarding scope of the work and any changes required therein.
- The service provider shall provide all reference manuals, booklets, e-books and other materials required for the effective maintenance of the systems.(print copy 3 number and softcopy)
- The technical proposal will be evaluated for technical suitability as well as for other terms and conditions.
- Functional & technical information of the solution being offered must be provided in the exact format as given in RFP.
- Selected service provider will have to sign a Service Level Agreement(SLA) with the Institute, incorporating the terms & conditions of this RFP
- Service provider should specify only a single solution which is cost-effective and meets IIBF's requirement and should not include any alternatives.
- The Service provider shall bear all costs associated with the preparation and submission of its proposal, attending Pre-Bid meeting or arranging Product Walk Through etc. IIBF will provide no reimbursement for such costs.
- To assist in the scrutiny, evaluation and comparison of offers Institute may, at its discretion, ask some or all service provider for clarification of their offer.
- All Version upgrades should be free, i.e. there should not be any Licensing Cost. While quoting, the service providers should anticipate the version /product changes during the entire project (TCO) period and should budget the same in their commercial proposal.

- The service provider is expected to customise all gaps observed in the Functional & Technical RFP Product Demonstrations, Core Team and End User Training, UAT, implementation phase for the Test Engine System.
- The service provider will be responsible to provide complete documentation of the solution (three hard copies and in a soft copy) which includes but not limited to the following:
 1. User Manuals; including Error Messages, their meanings and action steps.
 2. Design and Analysis Manuals with the relevant data flow diagram
 3. Detailed Architectural Design, including fail over methodology/ strategy at both Primary & DR Site.
 4. Maintenance Documents.
- Post implementation/live Support / Call centre services will be required based on the schedule of the examination.
- Service provider shall submit progress report for the project as per mutually agreed reporting format/interval. Service provider will be responsible to implement appropriate measure and reporting capabilities in timely manner.
- Service provider shall be responsible for Knowledge transfer to the incoming service provider at the end of contract period. This shall will includes amongst other, System walkthrough and hands on support for minimum of 2 weeks / one exam cycle.
- Any effort by a service provider to influence the IIBF on any matter relating to the proposal, it's evaluation, comparison, selection may result in the rejection of the service provider's proposal.

13. Earnest Money:

A prospective service provider who wishes to respond to the RFP should deposit earnest money in the form of bank guarantee valid for 3 months of Rs.2.50,000/- (Rupees two lacs fifty thousand) which will be refunded in case the service provider is not assigned the work. The earnest money will be forfeited if the successful service provider picks up the order and does not commence the work, within the time limit stipulated

14. Project Schedule:

The Entire project should be completed within 3 months time, from the date of awarding of the contract.

15. Bank Guarantee:

The successful service provider shall furnish the performance security equivalent to 10% of the order/contract value (TCO), in the form of Performance Bank Guarantee issued by a public Sector Bank in India for a period of 5 years.

16. Penalty Clause:

The successful service provider should complete the entire project within 3 months time. After 3 months, a penalty @1% of the contract value per week or part thereof until actual delivery subject to a maximum of 5% of total cost (TCO). Once the maximum is reached IIBF may consider termination of the contract and the performance security may be invoked.

17. Payment Schedule is as under:

Total Contract Value			
Milestone	%	Milestone Value	Week
Advance - One time setup charges(Video Shooting & Portal development Charges)	25%		0
One Time setup Charges(After Completion of Video Shooting)	25%		7
One Time set up Charges –(After delivery of the final videos and completion of portal development)	20%		9
One Time setup Charges(After UAT of Video and Portal development and commission of the lectures)	20%		12
One Time Setup Charges(After One Year of Acceptance)	10%		
TOTAL	100%		
Recurring Charges Per Annum will be Paid in 4 installments after satisfactory performance of each quarter			

18. Escrow:

IIBF and the service provider shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the Application System source code supplied/ procured by the service provider for the Institute in order to protect its interests in an eventual situation. Service provider is also expected to provide a detailed code documentation of the Software along with the source code.

IIBF and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent.

Institute and the successful service provider may enter into such escrow arrangement that is mutually agreed upon by the two parties.

19. Subcontracting:

The Service provider will not subcontract or delegate or permit anyone other than the service provider's personnel to perform any of the work, service or other performance required of the service provider under this agreement without the prior written consent of the Institute.

20. Waiver of Minor Irregularities:

IIBF reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IIBF.

Where IIBF may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the service provider from full compliance with the RFP specifications and other contract requirements if the service provider is selected.

