

**Appointment of Professional training Agency (s) for training of
Marketing Officers & identified persons as Point of Contact
Relationship Manager in Branches –RFP Ref. No. MTBD/01/2019-20**

Date: 26/10/2019

ADDENDUM

Payment Terms

The terms of payment will be as follows:

- a. 90% Payment of monthly invoice towards the Training services as defined in the scope of work/Training will be released within 30 days from the receipt of monthly invoice raised by the Bidder. Remaining 10% of the invoice shall be paid after successful completion of contract period (6 months). The invoice should contain number of candidates trained during the month along with attendance sheet duly signed by the observer/competent authority of the Bank along with Feedback collected from trainees.
- b. Payment will be made as per actual number of participants attending the training and actual number of days participant attended the training (minimum committed batch size and number of participant as per scope of work will be honored).
- c. The bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied.
- d. Penalties for not meeting the services criterias during stipulated time will be as per defined penalty/SLA, on account of non-compliance of Service Requirements shall be deducted from the invoice value.
- e. All the payments to the bidder shall be subject to the report of satisfactory accomplishment by the Bank.
- f. No advance payment will be made by the Bank.
- g. TDS on payments will be deducted as applicable.
- h. All the payments will be made to bidder in Indian Rupees only. <

Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by Marketing & TBD, department Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory report submitted by the observer/competent authority of the bank. Also the bidder has to submit all the necessary certificates and documents related to training programme conducted satisfactorily.

Delay in Adhering to the Project Timelines/SLA/Penalty

The bidder must strictly adhere to the time schedule in line with the SLA executed between the bank and the bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- ☐ Penalty
- ☐ Termination of the agreement fully or partly

a. The bidder should train at least 1000 trainees per month at various training centers across India. If there is any delay from this schedule/less than 1000 of total trainees per month, then Bank will recover a penalty of Rs.5,000/- per candidate from the bidder for the shortfall in achieving the target for the first month. Further, penalty will be recovered at the rate of Rs.10,000/- per person for subsequent month respectively subject to a maximum penalty of Rs. 5 lac for the project. However, in case of any delay due to Bank, penalty will not be levied on the bidder for that month.

b. As mentioned under scope of work, details of identified training centers at each zone along will be made known to the selected partner well in advance. In case the bidder fails to conduct/discontinues the training assignment in any one or more identified centers, then penalty of 5% of total project cost will be charged for each discontinued training center.

c. The Bank also reserves right to claim damages for improper or incomplete execution of the assignment. In case the order / contract is cancelled, the Performance security amount submitted by the bidder will be forfeited/invoked. Any deviations from the norms would be treated as breach of the contract by the bidder and will be dealt with accordingly.

Penalties & service Level Agreement

Bank expects that the Bidder shall be bound by the Service Levels described in this document.

The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender while providing the training and subsequent support as per the scope of the work.

Adherence of Cyber Security

Bidders are liable for not meeting the security standards or desired security aspects as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.