

**Request for Proposal from Interested Service Providers
for Facilitating Crèche / Day Care facility at Bank of
Baroda.**

RFP No. HO:HRM:115/2144 dated 05.07.2023



**HRM Department
Bank of Baroda
Head Office,
R. S. No. 576, RC Dutt Road,
Alkapuri, Baroda 390007**

REQUEST FOR PROPOSAL FOR ENGAGING SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA.

Table of Key Information on the RFP Response Submission

Sr. No.	Activity	Time Line
1.	RFP Issuance date	05th July 2023
2	RFP Coordinator Name & Contact details	Mr. Manoj Kumar Bakshi Dy. General Manager (HRM) Strategic HR Dept. Bank of Baroda, Head Office, 6 th Floor, Baroda Bhavan, Alkapuri, Vadodara – 390007.
3	Last date for receipt of queries/ clarifications before the pre – bid meeting through email on: - (strategichrm.ho@bankofbaroda.co.in)	09th July 2023 <i>(Queries to be sent strictly as per Annexure 12)</i>
4	Pre – bid Meeting Mode: Via VC / In-Person VC details will be shared later	At: Bank of Baroda, Head Office, Sixth Floor, RC Dutt Road, Alkapuri, Baroda 390007 Interested bidders are advised to send email & contact details of SPOC (on the company's letter head signed by the authorized signatory) to the following email id on or before 09th July 2023 for receiving the link for joining the meeting: strategichrm.ho@bankofbaroda.co.in
5	Last Date and Time for submission of RFP Response (Closing Date)	26th July 2023, 05:00 PM (IST) <i>(Submission as per Information & Formats Provided in Annexures 01 – 18)</i>
6	Eligibility cum Technical Bid Opening Date, Time & Venue	27th July 2023, 12:00 PM (IST) 6 th Floor Conference Room Bank of Baroda, Head Office, 6 th Floor, Baroda Bhavan, Alkapuri, Vadodara – 390007. Link for participating through Video Conferencing (VC) / Other Audio-Visual Means (OAVM) will be shared with the Bidders who submitted Response to RFP by email and notification on Bank's website under tenders' section.
7	Technical Bid	As per Annexure 09
8	Commercial Bid	As per Annexure 10
9	Date, time & venue for Technical Bid Presentation and Commercial Bid Opening	Dates, time & venue / mode for Technical Bid Presentation and Commercial Bid opening will be informed in due course through email to the bidders who qualify technical bid eligibility criteria by email and notification on Bank's website under tenders' section.

10	Non-Refundable Application Money Account Information: Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARBOALKAPU	INR 5,000/- (Indian Rupees Five Thousand Only) Details as per Section 1.11
11	Bid Security (Earnest Money Deposit or EMD) Account Information: Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARBOALKAPU	INR 2,00,000/- (Indian Rupees Two Lakhs Only) EMD to be submitted by Account Credit via NEFT/RTGS/Online Transaction/ Deposit in any of the BOB Branches/ etc. Details as per Section 1.11
12	Mode of bid submission	Online – Signed (Digital or Otherwise) Soft Copies of Bid Documents via Email

Note: The above timelines are indicative.

The Bank reserves the right to modify the above stipulated timelines without assigning any reasons whatsoever. Any such modifications will be displayed under the Tenders' section at the Bank's Website.

Important definitions/ clarifications:

- “Bank” or “BOB” means Bank of Baroda (International operations excluded).
- “Scheduled Commercial Bank” or “Commercial Bank” means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
- "Recipient", "Respondent", "Service Provider" and "Bidder" means respondent to this RFP document.
- Proposal, Bid means “Response to the RFP Document”
- ‘Onsite’ means the crèche / day care facility located in the Bank of Baroda office premises (own or rented).
- “Offsite” means the crèche / day care facility of the Service Provider where Bank seeks to get admission for the children of Bank of Baroda employees.
- “Children” means the dependent children of employees of our Bank who are from 6 months to 6 years of age.
- Party to the bid can be "Company", "Limited Liability Partnership", "Firm", "Proprietor firm", "Partnership firm" registered in India.
- "RFP" means this Request for Proposal document.
- “Successful Bidder”, "Selected Bidder", “Selected Service Provider” means the Bidder/Service provider who is declared successful after completion of the entire process of evaluation as defined under this RFP.
- “Employee” means employee who is in the active services of Bank.
- “Fee”, “Service Fee”, “Service Charge”, “Cost” means the amount that is payable by the Bank to the Service Provider on monthly basis or for a particular assignment or a one-time fee, subject to the context. “Monthly Fee” is the recurring amount that is payable by the Bank or the Employee or the Parent to the Service Provider, every month for the services offered by the service provider.
- “Personnel/ Resources” means professionals and support staff provided by the Bidder.

- “Contractual Agreement”, “Contract” or “Agreement” means the Contract signed by the Parties and all the attached documents and the appendices, consequent to the completion of the proceedings as per the RFP.
- “Assignment” means the work to be performed by the selected Bidder pursuant to the Contract.
- “SLA” means Service Level Agreement.
- “NDA” means Non-Disclosure Agreement.

Please note:

- I. “Bidder” (including the term ‘tenderer’, ‘service provider’ 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 RFP process.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, 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 majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. 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;
 3. 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;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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.

Confidentiality

This RFP document is meant for the specific use by the Bank and person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda 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 bidders shall be held responsible for any misuse of information contained in this RFP document in the event that such a circumstance is brought to the notice of the Bank. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.

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1 BACKGROUND & RFP TERMS

1.1 Bank's Profile

Bank of Baroda, referred to in this document as the “Bank”, is a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051. The expression ‘Bank’ unless repugnant to the context or meaning thereof will mean and include its successors and assignees. Bank intends to issue the bid document herein after called “RFP” to invite eligible service providers to participate in the competitive bidding for facilitating Crèche / Day Care Facility at Bank of Baroda.

Bank of Baroda is the second largest Public Sector Bank with pan-India presence and international operations in various countries across the globe. Known as ‘India's International Bank’, Bank of Baroda has a reputation of being at the forefront in the implementation of innovative, employee centric initiatives such as:

- Introduction of various scholarship schemes and tie ups with renowned school chains for securing the future of the children of our employees.
- Onboarding of many reputable hospitals / medical centers for facilitating Bank sponsored Annual Medical Checkup of employee & spouse on pan India basis.
- Developing of ‘Employee Assistance Program’ to help the staff members overcome challenges in personal & professional lives.
- Introduction of onsite Crèche / Day Care Facility in order to aid working parents in taking care of young children during working hours.

We have been appreciated for our progressive HR practices on various platforms, with the Bank recently being recognized as ‘Great Place to Work’ by Great Place to Work® Institute for second year in a row.

1.2 Purpose

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) for engagement of service providers for facilitating Crèche / Day Care Facility at the Bank.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of the subsequent RFP process post this RFP and appropriate documentation being agreed between the Bank and the Respondent as selected eventually by the Bank.