21. Modify/Withdrawal of Proposals:

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

22. Non-Disclosure:

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

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

- Annexure – I : Features & Functionality of Video Lectures
- Annexure – II : Commercial Template
- Annexure – III : Service Level Agreement

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

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

Service providers are requested to offer the best price, item wise (inclusive of taxes), along with other terms and conditions on or before **20th December 2012 by 5.00 pm** in a sealed envelop duly super scribed '**Proposal for Developing E-Learning**' (**Technical-Information only** and **Price Bid only**) Addressing to :

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

ANNEXURE – I

Technical Features and Functionalities of Video Based Lectures:

Hosting Architecture Features:

Sr.No	Description	Feature Available	Can be customized in One month	Can be customized in 3 months	Not Available
1	Dual Web servers and Database servers on MDS platform				
2.	Load Balanced Web servers				
3	Active/Passive database servers				
4	On demand Internet Bandwidth				
5	Integrated domain registration				
6	24X7 Availability				
7	Add-on Fortknox services for Internet facing servers				
8	On-demand hosting services				
9	On-demand NAS Storage store web and video files				
10	Unix based 64 Bit Operating Systems(Solaris/HP Unix/Linux)				
11	64 Bit Database				
12	Hosting Infrastructure should support 4000 concurrent users				

Features of Videos and Admin module:

Sr.No	Description	Feature Available	Can be customized in One month	Can be customized in 3 months	Not Available
1.	The video files should support any web format and should be play independently in any standard browser				
2	The video should be compliant with latest version of SCROM and should be integratable with any standard Learning management System				
3	Admin Module: Provide a facility to create a subject description and upload it with a faculty name taken a class				
4	Interface for enabling/disabling videos based on dates				
5	Student access report of a video with a date and time				
6	Login Pages for Users and Admin sections				
7	Protection and Privacy features should be available				
8	Usage reports of Candidate, subject, date wise usage should be available				

ANNEXURE – II

Commercial Template

Sr.No	Type of Cost	Scope	Total Amount(in Rs.)
1	One Time Cost:	Video Shooting & Editing Charges(for 125 hours) Portal Design and Development Charges Infrastructure and hosting Charges:	
2	Recurring Annual Cost	Recurring Annual Cost for 10000 logged-in users for the video lectures (these are unique users; irrespective of no. of times logged-in for the videos in a year.The actual login ids to be issued in a year will be around 3 lacs). This cost includes hosting, managing and maintaining the video lectures of all the 5 subjects.	
3	Additional Recurring Cost/ Per user Per Annum	Charges per every unique user above 10000	
4	Per man day cost	Subject Video modification cost: if any video to be modified takes 3 or less than 3 hours, it should be covered under hosting/managing and maintenance cost. If any video to be modified takes more than 3 hours then per man day cost.	

The prices quoted above should be inclusive of all taxes/levies applicable.

Annexure - III

Service Level Agreement

Agreement entered into this _____ day of _____ 2013 BETWEEN -----
----- a company registered under the Indian Companies Act of 1956
having its office at ----- India hereinafter referred to as
the “**Developer**” AND Indian Institute of Banking & Finance, (formerly The Indian
Institute of Bankers) a company registered and incorporated under the Indian Companies
Act, 1913, having its corporate office at Kohinoor City, Commercial II, Tower I, Second
Floor, Kirool Road, Kurla – West, Mumbai – 400 070 hereinafter referred to as the
“**Client**”.

Recitals

- (A) Whereas Developer is a developer and producer of interactive computer based training programs and interactive educational, language, multimedia and web-based products.
- (B) And whereas Client is a is a professional body of banks, financial institutions and their employees in India.

Scope of Contract

- (C) And whereas the Client and the Developer have mutually agreed that the Client shall provide the developer with content to develop video lectures as defined in the Statement of Work ‘Annexure A’. Further the Developer shall also grant an annual license to the Client in respect of its ‘VIDEO LECTURES’ (hereinafter referred to as the ‘licensed Software’) as defined in the Statement of Work ‘Annexure B’. The Developer shall host , maintain and provide administrative support in respect of the video lectures as well as the Admin module defined in Annexures C, D and E’ respectively during the term of this agreement on the terms and conditions set out below, for the price to be paid by the Client in respect thereof.
- D. The parties hereto have decided to enter into an agreement, being these presents, setting out the terms and conditions on which Developer would provide their services as defined in clause (C) above and more particularly described in the respective Annexure accompanying hereto forming part and parcel of this Agreement.

- E. This Agreement will come into effect from - - - - 2013

Definitions

1. **In this Agreement, the following words and expressions shall have the following meanings.**
 - 1.1 Acceptance: acceptance by the Client that the Deliverables or the Master (as the case may be) conforms/s to the FSD(Functional Specification Document) and DSD(Design Specification Document) and /or the FDSD(Functional and Design Specification Document) as applicable as hereinafter defined.
 - 1.2 Bug Fix: means any trouble shooting, patch, error correction to the licensed Software and the video lectures that corrects an Error and/or improves performance of such Software/ the video lectures, but which does not add any new functionality.
 - 1.3 Customer supplied content (CSC): content supplied by the Client for inclusion in the Products including but not limited to textual and other material, content manuals, unedited media, video clips, video elements, tools for product development, keyboards etc.
 - 1.4 Deliverables: the video lectures to be delivered by the Developer to the Client as well as the installation and customization of the licensed software at the applicable project milestones as hereinafter defined.
 - 1.5 Design specification document (DSD): a document which will be described in the SOW(Statement of Work) and post execution of the Statement of the Work (SOW) would be executed between the parties. DSD which determines in respect of the deliverables the instructional design, visual design, navigational elements, communication design inclusive of icon design, element design and outline of text, illustrations, photographs, video, animation and sound usage.
 - 1.6 Development Schedule: the timetable which may be a part of the SOW for the development, production and supply to the Client of the Masters (as defined below) as mutually agreed upon by Developer and Client.
 - 1.7 Functional specification document (FSD): a document which will be described in the SOW and post execution of the SOW would be executed between the parties. FSD which sets forth the program content, program sequence and program structure of the deliverables in detail.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

- Payment** 2. In consideration of the Price to be paid at the said times and in the manner set forth in the SOW 's as

‘Annexure A,B,C,D and E respectively’, (a) the Developer shall, develop and produce the e learning modules in accordance with the design documents as described in the SOW;

(b) the Developer grants license for 5 years (commencing from 1st January 2014 to 31st December 2019) in respect of the “Licensed Software”(Learning Management Software) to the client for unlimited number of permitted users of the client . The Developer shall also customize the licensed software as per the mutually agreed specifications. In consideration of the above the client shall pay to the Developer a license fee and a customization fee as mentioned in the Attached SOW as ‘Annexure B’;

(c) the Developer shall during the term of the agreement provide the Client hosting services in respect of the Licensed software and shall pay the hosting fees in respect thereof as mentioned in the Attached SOW as ‘Annexure C’;

(d) the Developer shall during the term of the agreement provide the Client maintenance services in respect of the Licensed software and shall pay the maintenance fees in respect thereof as mentioned in the Attached SOW as ‘Annexure D’;

(e) the Developer shall during the term of the agreement provide the Client administrative services in respect of the Licensed software and e-learning modules and shall pay the administrative fees in respect thereof as mentioned in the Attached Sow as ‘Annexure E’.

- 2.1 Signature by the Client or its authorized representative on the said documents (SOWs/ DSD / FSD/ FDSD) marked as ‘Annexure’s’ from time to time above imply consensus and Client acceptance of content of the Deliverables. All Annexure’s attached hereto shall be an integral part of this Agreement and shall be valid and binding upon the parties.
- 2.2 All payments as referred to hereinabove shall be due within a period of 15 days from the date of receipt by the client and all delayed payments without any reason beyond such period may attract interest charge @ SBI PLR rate per month or the maximum rate permitted by applicable law, whichever is lesser.
- 2.3 It has been agreed between the parties that the Payment terms are expressed as a percentage of the total cost of the project and are linked to specific milestones in the Project Life-Cycle. The payment schedule on a milestone basis in respect of the video lectures is as follows:

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

The payment schedule on a milestone basis in respect of hosting video lectures for 1st year is as follows:

Milestones for payment	% of the total cost of hosting/maintaining/managing (Recurring charges) of Rs.
At the end of first quarter of contract	25%
At the end of second quarter of contract.	25%
At the end of third quarter of contract	25%
At the end of fourth quarter of contract	25%

The payment schedule on a milestone basis in respect of Admin Module(Customization) is as follows:

Milestones for payment	% of the total cost of Admin module of Rs.
Advance with award of contract	25%
FSD, DSD & Prototype Delivery	25%
Alpha Delivery	25%
Final Delivery of Modules	25%

- Mode of payment** 3 All payments due to the Developer from the Client are to be made by Cheque/DD to Developer's bank account.
- Commencement of work** 4 The Developer shall commence work according to the Development Schedule in the respective SOW's, subject nevertheless to the provision for extension of time as provided in this Agreement (applying to excusable delay), or as may be mutually agreed upon by the parties.
- Acceptance of Deliverables** 5 Acceptance of a Deliverable at each Milestone should be communicated to the Developer within ten working days of receipt of such Deliverable. Lack of such timely communication together with an authorized signature on the document accompanying such Deliverable will be taken as implied Acceptance of the said Deliverable if not intimated reason for delay, and the Client will be liable for appropriate payment in respect thereof.