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient”). This RFP document has been prepared for the purpose of enabling the Bank to define the requirements for engagement of Crèche / Day Care service providers for operating Bank’s onsite Crèche / Day Care facility set up for children of our employees.

The RFP document contains statements derived from information that is believed to be true and reliable as on the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its Directors, Officers, Employees, Agents, Representative, Respondents, or Advisors give any representation or warranty (whether

oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.3 Disclaimer

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, Employees, Respondents, Representatives, Agents and Advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written, expressed or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, respondents, representatives, agents, or advisors.

1.4 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.5 No Legal Relationship

This RFP is not an offer by the Bank, but an invitation for Recipient’s response. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Recipient / Respondent. No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.6 Recipient Obligation to Inform Itself

Recipients must apply their own care and conduct & their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.7 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the evaluation and selection of the bidding organizations, not limited to those criteria/process detailed in selection process set out in this RFP document.

The issuance of RFP document is merely an invitation to seek responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it construe as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting the response to this RFP document that the bidding

organization has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.8 Errors and Omissions

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, on the email or at the address mentioned above. Refer point number 3 of Page 2 under Table of key information.

1.9 Standards

All standards to be followed in accordance with specifications detailed in RFP document.

1.10 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document, in totality without any condition whatsoever.

1.11 Application Money and Earnest Money Deposit

- i. Bidders satisfying the eligibility conditions (mentioned in Section 3) and general terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Section 2, may submit their bid on or before the time line stipulated in the Table of Key Information. The Bidder will have to submit the Application Money (Non-refundable) of Rs. 5,000/- (Indian Rupees Five thousand only) through electronic mode at the time of submission of the technical bid, along with RFP response. The proof of the same is to be submitted while opening of eligibility bid, failing which the bid of the concerned bidder may be rejected. The Application money is to be submitted through electronic mode to the below mentioned account. The details of the account are as under: -

Account Number: 02000400000062

Account Holder Name: Bank of Baroda, Head Office

IFSC Code: BARBOALKAPU - '0' denotes 'Zero'

The Bank reserves the right to accept or reject any Bid in part or in full and to cancel the Bidding process and reject all the Bids at any time prior to contract award, without thereby incurring any liability to the affected. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders.

During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the Bank.

- ii. Bidders are required to submit an Earnest Money Deposit of an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) through electronic mode or via Bank Guarantee (as per the format prescribed in RFP - Annexure 05) at the time of submission of the technical bid, along with RFP response. The proof of the same is to be submitted along with the bid submission, failing which the bid of the concerned bidder may be rejected.

The Earnest Money Deposit is required to protect the Bank against the risk of the selected bidder's possible misconduct.

- iii. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid security is valid for 90 days from the Bid closure date and to be submitted through electronic mode to the below mentioned account. The details of the account are as under:

Account Number: 02000400000062
Account Holder Name: Bank of Baroda, Head Office
IFSC Code: BARB0ALKAPU - '0' denotes 'Zero'

- iv. Non submission of Earnest Money Deposit either electronically or via Bank Guarantee (as per the format prescribed in RFP - Annexure 05) will lead to outright rejection of the bid. The EMD will be returned by the Bank within four weeks from closure of the selection process to the unsuccessful Bidders who have not been selected. The Respondent shall submit the Bank Account Details to refund the EMD, while submitting its response to RFP.
- v. The EMD shall be denominated in the Indian Rupees only.
- vi. No interest shall be paid on the EMD.
- vii. The EMD submitted by the Selected Organization shall be retained with the Bank as "Security Deposit" payable by the Selected Organization or Successful Bid Winner. The same shall be returned after completion of the "Service Term" on successful completion of the assignment. Security Deposit payable by the Selected Organization or Successful Bid Winner - The EMD submitted by the Selected Organization shall be retained with the Bank towards security deposit for the entire period of the contract.
- viii. The EMD of the Respondents may be forfeited by the Bank, at its discretion, if the Respondent withdraws its bid during the bid validity period.
- ix. **Forfeiture of EMD/Security Deposit:** The amount of Earnest money deposit would be forfeited in the following scenarios:
- a) In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.

In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 15 days of issue of contract order/letter

of intent for any reason whatsoever; or fails to comply with any other condition precedent to signing the contract specified in the RFP documents.

x. **Exemption for application money and EMD amount:**

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

xi. **Preference to make in India initiative**

“Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage ‘Make in India’ and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of ‘Local content’ where ‘Local content’ means the amount of value added in India as a percentage of total value in percentage”

1.12 Registration of RFP Response

Submission of relevant documents by the bidder via email in response to this RFP will be considered as registration of RFP response. The registration must contain all documents, information and details required by this RFP. In case of non-submission or incomplete submission of the documents and information required, the RFP Response is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

1.13 RFP Validity Period

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of RFP responses.

1.14 Appointment Period

Post the evaluation process, the Selected Service Provider would be initially appointed by the Bank for a period of 24 months which may be extended further up to 12 months at the sole discretion of the Bank and as deemed necessary, subject to satisfactory performance.

1.15 Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per the format provided in the RFP (Annexure 12). The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as a Corrigendum / Addendum to the RFP and will be published on the Bank's website under the Tenders section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in **"Key Information on the RFP Submission"**.

The Bank may in its absolute discretion seek any additional information/ clarification from any Recipient on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Recipient(s) Response to the RFP.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s) through any mode deemed fit. The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

1.16 Notification

The Bank shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Bank is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated after opening and necessary processing of Commercial Bids of the short-listed Respondents. All general announcements and notifications shall be made available on the website of the Bank. All concerned are advised to visit the website of the Bank from time to time to ensure to gather all necessary information pertaining to this RFP.

1.17 Disqualification

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

1.18 Language of Bid

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in the **English language only**.

1.19 Formats of Bids

The Respondents must refer to laid out criteria and use the formats prescribed by the Bank while submitting the RFP Response (Annexures 01 – 18). The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered

their services for execution of similar projects.

1.20 Time Frame

The timeframe has been provided at the start of this document under Table of Key Information for the overall selection process. The Bank reserves the right to modify this timeframe at its absolute and sole discretion and without providing any notice/ intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

1.21 Late Submission / Minor Non – Conformity and Rejection of Bid Submission

On-time submission of responses is strongly encouraged and recommended. Bid submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/ rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late bid response. The Bank has no liability to any Respondent who lodges a late bid submission for any reason whatsoever.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

Please note that in the following cases, the Bank in its absolute discretion may reject the bids received from the Bidder:

- Submission of Proposal after the Time stipulated in this RFP Document.
- Misleading / incomplete information / submission of improper and/or incomplete documentation.
- Bid submission without the Respondent's name
- Price information in any other place than 'Commercial Bid'
- Submissions are not in order as directed in this document

In the following circumstances, the Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by the Bank.