Where a Deliverable is not found acceptable by the Client, a non-acceptance written communication containing particulars showing the manner in which the said Deliverable does not conform to the documentation previously agreed upon (as laid out in the DSD/FSD/FDSD as applicable), should follow within ten working days of communication of such non-acceptance of the Deliverable. The Developer will have fifteen (15) working days, or such other reasonable period agreed to by the parties, to correct any Deliverable not accepted by the client.

5.1 The Deliverables are fully described in the DSD and FSD and or the FDSD. In the event of any dispute arising between the parties concerning the nature and or scope of any Deliverable, the description in said DSD and FSD and or the FDSD shall prevail.

**Time of
essence**

6 The Developer acknowledges that time is of the essence under this Agreement.

**Confidential
Information**

7.1 Each party hereto agrees to keep in confidence all information relating to or acquired from the other in connection with the performance of this Agreement, including, but not limited to, the Deliverables, the SOWs, the DSD, FSD and/or the FDSD and also the Client Supplied Content.

7.2 Each party agrees that it will not publish, communicate, divulge, disclose or use any information described in Section 7.1 above except for the purpose of furthering the performance of their duties connected thereto. In the event of a breach or threatened breach of the provisions of this Section 7.2, the non-breaching party shall be entitled to an injunction restraining the breaching party from disclosing or using, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

7.3 The parties hereto agree that they will reveal such confidential information only to those of their officers and employees who, in their reasonable judgment, have a need to know such confidential information for the intended purposes.

7.4 The parties hereto also agree that the confidential information described in Section 7.2 shall not include the following:

7.4.1 Information that is or becomes generally known to the public other than as a result of a breach of this clause;

7.4.2 Information disclosed to either party by an independent third party without any obligation of

confidentiality;

7.4.3 Information developed independently by either party, which is unrelated to the Deliverables and Information, which is trivial or obvious.

7.5 These obligations of confidence shall survive for a period of one year after termination of this Agreement, unless otherwise mutually agreed by the parties.

Return of Materials. Any materials or documents, which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded. In the event it is not feasible or reasonable to return such material the Receiving party should destroy the same and certify such destruction in writing to the Disclosing Party.

Warranty

8 The Developer represents and warrants that:

8.1 The video lectures as defined hereinabove will perform in accordance with the standards and requirements set forth in this Agreement and the SOW, the DSD and FSD and /or the FDSD as applicable described in Annexure. The video lectures will be free from textual defects, technical defects, operational defects, or bugs under normal use.

If any of the above criteria are not met, then the Developer shall provide the client with a warranty against defects raised within one year of final delivery of the video lectures. The Developer will provide client support and troubleshooting for this period from the date of sign-off of the project. Any bugs in the video lectures shall be fixed at no extra cost. This does not include modifications resulting in a change in specifications

In case of any change in the Scope of Work or re-work, which results in change in the agreed delivery milestones or price, the Client shall agree to the extended Delivery dates and be liable to pay for such increase in cost

8.2 No oral or written information given by Developer, its agents or employees shall create a warranty or in any way increase the scope of this warranty, unless specifically set forth in writing.

8.3 Except as set forth in the foregoing warranty, the Developer disclaims all other warranties either express or implied, including the warranties of merchantability or fitness for a particular purpose.

**Intellectual
Property
Rights**

9 Developer hereby grants to the Client, a non-exclusive, non-transferable, annual license in respect of the licensed software. The Developer shall also license its pre-existing and third party materials to the client to use the same as embedded in the deliverables.

9.1 On payment of all sums payable to the Developer under this Agreement the intellectual property rights in the said video lectures shall belong to the Client (but excluding the Developer's "Licensed Software(Leaning Planet VIDEO LECTURES), its manuals, the pre-existing materials and third party materials). For the avoidance of doubt, all intellectual property rights, authorship rights and all



other rights of whatsoever nature in and to the Customer Supplied Content in whatever form or medium shall vest in and shall remain vested in the Client. All and any CD-ROMS and/or floppy disks and/or magnetic tapes and/or any other media containing the Customer Supplied Content (together with all and any copies thereof) for inclusion in the deliverables will be returned to the Client by the Developer immediately following the production by the Developer of the Masters.

Indemnity

- 10a The Deliverables will not result in any breach or violations or infringement of any trademark, trade secret or copyright of any third party. It is clearly understood that the Developer shall take reasonable care to ensure that there is no violation or infringement of any trade secret, trademark, and copyright of any third party. Developer will indemnify the Client during the term of this agreement against any such breach, violation or infringement of trade secret, trademark or copyright of any third party.
- 10b The Client hereby agrees to save, protect, defend, indemnify, and hold Developer and its parent and affiliates harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses, or losses, including costs of litigation and reasonable attorneys' fees, arising out of any claim of infringement of third party rights which arises due to use of any of the materials provided by the client to the Developer for use in the performance of the Services.