- Related parties as prescribed below should not submit more than one bid.
 - a) Bids submitted by the holding company and its subsidiary company;
 - b) Bids submitted by the companies having common director(s)
 - c) Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management
- Only signed (digital or otherwise) soft copies of bid documents (via email) shall be acceptable and any other forms of communications will not be accepted by the Bank.
- Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same Service Provider the first submission will be treated as final by the Bank for the purpose of evaluation of responses. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.

- Documents should be either digitally signed or scanned copies of original signed documents, which should be submitted via email in a password protected form. Unsigned / unprotected responses would be treated as incomplete and are liable to be rejected at the sole discretion of the Bank

The Bank shall be under no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

1.22 Page Numbering

All the relevant pages of the response are to be numbered, stamped and signed by an authorized signatory on behalf of the Respondent. The number should be unique serial number across the document.

1.23 Pre-Bid Queries

The Bidder should carefully examine, understand the scope, terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek clarification in writing as per Annexure 12, in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing by e-mail to the RFP Co-ordinator by the intending Bidders before the timelines specified.

A Pre-Bid meeting shall be arranged (either in-person or Video Conferencing) as per the details mentioned under “**Key Information on RFP Response Submission**”.

1.24 RFP Response Submission Details

- i. The Proposal shall be in two parts viz. Technical Bid and Commercial Bid. Both the Technical and Commercial Bid shall be submitted as separate password protected e-documents named as: -

- **“TECHNICAL PROPOSAL - Engagement of Service Providers for facilitating Crèche / Day Care Facility at Bank of Baroda. TENDER REFERENCE RFP No. HO:HRM:115/2144 dated 05.07.2023”**

AND

- **“COMMERCIAL PROPOSAL - Engagement of Service Providers for facilitating Crèche / Day Care Facility at Bank of Baroda. TENDER REFERENCE RFP No. HO:HRM:115/2144 dated 05.07.2023”, respectively.**

- ii. The two separate password protected e-documents (for example ZIP folders) should be sent either via e-mail or shared with us via secured, organization approved file sharing services, with subject “Proposal for Engagement of Service Providers for facilitating Crèche / Day Care Facility at Bank of Baroda - TENDER REFERENCE RFP

No. HO:HRM:115/2144 dated 05.07.2023". Bids submitted by any other means will not be accepted by the Bank.

- iii. The Proposal should also have the required transaction details / UTR number of the Application Money and the EMD payments, as specified.
- iv. The e-mail and every document submitted by the Bidder should have the following information:
 - Name of the Bidder
 - Type of offer: Technical Bid/ Commercial Bid
 - Date of Submission
 - Contact name, number (mobile) and email address of the single point of contact of the Bidder's representative for this RFP
- v. The RFP response document should be submitted to the Bank in Original at any time, when and if required by the Bank.
- vi. Eligibility Criteria - Section 3: Bidders must read the eligibility criteria provided in Section 3 carefully before applying. The Proposal of only those Bidders who satisfy all the specified conditions will be considered for further evaluation process. To be eligible for evaluation of its Proposal, the Bidder shall have to fulfil all the Eligibility Criteria given in Section 3.

1.25 Clarification of Offers

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarification from any of the bidders/ all of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof / supporting documents required against clarifications, if applicable. The request for such clarifications and the bidder's response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

Bank reserves its rights: -

- To amend / vary or modify the terms and conditions of this RFP.
- To halt / cancel the RFP process without prior intimation.
- Reject / cancel the quotation without assigning any reason.
- Negotiate with the selected bidder/s on the commercial quote.

1.26 Other Provisions

The Bank expects the Service Provider to adhere to the terms of this RFP and would not accept any deviations to the same. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Service Provider, the RFP shall be the governing document for arrangement between the Bank and the Service Provider.

The Bank expects that the Service Provider appointed under the RFP to have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank. The Bank reserves the right to ascertain information from the service provider with which the Respondents have rendered their services for execution of similar projects.

The selected bidder shall be expected to deploy appropriate number of competent resources for seamless rendering of specified services. The Bank reserves the right to insist the service provider to replace any professional 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 hamper the flow of service.

1.27 Other Terms and Conditions

- The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- **Information Provided:** The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- **For Respondent Only:** The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- **Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- **No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- **Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- **Evaluation of Offers:** Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

- **Acceptance of Terms:** The bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.
- Only one submission of response to RFP by each Respondent will be permitted.
- The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- All responses received after the last date/time as mentioned in Table of Key Information would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- All the queries and communication relating to the RFP must be addressed to the RFP Coordinator as per the details provided in the Table of Key Information.
- Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should invariably provide details of their email address as response to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

- The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- The bidders are required to quote for all the services mentioned in the “Scope of the Project” and all other requirements of this RFP. In case the bidder does not quote for any of the services, the response would be deemed to include the quote for such unquoted service. It is mandatory to submit the details in the Annexures provided along with this document duly filled in, along with the offer. The Bank reserves the right to not allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums / corrigendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities

were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

- The bidder covenants and represents to the Bank the following:
 - It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- The execution, delivery and performance under an Agreement by bidder:
 - Will not violate or contravene any provision of its documents of incorporation;
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- **Preliminary Scrutiny:** The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- **No Commitment to Accept Lowest bid or Any Tender:** The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- **Erasures or Alterations:** The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such

- as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- **Price Discussion:** It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
 - If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
 - The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
 - The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
 - RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

1.28 Other RFP Requirements

The Bank reserves the right to modify / change the scope of work at any phase of the contract. This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Service Providers about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on the Bank’s website only. The Bank reserves the right to extend the dates for submission of responses to this document.

Service Providers shall have the opportunity to clarify doubts pertaining to the RFP in order

to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted in the prescribed format to the RFP Co-ordinator mentioned in “**Key Information on the RFP Submission**” and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank’s website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Service Provider, who posed the question, will remain anonymous.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Service Providers for clarification of their offer. The Bank has the right to disqualify the Service Provider whose clarification is found not suitable to the proposed assignment.

Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Right to Alter Scope – The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the purpose of the RFP.

If the Bank is not satisfied with the proposal specifications as given in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

1.29 Payment Terms

Payment as quoted in the bid process and accepted by Bank shall be made as per actual availment of services by the employees. The payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank. If any of the items/activities as mentioned in the price bid are not taken up by the bidder during the course of the assignment, the Bank shall not pay the professional fees quoted by the Bidder in the price bid against such activity/ item.

1.30 Sub - Contracting

The selected service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service as prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work / services shall be subcontracted without the prior permission from the Bank in writing

1.31 Dispute Resolution

The Bank and the Selected Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the Bank and the Respondent, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank's project manager/ co-ordinator and the Selected Service provider's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the emerging authorized personnel designated by the Selected Service Provider and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Selected Service Provider and the Bank, the Bank and the selected Service Provider have been unable to resolve contractual dispute amicably, either party may opt for referral of the dispute to formal arbitration for resolution.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a Sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction in Mumbai.

1.32 Governing Laws

This RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

1.33 Assignment

The selected Bidder agrees that the firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent agreement to any entity including the Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected bidder under this RFP.

1.34 Termination

The Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request

For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

The Bank shall terminate this assignment with the Service Provider in the following events:

- The Service Provider commits a breach of any of the terms and conditions of the bid/contract.
- Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) working days after written notice given by the Bank.
- Failure by Service Provider to provide a reasonable plan to cure such breach, which is acceptable to the Bank, within thirty (30) working days.
- The progress made by the selected service provider regarding execution of the contract is found to be unsatisfactory by the Bank.
- The Bank reserves its right to cancel the order if discrepancies / violations are observed in the various reports provided to the Bank as per scope of work.
- In case the Bank cancels any particular order, the advance payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of agreement with the Service Provider.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, 'the Bank' reserves the right to get the balance contract executed by another party of its choice by giving three months "notice for the same. In such event, the selected bidder is bound to make good the additional expenditure, which 'the Bank' may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

1.35 Publicity

Any publicity by the selected Bidder / Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

1.36 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the agreement. Also, the bidder shall comply with the provisions of code of wages and other labour welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

1.37 Order Cancellation

PART EXIT CLAUSE: Bank may at any time terminate or exit from the agreement for all /

some specific services by giving prior notice in writing, if deemed necessary. Bank may choose to utilize its own expertise / use any other service provider with better value proposition for customers or engage an agency identified by the Government / Regulatory / other statutory body to provide all / select services depending upon the nature of technical independence of the services / module on the proposed solution and thus fully / partly exit from the arrangement. In such cases, the amount due for the service / module for subsequent period would not be payable.

1.38 Corrupt and Fraudulent Practices

As per the Central Vigilance Commission (CVC) directives, it is required that selected Bidders / Respondents / Service Providers observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this RFP:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Service Provider (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.

The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, for awarding of contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Every participating bidder required to execute an integrity pact at the time of submission of bids as per Annexure 14 and also submit undertaking as per Annexure 13 regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the Order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance Department of expenditure.

1.39 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary / Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements / contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

1.40 Service Level & Non-Disclosure Agreement

The successful Bidder shall execute (a) a Service Level Agreement (SLA) (Annexure 15), 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; and (b) Non-Disclosure Agreement (NDA) (Annexure 15). The Bidder shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The

contract shall be executed by the authorized signatory of the Selected Firm / Service Provider. A power of attorney to that effect shall be submitted by the successful Bidders.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any, shall be borne by the Service Provider.

1.41 Right to Reject Proposals

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit.
- It is not properly or duly signed.
- It is received after expiry of the due date and time.
- It is submitted via a mode other than the one specified in the RFP.
- It is incomplete including non- furnishing of the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties.
- It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- Reject any or all responses received in response to the RFP.
- Extend the time for submission of all proposals.
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

1.42 Adherence to Standards

The Bank reserves the right to ascertain information from other Banks and Institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of Bidder selection process and any strong adverse comment / action about product or service would make the Bidder ineligible for further assessment/ processing.

1.43 Substitution of Project 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 Service Provider shall be permitted to do the same only after the concurrence of the Bank by providing alternate staff of same level of qualifications and

expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments have been made by the Bank to the Service Provider during the course of this assignment besides claiming an amount, equal to 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.

1.44 Penalty & Liquidated Damages

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

Penalty would be calculated at rate of 1% (one percent) of the undelivered portion of the order value per week, with the service provider being charged for every week's delay as per the specified delivery schedule, subject to a maximum of 5% (five percent) of the project value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Service Provider.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% (five percent) of the project value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

1.45 Audit

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency / personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges / penalty levied by the RBI / Bank.

The Bidder should allow audit or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the quality / integrity/ internal controls of the system and/or solution offered to the Bank.

1.46 Abiding With the Universal Human Rights & Bank's Code of Ethics

The Service Provider who will be selected shall comply with the Bank's Code of Ethics which is available on the Bank's Website -> Shareholder's Corner -> Policies Documents -> Our Code of Ethics (or [Click here](#))

The selected service provider shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct.

1.47 Disclaimer

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written, express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

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2 SCOPE OF THE PROJECT

2.1 Project Scope & Coverage

All employees who are in the services of Bank are eligible for availing Bank's Onsite Crèche / Day Care facility for their children (6 months to 6 years) at the places where such facility is established. Presently, Bank's onsite crèches are set up and available at the following centers:

1. Baroda Sun Tower, Mumbai, BKC Mumbai (Capacity: 25 Children)
2. Head Office Baroda, Alkapuri, Vadodara (Capacity: 25 Children)
3. Zonal Office Bangalore, MG Road, Bangalore (Capacity: 35 Children)

Bank intends to set up additional onsite Crèches / Day Care facility at identified locations on the Bank's premises (own or rented) / office locations in different cities / centers across India.

The Bank may also opt to facilitate admission for the children of our employees in the Crèche / Day Care facility run / offered by the Service Provider in any of the locations where Bank has its presence, other than 'Bank's Onsite Crèche / Day Care Facility'.

2.2 Contract Period

The services of the selected bidder/s shall be engaged initially for a period of two years, which may be extended for further period of one year based on satisfactory services, on mutual consent.

2.3 Other Terms & Conditions

The broad terms and conditions of the proposed engagement of service provider, on selection shall be as follows:

- The Service provider engaged by the Bank shall cater only to the Bank on B2B model and will not entertain B2C with our employees directly. If any employee avails direct service without Bank's permission the same will not be considered as benefits under the Bank's Crèche facilities extended to the active employees.
- The Bank shall provide the details of employees and their children eligible / selected for the facility in any of the Bank's crèches.
- The Bank will be the only authority and owner of the space, equipment, materials, etc., available at the Day Care Facility/Centre. The service provider will not have any right or title of the said facility.
- The Bank shall provide supply of electricity and water, housekeeping support, security support to the Bank's onsite crèche / day care facility.
- The Service Provider has to assist in setting up a modern and well-equipped Day Care Centre complying with all security aspects / guidelines and operate and maintain the same in a neat and hygienic condition.