Limitation of Liability

- 11 In no event shall the Developer be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement hereunder. Developer's entire liability and the Client's remedy for damages from any cause whatsoever, regardless of whether in tort or under the contract, will not exceed the payments made to the Developer by the Client under this Agreement.

Client's responsibility

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

Client's warranty

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

Project Co-ordinator

- 14 The Client is entitled to appoint its own project co-ordinator hereinafter referred to as Project Co-ordinator to oversee the progress of the work and inspect the workmanship and such other duties as may be entrusted to him by the Client.

- 14.1 The Client is responsible for defining the role and responsibilities of the Project Co-ordinator.
- 14.1. The Client shall be wholly responsible for such Project Co-ordinator's fees, travel expenses and lodging.
1
- 14.2 The Project Co-ordinator may issue written instructions, details, directions and explanations to the Developer relating to:
- 14.2. Variation and / or modification of the SOW (Annexures A,B,C,D and E)
1
- 14.2. Amending and correcting defects
2
- 14.2. Any other matters involving the Products
3
- Upgrades to the licensed software** 15 If after the commissioning of video lectures(ie. after 1st April 2013), if the Developer develops any additional features with a request from client, for hosting the lectures which adds one or more new program function(s), the Developer shall grant a license to the client without any additional cost in respect of such program changes. In addition if the Developer adds some standard features/functions as a matter of product upgradation/Version upgradation such additions also should be covered under AMC and the Client is not liable to pay any extra charges for such upgradations.
- Promotional material** 16 The Developer will retain all rights to provide references to and demonstrate the Product to potential clients as promotional material and undertakes to acknowledge the Client as being the commissioning organization for development of the Product. The Developer ensures the Client protection of its confidential information whilst providing such demonstrations. The Client further agrees to acknowledge and credit the Developer “as developer of the product”, in all public communications, if the product developed wins an international award, recognition or competition.
- Effective date of Agreement** 17 This Agreement shall become effective as of the date set forth in the Preamble.
- Modification** 18 This Agreement embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties.
- Term, Termination and effects of Termination** 19 This Agreement shall commence on the Effective date of this Agreement and unless and until terminated earlier in accordance with the terms of this Agreement shall continue in force up to -----
----- . This Agreement may be renewed for such period and on such terms and conditions as may be mutually agreed by the parties.

- 19.1 If the parties are unable to agree to the Development Schedule in the SOW, within 4 weeks of the date of this Agreement then either party shall be entitled to terminate this Agreement by notice to the other on the date specified in such notice.
- 19.2 Either party may give notice in writing to the other to terminate this Agreement in the event of any default by such other party in the performance or observation of any of its obligations under this Agreement which is not remedied to the sa(Service Provider Name)faction of the party giving such notice within 30 days following delivery of such notice, such notice to contain reasonable particulars of default and to state the intention to terminate the Agreement unless such default is made good or remedied. Client may terminate this Agreement at any time by giving 30 days advance notice to the Developer.
- 19.3 Notwithstanding clause 11 of these presents; and subject to 19.2 above, in the event of termination of the Agreement by-
- a. **Client:** The client will adjust the advance paid to the developer against the services sa(Service Provider Name)factorily performed, materials properly prepared and any other Deliverables delivered to the agreed standard as of the termination date.
 - b. **Developer:** The Developer will refund to Client entire amount received by them within seven days of such termination together with interest thereon at SBI PLR rate from the date the advances/payments were made by the client till the date of repayment in view of non performance of the contract at its entirety.
- 19.4 Either party shall also be entitled to terminate this Agreement on giving written notice to the other to take effect as specified in the notice if:
- 19.4. the other becomes insolvent or a receiver is appointed over any of such other party's
1 property or assets.
 - 19.4. the other goes into liquidation, except for the purposes of amalgamation or restructuring and
2 the company resulting there from effectively agrees to be bound by or assume the obligations imposed on such other under this Agreement.
 - 19.4. the other ceases, or threatens to cease to carry on business.
3
- Force Majeure** 20 Neither party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government

laws or regulations, war or any other cause beyond its own control and without its fault or negligence.

Governing Law

21 The laws of India shall govern this Agreement and any dispute arising there from

Dispute Resolution

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

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

Service of Notice

23 All notices, requests, consents, demands and communications provided for by this Agreement shall be in writing and shall (unless otherwise specifically provided herein) be deemed given when mailed via airmail, by registered or certified mail, or by an international fast courier addressed to the address of the parties as provided in this Section 24.

As to -----
(Name and Address of (Service Provider Name))

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

Severability

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

- Construction** 25 The article headings in this Agreement are provided for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 25.1 References to Clauses and Annexures are references to the Clauses of and Annexures to this Agreement. Words and expressions in the Annexures shall (save where the context otherwise requires) have the same meaning throughout this Agreement.
- Consensus** 26 The parties acknowledge that they have read this Agreement and its Annexures, understand them and agree to be bound by their terms and conditions and further agree that this Agreement and its Annexures are the complete and exclusive state of the agreement between the parties, superceding all prior proposals or other agreements, oral or written and all other communications relating to the subject.
- Counterparts** 27 This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.
- Waiver** 28 The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- Rights and Remedies Cumulative** 29 All rights and remedies available to either of the parties under the terms of this Agreement or under the general law shall be cumulative and no exercise by either of the parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by this Agreement or otherwise available to it.
- Non-Solicitation** 30 During a period of five years from the effective date of this agreement, both parties agree to refrain from soliciting or employing or engaging in any capacity, directly or indirectly, any employee of other party.
- Sub-contractor** 31 Developer shall subcontract any portion of work to be performed under this Agreement to third parties with respect to any such assignment. The Developer shall be responsible for the acts of its sub contractors.
- Learner feedback** 32 The Developer, in its Endeavour to improve the quality of its services, has initiated a learner feedback form for its training programs. The developer, with the requisite consent of the Client,



presents an online Learner Feedback form for learners to be filled after they complete the course. This online learner feedback form will contain a few standardized questions and be included in the final deliverable. The Client may, if it wishes to, add any other custom feedback questions but shall not modify the standardized questions.

The Developer requests the Client to share with it periodically the Learner Feedback form data and the Course Assessment Scores. The Developer would then analyze the learner feedback & course assessment data and share the detailed report with the client. The Developer does not require any other learner information for this analysis. The Developer covenants with the client that this data will not be shared with other Developer clients and shall honour its confidentiality obligations as mentioned in the agreement, but will only use the data to improve the Developer's own design and production capabilities.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

IIBF

(Service Provider Name)

By :

By:

Title:

Title:

Date:

Date:

ANNEXURE - A

STATEMENT OF WORK

This Statement of Work (“SOW”) is made and entered into this --- , day of ----2013 by and between Indian Institute of Banking & Finance(IIBF), having its office at Kohinoor City, Commercial II, Tower I, Second Floor, Kirol Road, Kurla – West, Mumbai – 400 070. (“Client”) and ----- in connection with a certain project (“Project”) identified below.

I OVERVIEW

1.1 Project Commencement Date: -----

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

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

IIBF wants 125 hours video lectures to be created for 5 subjects(3 subject of JAIIB and 2 subjects of CAIIB). (SERVICE PROVIDER NAME) will develop these video lectures. The lectures will be in 5 subjects : Principles and Practices of Banking, Accounting and Finance for Bankers, and Legal and Regulatory Aspects of Banking, Bank Financial Management and Advanced Bank Management.

- (Name of (Service Provider Name)) will design and develop the video lectures for the 5 subjects mentioned above para.

The video lectures will be shot with a standard video camera and will support web playable format. These lectures should play in any standard browser. The lectures will be delivered/taken by the faculty identified by IIBF.

II Project Details

2.1 Project Contacts (primary contact details):

IIBF:

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

Mumbai – 400 070.

((Service Provider Name) – Project Co-ordinator details)

2.2 Deliverables:

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

2.3 Assumptions:

Content

- The faculty of IIBF will deliver the lectures which service provider has to record and host.

Management

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

General

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

2.4 Schedule:

Milestones	Week of Delivery
Commencement of Work	0
Completion of Video Shooting	7
Delivery of the final videos and completion of portal development	9
UAT of Video and Portal development and commission of the lectures	12

III FINANCIAL DETAILS

Project Cost:

Service Taxes will be applicable.

IV TERM OF THIS STATEMENT OF WORK

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

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

Client _____ (Service Provider Name) signing authority

By: _____	By: _____
Name: _____	Name: _____
Print or Type	
Title: _____	Title: _____
Date: _____	Date: _____

Annexures - B, C, D & E

STATEMENT OF WORK

This Statement of Work (“SOW”) is made and entered into this -----by and between Indian Institute of Banking & Finance (IIBF) (“Client”) and ((Service Provider Name) name)(“Developer”) in connection with a certain project (“Project”) identified below pursuant to the Master Agreement (“Agreement”) between Client and service (provider name) dated ----- . The terms and conditions of the Agreement shall govern the relation between the parties and shall be binding upon both the parties, except as mentioned herein below.