- The Service Provider shall provide services for 10 hours during all Business days, between 9:30 am to 7:30 pm (timings may vary subject to local requirements), Monday to Friday and all working Saturdays, subject to statutory compliances being met for the individual team members at the Day Care centre. At a later date, Bank and the Service Provider may mutually decide to modify / change the time duration depending upon the demand/requirements of the Bank's employees. The cost implications, due to such change if any would be agreed by and between the Bank and the Service Provider on a case-to-case basis.
- The Service Provider shall at its / their own cost recruit, train and depute staff with required competency, quality and integrity for rendering the day care services by strictly adhering to the guidelines laid down by / under any statutes, directives, regulations, codes or industry practice which shall exist or may come into force at any time during the period of association between the Bank and the Service Provider.
- The service provider shall maintain a log of the time when each employee enters and leaves the Day care centre.
- The Service Provider shall forthwith substitute/replace or withdraw any of its employee/s engaged at the Bank's centre from the provisions of the services if, in the opinion of the Bank
 - The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank of Baroda or assessed through feedback mechanism.
 - The engagement or provision of the services by any particular employee is prejudicial to the interests of Bank of Baroda.
- All employees engaged by the Service Provider shall be in its / their sole employment and it / they shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.
- The Service Provider undertakes that its employees, agents and contractors deputed for rendering the Services under this Agreement will be suitably qualified, be currently registered with the recognized trade body if any and experienced to carry out the work required under this Agreement. That they will be able to produce any necessary documentation required by the Bank to verify these facts and satisfy any government agency/local authority/other statutory body.
- The Service provider shall continually innovate and upgrade the quality of services provided subject to economic viability of the same and in - house promotion of the facility would be the responsibility of the service provider.
- The Service provider shall operate the Day Care facility through competent trained personnel by strictly following the child: care taker ratio provided for under the agreement and using industry best practices from day to day.

- The Service provider shall be capable of providing delicious, nutritious and standard meal plan for the kids, on the basis of requirement. Here, it shall be noted that the 'meal services' are not meant for all kids. Bank intends to let the employees to choose the option of availing meal from crèche or to give packed home-made food to the kids. The cost of the meals if opted by the employees shall be borne by the employees separately.
- The Service provider shall note that the presentation/submission/ delivery of curriculum to the children will be made appropriate to the age categorised as 06 months to 12 months, 1 year to 3 years, 3 years to 6 years. The categories may be grouped as per requirement for different items like diet, curriculum, timing, etc.
- The Service provider shall ensure that mental & physical growth of the child is monitored and recorded in separate growth charts for boys and girls which should be maintained as per WHO child growth standard. Children of all age groups of shall be weighed on a monthly basis.
- The Service provider will be wholly responsible for the compliance of quality standards and other prescribed Government / Regulatory guidelines for the facility, safety, hygiene, quality, caretaker, curriculum, other personnel, equipment, etc. Bank reserves the right to conduct informed / surprise quality checks to ensure proper compliance in this regard.
- The Service Provider shall ensure that a well-defined Child Protection Policy is followed having Zero tolerance for child abuse and thereby protecting children's rights and their best interests. Further the details of escalation matrix shall be submitted with nodal persons contact details for the timely and effective resolution of the grievances of the parents if any.
- The Service provider will be wholly responsible for the compliance of all regulatory / Government guidelines updated from time to time including but not limited to the guidelines issued by the Ministry of Women and Child Development with regard to the National Crèche Scheme and the Central guidelines for the day care at work place. The services to be provided in accordance with the health, safety and quality control standards complying with the standards and practices of the Child care industry which may be in force at the time and all legislation, directives, codes and professional trade guidelines as applicable thereto.
- The Service provider will provide the list of all crèche/day care facilities operated by them in all locations PAN India.
- The Service provider shall obtain necessary authority / permissions/ registration with the appropriate body of registration to undertake the line of service/business as required by the Law or Government.
- The Service provider shall abide to provide all required data/information/details/response to queries/reports/etc. for the purpose of disseminating the same to the top management/employees/public (RTI)/publications/etc. as and when required/demanded by the Bank.
- The Service provider shall submit credentials backed by references of minimum of three organizations where they have rendered similar services.

- The Service provider shall invariably open current account with any of the branches of Bank of Baroda in order to facilitate automated payment of monthly invoices. The bill payment will be done before 30th / 31st of next month subject to submission of relevant details and documents along with tax invoice (For example, for the month of June'23 invoice is to be submitted by the Service provider by first week of July and payment will be made from our end by 31st of July).
- The Service provider shall maintain all data regarding the children enrolled in the Child care facility in complete confidentiality and the crèche/day care facility to part with any such information with Bank's authorised persons only. The following registers to be maintained at the centre:
 - Admission/enrolment register
 - Attendance registers for children
 - Attendance registers for functionaries.
 - Health check-up records including immunization of the child.
 - Parents meeting register
 - Visitors register.
 - Inspection / Safety Audit Register.
- The Selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.
- Bank may at any time terminate or exit from the agreement for all/some specific services by giving written notice of one month to the Service provider without assigning any reason.
- The service provider, on selection is required to enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) with the Bank.
- Bank reserves the right to modify the terms of the RFP.
- Post selection of the service provider, the Bank reserves the right to modify/enhance the scope of the service level agreement through mutual consent.

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3 SELECTION PROCESS

3.1 Eligibility Criteria

The service providers who wish to apply for this RFP should comply with the following conditions: -

Basic Requirement	Eligibility Criteria	Documents to be submitted (copy to be attested and signed by the Authorized Signatory)
License	The Respondent must be a firm/ company / organization registered under Act / Law / Regulatory Body of Indian Government (Consortium of companies not permitted)	Copy of Certificate of Incorporation / Registration Certificate showing type of firm to be submitted.
Legal	The Respondent does not have any pecuniary liability nor any judicial proceedings or any restraint, restricting it in fulfilling the services.	The Respondent must submit self-declaration in the prescribed format signed by the Authorized Signatory on the Respondent's letter head (Annexure 03) .
	The Respondent should not have been black listed / debarred by any Government / Regulatory Bodies/ any Government Agency / Department in India / PSBs / PSUs / Autonomous Body / Global Entity.	
	The Respondent should not be owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda, both present and those who have retired in the last one year.	
Experience	The Respondent should be a Crèche / Day Care service provider, with experience of at least -03- years	Copies of Certificate of Incorporation and Certificate of Commencement of business.
	The Respondent must have proven experience of providing / managing on-site Crèche / Day Care services for children of employees of large organizations for at least -02- years during the last -05- financial years.	Copies of Work Orders/ Agreements and relevant references on the Respondent's letter head along with filled out copy of Annexure 07 .
Coverage and willingness	The bidder must demonstrate willingness and capability of expanding Crèche / Day Care services across India for Bank of Baroda.	List of State-wise & City / District-wise Crèche / Day Care services or Centers with address, contact numbers, etc. as per Annexure 16 . The bidder should submit a self-declaration that the firm is willing and capable of expanding Crèche / Day Care services across India for Bank of Baroda. It must be signed by the Authorized signatory on the Respondent's letter head as per Annexure 17 .