Overview

- 1.1. **Project Commencement Date:** -----
- 1.2. **Project End Date (projected):** -----
- 1.3. **Project Description:** Indian Institute of Banking & Finance (IIBF) has engaged ((Service Provider Name) Name) to provide an application for online registration and subscription for the various e-learning courses that (SERVICE PROVIDER NAME) is creating for them at this moment and a delivery platform for these courses. In addition to the Admin module IIBF needs a delivery platform for these

e-learning courses which would allow registered users to launch these e-learning courses and track the performance of users on these courses.

To fulfill the requirements of IIBF, (SERVICE PROVIDER NAME) had proposed development of an Admin Module integrated with a 3rd party IIBF payment gateway for online registration and subscription of the e-learning courses. Delivery and performance tracking of users on the subscribed e-learning courses would be done using (SERVICE PROVIDER NAME)'s Enterprise Learning Management System, Learning Planet.

I. Project Details

2.1. Project Contacts (primary contact details):

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

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

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

(SERVICE PROVIDER NAME) Contact Information:

2.2. SCOPE OF WORK

A VIDEO LECTURES would be provided to Indian Institute of Banking & Finance (IIBF) for unlimited users. The following functional modules would be provided to Indian Institute of Banking & Finance (IIBF) as part of the VIDEO LECTURES product:

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

In addition to VIDEO LECTURES, (SERVICE PROVIDER NAME) would also design and develop an Admin Module for user registration and subscription of e-learning courses, once the payment is received by a payment gateway using credit cards/Drafts. The admin module would provide functionalities that would allow a user to view a catalogue of e-learning programs available with IIBF. For online payments the admin module would be integrated with a 3rd party IIBF payment gateway. This 3rd party payment gate way will be provided and facilitated by IIBF. The 3rd party payment gateway would provide merchant transaction services allowing registered users to use their credit cards for course subscription.



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

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

- Carrying out a detailed system study to understand IIBF's requirements from Learning Management System and the Admin Module. The onsite system study would include understanding the functional requirements from the VIDEO LECTURES, screen level changes (addition, deletion of data fields), bandwidth availability and requirements. Any additional requirements/customizations or Screen level changes (addition, deletion of data fields) would be analyzed by (SERVICE PROVIDER NAME) after system study and would be scoped separately. Functionality changes/additions, screen level layout changes to the VIDEO LECTURES, data migration from any existing systems at IIBF, and integration with existing IIBF systems are not in scope of the current project.
- Preparation of the Functional Specifications Document (FSD) listing the detailed working of functionalities within the Admin Module and changes / customizations to (if any). IIBF would be required to sign-off the FSD for (SERVICE PROVIDER NAME) to start working on the Admin Module and changes discussed / finalized during the system study phase for VIDEO LECTURES.
- Customizing to meet the branding guidelines of IIBF for color and company logo. Screen layout changes are not included in the scope of work.
- Testing of the Admin Module and final version of the VIDEO LECTURES within (SERVICE PROVIDER NAME)'s internal testing infrastructure
- Hosting of the Admin Module and VIDEO LECTURES with a 3rd party ISP. (SERVICE PROVIDER NAME) would host the Admin module and VIDEO LECTURES with its preferred ISP.

- Maintenance of the VIDEO LECTURES and Admin Module by (SERVICE PROVIDER NAME) for a period of one year. The scope of work included under maintenance is described under the Maintenance section (Annexure D)
- Administration of the Admin Module and VIDEO LECTURES for manual registration of users, courses, enrolments, and reporting would be done by (SERVICE PROVIDER NAME)
- Level 1 and Level 2 support to end user via email. A detailed description of the services provided under the support specifications has been provided under the “Maintenance and Support” section of this SOW.
- IIBF will provide the sign-off on the final version of the Admin Module and VIDEO LECTURES deployed in the hosting environment.

2.3. ASSUMPTIONS

- Technical
 - The VIDEO LECTURES and Admin Module would be provided in English language only
 - The VIDEO LECTURES and Admin Module would be designed to work with any standard Application server and Standard RDBMS as the database server
- Management
 - IIBF will provide a single point of contact to enable (SERVICE PROVIDER NAME) to capture all the relevant details of the business requirements. This person will be expected to:
 - Involve other IIBF personnel or other external sources of information as required
 - Be responsible for regular project reviews, tracking and monitoring of the project with (SERVICE PROVIDER NAME) team.
 - Providing requisite information for user registration, courses and course enrolments

- Administration of the VIDEO LECTURES (creation of users and courses, management of training, reporting etc) would be done by (SERVICE PROVIDER NAME)

2.4. NOT IN SCOPE

- Any onsite visit to IIBF offices outside Mumbai
- Multilingual versions of the VIDEO LECTURES and Admin Module
- Purchase of any additional hardware / software licenses required for deployment of the Video Lectures and Admin Module
- Support for additional OS (MAC, Linux etc) for end user machines. The Video Lectures and Admin Module should be designed to work on any standard GUI based desktop operating systems.