Quality / Safety	The bidder should ensure that all the quality and safety standards of Crèche / Day Care services are adhered.	The bidder should submit a self-declaration signed by the Authorized signatory in the Respondent's letter head as per Annexure 18 .
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The bids of only those Respondents that fulfil **ALL** the eligibility criteria as mentioned above shall be processed further as per this RFP process. The Respondent must ensure the submission of their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those respondents, who do not fulfil any of the eligibility criteria as stated above, will be summarily rejected. Respondents fulfilling the eligibility criteria as laid out above will proceed to the next stage of the RFP Evaluation. The Bank's discretion on 'Eligibility Criteria' is final. However, Bank reserves the rights to relax or modify the eligibility criteria before last date of submission of Bids as stipulated in the Table of Key Information on the RFP Response Submission.

3.2 Bid Structure

The tendering process will be divided into 2 sections as mentioned below:

- I. Technical Bid
- II. Commercial Bid

3.3 Submission of Bids

The bidders are required to submit signed (Digital or Otherwise) soft copies of bid documents (Technical & Commercial) via email on or before the prescribed last date. The Respondent should submit the Bids as prescribed in Section 1.24.

Eligible respondents will be invited by the Bank for a presentation of their Technical Bid. **The Bank will evaluate the technical bids and assign marks based on the relevant contents of the bid submitted as well as the Presentation made by the bidder to the Bank's Technical Evaluation Committee. The Committee reserves the right to determine the relevance of the content submitted in the bid documents. The Bank shall communicate the final Technical Evaluation scores to the bidders with no obligation to clarify regarding the assessment of the Technical Bid.**

Please Note: Bank is willing to invite response to this tender through E-mail which include sending us the response - technical as well as commercial bids with documents which are:

- a) Password-Protected
- b) Digitally Signed.

The passwords shall be shared with the Bank's Technical Evaluation Committee on the time and dates mentioned in the Table of Key Information given at the beginning of this document. The Email Id shall be: strategichrm.ho@bankofbaroda.co.in. Conditional Offers with deviations from the conditions and other requirements stipulated in RFP will not be considered and will be rejected as non-responsive.

Please note that the email supports documents only up to the file size of 14MB per email. Any files larger than 14MB may be shared via secured, organization approved file sharing services.

3.4 Opening of Technical Bids

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the bids on the date and time specified in this RFP document (either in-person or by Video Conferencing). The Authorized representative of the firm having photo identification, willing to be present for the Bid Opening, shall submit an authority letter duly signed by the Firm, authorizing him to represent and attend the bid opening on behalf of the firm. A register of attendance has to be signed by the representative/s in the prescribed format which shall be provided by the Bank.

3.5 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement i.e., whether all the required documents asked for have been provided, whether the documents have been properly signed and whether services & deliverables offered are as per the RFP requirements. The Bank will inform the date, time and venue of technical presentation to the firms. The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified as per the **TECHNICAL PROPOSAL EVALUATION CRITERIA (Annexure 09)**. The Bids which are securing the technical score of 60 or more marks out of a total of 100 marks shall be considered as technically qualified and only those technically qualified bids will be further processed to find “**Highest Scoring Firms**” as per evaluation methodology under **TECHNO - COMMERCIAL EVALUATION CRITERIA**. The Bank however retains the right to lower the cut off score, if adequate number of bids does not qualify with the minimum score specified above.

Any technical bid submitted cannot be withdrawn / modified after the last date of submission of the bids. Each offer should specify solution which is cost effective and meet the RFP specifications. It may include alternatives / add-ons that provides rich solution, adding value to the Bank and its staff. To assist in the scrutiny, evaluation and comparison of offers, Bank may at its discretion ask some or all bidders for clarification on their offer. The request for clarification and the response, shall be in writing and no change in the price or substance of the bid shall be sort, offered or permitted. Eligible Respondents will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid submitted and the presentation made to the Bank’s technical evaluation committee.

Kindly Note: RESPONDENTS SCORING A MINIMUM OF 60 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING. Commercial Bids of Firms securing less than 60 marks shall be returned unopened, along with the EMD.

3.6 Technical Bid Evaluation

The Respondent to RFP shall submit the Technical Bid with the required details which shall be evaluated on the following criteria: -

S.No.	Particulars	Weightage / Marks																				
1	Experience (Number of years providing Crèche / Day Care Services)	<p align="center">15</p> <p align="center">Distribution of marks:</p> <table border="1"> <thead> <tr> <th>No of years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>4</td> <td>6</td> </tr> <tr> <td>5</td> <td>9</td> </tr> <tr> <td>6</td> <td>12</td> </tr> <tr> <td>7+</td> <td>15</td> </tr> </tbody> </table>	No of years	Marks	3	3	4	6	5	9	6	12	7+	15								
No of years	Marks																					
3	3																					
4	6																					
5	9																					
6	12																					
7+	15																					
2	Coverage (Number and distribution of Crèche / Day Care services on PAN India basis)	<p align="center">15</p> <p align="center">Distribution of marks:</p> <p align="center">Total number of Branches (5)</p> <table border="1"> <thead> <tr> <th>No of branches</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>2</td> </tr> <tr> <td>100</td> <td>3</td> </tr> <tr> <td>150</td> <td>4</td> </tr> <tr> <td>200+</td> <td>5</td> </tr> </tbody> </table> <p align="center">Presence in city* (10)</p> <table border="1"> <thead> <tr> <th>No of city</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>4</td> </tr> <tr> <td>10</td> <td>6</td> </tr> <tr> <td>15</td> <td>8</td> </tr> <tr> <td>18</td> <td>10</td> </tr> </tbody> </table> <p>*List of cities: Ahmedabad, Baroda, Bengaluru, Bhopal, Chandigarh, Chennai, Ernakulum, Hyderabad, Jaipur, Kolkata, Lucknow, Mangaluru, Meerut, Mumbai, New Delhi, Patna, Pune, Rajkot.</p>	No of branches	Marks	50	2	100	3	150	4	200+	5	No of city	Marks	5	4	10	6	15	8	18	10
No of branches	Marks																					
50	2																					
100	3																					
150	4																					
200+	5																					
No of city	Marks																					
5	4																					
10	6																					
15	8																					
18	10																					
3.	Associations / tie-ups / engagements with Organizations for providing on-site Crèche / Day Care facilities during the last -05- financial years (Inclusive of All Sectors)	<p align="center">10</p> <p align="center">Distribution of marks for tie-ups/ engagements with Organizations:</p> <table border="1"> <thead> <tr> <th>No of tie-ups</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>3</td> </tr> <tr> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>8</td> </tr> <tr> <td>8+</td> <td>10</td> </tr> </tbody> </table>	No of tie-ups	Marks	2	3	4	5	6	8	8+	10										
No of tie-ups	Marks																					
2	3																					
4	5																					
6	8																					
8+	10																					
4.	Schedule and methodology of day to day running of on-site Crèche / Day Care facilities.	20																				
5.	Overall Quality of the Curriculum, Reporting & Invoicing System.	20																				
6.	Understanding of Scope of Assignment as Demonstrated in Response to RFP	20																				
TOTAL		100																				

Respondents scoring a minimum of **60 marks** in the technical bid only shall be considered for Commercial Bid opening. The Technical Bid evaluation will carry a weightage of 80% in

Techno-Commercial evaluation.

3.7 Commercial Bid Submission

The Commercial quote should be submitted in the following format:

Commercial Quote Format:

a) Cost of Manpower:

S. No	Designation of Team Member at the Crèche*	Working Hours Per Week	CTC per month per head (In INR)	
			Metro (in INR)	Non-Metro (in INR)
1.	Head Teacher			
2.	Senior Teachers			
3.	Teachers			
4.	Caregivers			
5.	Others			

b) Manpower Requirements (Numbers):

S. No	Particulars	Number of Children						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1.	Head Teacher							
2.	Senior Teachers							
3.	Teachers							
4.	Caregivers							
5.	Others							

Note:

1. The above designation is indicative only. The service providers are free to include / delete any of the designations based on their proposals.
2. The actual CTC or the manpower cost of Crèche / Day Care facility at any center may be less than the amount quoted here. However, it should not be higher than the amount quoted in the commercial bid except for increase due to Minimum Wages Act.
3. All expenses incurred for manpower deployed in Crèche / Day Care facility like refreshment, food, salary, overtime, bonus, insurance, medical, social security contributions, etc. will be the sole responsibility of the Service Provider. Bank will not have any relationship with the personnel deployed. Bank is not a party in their employment in any form neither a contractor nor a secondary employer.

c) Total Cost at Crèche (Metro):

S. No	Breakup of Cost per month (In INR)	Number of Children (Metro)						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1	Total Cost of Manpower							
2	Consumables and Replenishments*							
3	Management Fee (if any)							
4	Total Cost (1+2+3)							
5	Cost per Child (Total cost/max no. of children in the age bracket)	1A	1B	1C	1D	1E	1F	1G

***Note:** Consumables and Replenishments mean monthly petty expenses incurred on stationery, photocopying, small utility items like trash bags, disposable cutlery, etc.

d) Total Cost at Crèche (Non-Metro):

S. No	Breakup of Cost per month (In INR)	Number of Children (Non - Metro)						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1	Total Cost of Manpower							
2	Consumables and Replenishments*							
3	Management Fee (if any)							
4	Total Cost (1+2+3)							
5	Cost per Child (Total cost/max no. of children in the age bracket)	2A	2B	2C	2D	2E	2F	2G

***Note:** Consumables and Replenishments mean monthly petty expenses incurred on stationery, photocopying, small utility items like trash bags, disposable cutlery, etc.

e) Average Variable Cost at Crèche (Evaluation Weightage 15%):

S. No	Particulars (per month)	Number of Children						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1	Cost per Child (Metro)	1A	1B	1C	1D	1E	1F	1G
2	Cost per Child (Non-Metro)	2A	2B	2C	2D	2E	2F	2G
3	Average of Metro & Non Metro	$(1A+2A) / 2$	$(1B+2B) / 2$	$(1C+2C) / 2$	$(1D+2D) / 2$	$(1E+2E) / 2$	$(1F+2F) / 2$	$(1G+2G) / 2$
Average Variable Cost Per Month (In INR)		<i>(Sum of Costs mentioned in S.No. 3) / 7</i>						

f) Average Set Up Cost of Crèche (Evaluation Weightage 5%):

S.No.	Area Classification	Approx. Cost/ 1000 sq. ft* (In INR)
1	Metro	X
2	Non-Metro	Y
Average Set Up Cost Per 1000 sq. ft (In INR)		$(X+Y)/2$

***Note:** The set up cost is taken for 1000 sq. ft for calculation purposes only. However, the set up cost will be taken on pro-rata basis in the actual scenario.

The above commercial bid should be submitted on the service provider's letter head and should bear the service provider's seal, name, designation and signature of the Authorized Signatory of the Service Provider (**Annexure 10**).

The price indicated in the commercial bid shall be deemed as final, reflecting the total cost of services per month. The figures should be stated in INR only.

3.8 Selection of the Bidder

Only those bidders who qualify during technical evaluation will be eligible for participating in the Commercial Bid. Commercial Bids of Firms securing less than 60 marks in the technical evaluation shall be returned unopened, along with the EMD. The final selection will be based upon the score obtained by the bidders in the **Techno-Commercial Evaluation**.

3.9 Techno-Commercial Bidding Evaluation Process

The financial bids/ quotes submitted by the qualifying bidders who meet with the technical criteria as mentioned above will be opened and the L1 quote will be declared. All proposals will be assessed based on a Techno-Commercial evaluation process. The Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage, out of which 'Average Variable Cost' will carry 15% weightage and 'Average Set Up Cost' will carry 5% weightage. These weightages shall be taken into consideration for arriving at the successful bidder for this RFP. The evaluation methodologies vis-a-vis the weightages are as under:

The score will be calculated for all technically qualifying bidders using the following formula:

$$S = (T \times 0.8) + (C_1 \text{ Low}/C_1 \times 15) + (C_2 \text{ Low}/ C_2 \times 5)$$

Where:

- S = Score of the Firm
- T = Technical score of the firm
- C₁ = Quote of 'Average Variable Cost' as provided by the firm
- C₁ Low = Lowest Quote of 'Average Variable Cost' among the firms
- C₂ = Quote of 'Average Set Up Cost' as provided by the firm
- C₂ Low = Lowest Quote of 'Average Set Up Cost' among the firms

The Service Provider securing the highest score becomes the Successful Bidder.

For example – There are three Bidders / Service Providers - A, B and C.

The Combined Score will be arrived at by adding Technical Score and Commercial Score as per the formula given above. The Successful Bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Average Variable Cost (C ₁) (in '000)	Set Up Cost (C ₂) (in '000)	T-Score	C ₁ -Score	C ₂ -Score	Combined Score* (out of 100) T+ C ₁ + C ₂
1	A	88	80	125	88*0.8 = 70.40	80/80*15 = 15.00	120/125*5 =4.80	90.20
2	B	85	90	150	85*0.8 = 68.00	80/90*15 =13.33	120/150*5 =4.00	85.33
3	C	90	100	120	90*0.8 = 72.00	80/100*15 =12.00	120/120*5 =5.00	89.00

In the above example Bidder A with highest combined score becomes the Successful Bidder.