2.5. SUPPORT SERVICES

Level 1 Support

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

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

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

Level 2 Support

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

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



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

Communication

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

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

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

Severity Levels

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

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

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

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

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

Major: This severity is assigned when the Program Error is not a Production Down, Critical or Implementation Down problem, but causes a partial loss or degradation of performance of an important function of the Software (or is a verified functional defect in the Software) with limited impact on the Client's operations. The problem may require use of an available temporary work-around to maintain the functionality until a more permanent solution is developed.

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

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

Severity Assignment

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

Response Times

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

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

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

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

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

2.6. Schedule:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13

Analysis	System Study for Admin Module and VIDEO LECTURES Demo												
Documentation		Functional Specification Document and GUI Design											
Design and Development			Design and Development of Admin Module and VIDEO LECTURES Branding as per the IIBF Branding Guidelines										
Testing								Product Testing and Changes					
Alpha Delivery and Review									Alpha Delivery and Implementation of IIBF Review Comments				
Gold Delivery													Gold Delivery and Signoff

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

II. Financial Details [ANNEXURE B]

3.1. Project Cost:

Annual License and Hosting cost of Video Lectures for unlimited registered users (unique login) and Admin Module for online registration and subscription of the video lectures. The cost provided below also includes maintenance contract (AMC) for 5 years from -----1st April 2013 to 31st March 2018.

Video Lectures Hosting and Maintenance Cost for per annum for 5 years (from 1st April 2013 to 31st March 2018) is: Rs. /-(**Rupees ----- only**). The payments will be made in 4 equal installments after satisfactory performance of the previous quarter.

Admin Module Development Cost: **INR (Rupees -----only)**

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

Mandatory Taxes

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

Payment terms

The payment schedule on a milestone basis in respect of the Admin Module is as follows:

Milestones for payment	Payment (INR)
Advance with award of contract	
FSD Delivery and Sign Off	
Alpha Delivery	
Final Delivery and Sign Off on the Admin Module	

III. HOSTING [ANNEXURE C]

Hosting of the IIBF VIDEO LECTURES will include the following activities:

- Deployment of the VIDEO LECTURES in the hosting environment
- Hosting will be for a period of 5 years
- The contract and SLA would be between the Hosting provider and (SERVICE PROVIDER NAME) and IIBF will not be party to the hosting contract and service level agreement.

IV. MAINTENANCE [ANNEXURE D]

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

Changes/ scope of work covered:

Any change request that requires less than 1 working day or 8 working hours of effort to resolve and test will be included under this maintenance agreement. With the exception of a Software Defect, which will be fixed regardless of estimated



effort, all decisions to include or not would be taken by the Project Manager, approved by the Client, and reviewed by the Chief Architect for VIDEO LECTURES, from whom clarification can be sought in case of doubt. Change requests that require more effort would have to be treated outside the scope of this Maintenance agreement and will be considered separately under Change Request as described below

Description of the Services

Maintenance of the video lectures will include only the following activities:

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

Change Request:

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

Acceptance criteria:

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

Engagement and Reporting:

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

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

V. ADMINISTRATION [ANNEXURE E]

Administration of the IIBF video lectures will include the following activities:

- (SERVICE PROVIDER NAME) administrator to create login credentials (user ids and passwords) for the list of users already registered with the IIBF through a bulk upload process
- (SERVICE PROVIDER NAME) administrators to import courses into the VIDEO LECTURES and will assign the course to the already existing user as per the list provided by IIBF
- (SERVICE PROVIDER NAME) administrator to update the assignment of the course and its validity as per the information provided by IIBF on regular intervals as discussed and finalized between both the parties, for users already registered with the IIBF
- (SERVICE PROVIDER NAME) administrator to generate reports as and when requested by IIBF
- (SERVICE PROVIDER NAME) administrator to acknowledge to user questions / queries within 1 working day, the resolutions will be based on

the support SLA defined under section SUPPORT SERVICES of this SOW

- (SERVICE PROVIDER NAME) administrator to create and assign/de-assign administrative roles to users as per the request from IIBF

VI. Term of this Statement of Work:

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

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

CLIENT

(SERVICE PROVIDER NAME).

By: _____

By: _____

Name: _____
Print or Type

Name: _____
Print or Type

Title: _____

Title: _____

Date: _____

Date: _____