***If combined score is tied, the Bidder with the higher Technical score will be awarded the assignment.**

❖❖❖❖❖

4 ANNEXURES

Annexure 01	-	Bidder's General Information
Annexure 02	-	Letter of Authorization for Submission of Response
Annexure 03	-	RFP Response Covering Letter & Declaration
Annexure 04	-	Undertaking
Annexure 05	-	Proforma of Bank Guarantee
Annexure 06	-	Conformity Letter
Annexure 07	-	Credentials
Annexure 08	-	Team Profile
Annexure 09	-	Technical Bid
Annexure 10	-	Commercial Bid
Annexure 11	-	Format for Submission of Deliverables
Annexure 12	-	Format for RFP Queries
Annexure 13	-	Undertaking (As per Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance)
Annexure 14	-	Pre-Contract Integrity Pack
Annexure 15	-	Draft of Service Level & Non-Disclosure Agreement
Annexure 16	-	State / District / City Wise List of Crèche / Day Care Centre
Annexure 17	-	Self-Declaration Regarding Expansion of Services
Annexure 18	-	Self-Declaration Regarding Quality and Safety Standards

Annexure 01 – Bidder’s General Information

Sr. No.	Particulars	Details to be Furnished by the Bidder
1.	Name of the Bidder	
2.	Location of Registered Office / Corporate Office with Address	
3.	Mailing Address of the Bidder	
4.	Names and Designations of the Persons Authorized to make Commitments to the Bank	
5.	Mobile and E-mail Address of Contact Persons	
6.	Details of: <ul style="list-style-type: none"> • Description of Business • Service Profile • Client Profile • Domestic & International Presence • Joint Ventures (if any) 	
7.	Details of the Bidder’s Proposed Methodology / Approach for providing services to the Bank with specific reference to the Scope of Work	
8.	Estimated Work Plan and Time Schedules for providing services for this assignment	
9.	Details of Deliverables, other than those specified by the Bank, that the Bidder proposes with specific reference to the Scope of Work	
10.	Name of the Project Manager as well as the overall person responsible (Team Leader) identified for this assignment and their professional qualifications and experience / expertise.	

Annexure 02 – Letter of Authorization for Submission of Response

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory and separate letter of authorization should be submitted for each authorized person)

To

Date:

**Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.**

Dear Sir,

SUB: Authorization Letter for submitting RFP proposal documents.

REF: Your RFP No. HO:HRM:115/2144 dated 05th July 2023

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA.

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

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

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

The specimen signature is attested below:

Specimen signature of the Representative

Seal & Signature of the Authorizing Authority attesting the specimen signature

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note: -

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

Annexure 03 – RFP Response Covering Letter & Declaration

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.

SUB: Response to RFP

REF: Your RFP No. HO:HRM:115/2144 dated 5th July 2023

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA.

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged. The undersigned, offers to undertake the services in conformity with the said RFP.

We hereby undertake to participate in the RFP process and will provide our services as Service Provider if selected, as per the contract signed with the Bank.

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

We confirm that our Organization has not been black listed/ debarred by any Government Regulatory Bodies/ Government Agency / Department in India / PSBs / PSUs / Autonomous Body / Global Entity in India and overseas.

We confirm that our Organization is not owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda, both present and those who have retired in the last one year.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 04 – Undertaking

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara - 390007.

Sir,

REF: Your RFP No. HO:HRM:115/2144 dated 05th July 2023

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA.

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the deliverables and services mentioned in the "Request for Proposal" and the other schedules of requirements and services for Bank of Baroda in conformity with the said RFPs in accordance with the Price Bid made part of this Tender.

- 1) If our Bid is accepted, we undertake to comply with the deliverable & service schedule as mentioned in the RFP.
- 2) We agree to abide by this Commercial Bid for 180 days from the date of the Commercial Bid opening and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this dayof 20.....

Yours sincerely,

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

Annexure 05 – Proforma of Bank Guarantee in lieu of EMD

To

Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007.

WHEREAS _____ (hereinafter called “the Bidder”) having its registered office at _____ has submitted its bid dated _____ (date of submission of bid) for facilitating Crèche / Day Care Facility at Bank of Baroda in response to Request for Proposal (RFP) No. HO:HRM:115/2144 dated 05th July 2023 (hereinafter called “the RFP”) issued by Bank of Baroda.

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 Bank of Baroda, (hereinafter called “The Purchaser”) in the sum of INR 2,00,000/- (Indian Rupees Two Lakhs only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity fails or refuses to execute the Contract / Agreement as required; or

We undertake to pay the Purchaser up to above amount an amount upon receipt of its first written demand, without any demur, merely on demand from the Purchaser and undertake to indemnify Purchaser and keep Purchaser indemnified from time to time and at all times to the extent of INR 2,00,000/- 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 anyone or both of two conditions specifying occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of bid validity and any demand in respect thereof should reach the Bank not late than the above date.

Notwithstanding any other term contained herein

- a) This guarantee shall be valid only up to _____ (insert guarantee end date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) The total liability of the Bank under this guarantee shall be limited to INR 2,00,000 /- (Indian Rupees Two Lakhs only)

Place:

Seal:

Code No.:

Signature:

Note: -

Bidders should ensure that the seal & code no. of the signatory is put by the Bankers, before submission of BG Stamp Paper is required for the BG issued by the Banks located in Mumbai.

Annexure 06 – Conformity Letter

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara - 390007.

Sir,

Sub: RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA

Further to our proposal dated, in response to the Request for Proposal (REF: Your RFP No. HO:HRM:115/2144 dated 05th July 2023 herein after referred to as “RFP”) issued by Bank of Baroda herein after referred to as “Bank” we hereby covenant, warrant and confirm as follows:

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

Yours sincerely,

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 07 – Credentials

The expertise of the organization in providing / managing Crèche / Day Care services in other organizations should be exhibited in detail. The key impact created by the respondent in other organizations should be clearly highlighted and backed by references. The Credentials should be arranged as below:

Sr. No.	Name of Organisation along with the Details of the Industry where the service was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
.				
.				

All Credentials should be backed by references, which must include the following details:

- Contact Person's Name
- Name of Organization and Designation
- E-mail Address
- Mobile Number

The Bank reserves the right to approach the references for further background checks.

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 08 – Team Profile

The list should include the Team Leader / Specified Person of Contact and Key Team Members with their proposed role in the assignment

Sr. No.	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Assignment
1.					
2.					
...					
...					

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 09 – Technical Bid

S.No.	Particulars	Weightage / Marks																				
1	Experience (Number of years providing Crèche / Day Care Services)	<p align="center">15</p> <p align="center">Distribution of marks:</p> <table border="1"> <thead> <tr> <th>No of years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>4</td> <td>6</td> </tr> <tr> <td>5</td> <td>9</td> </tr> <tr> <td>6</td> <td>12</td> </tr> <tr> <td>7+</td> <td>15</td> </tr> </tbody> </table>	No of years	Marks	3	3	4	6	5	9	6	12	7+	15								
No of years	Marks																					
3	3																					
4	6																					
5	9																					
6	12																					
7+	15																					
2	Coverage (Number and distribution of Crèche / Day Care services on PAN India basis)	<p align="center">15</p> <p align="center">Distribution of marks:</p> <p align="center">Total number of Branches (5)</p> <table border="1"> <thead> <tr> <th>No of branches</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>2</td> </tr> <tr> <td>100</td> <td>3</td> </tr> <tr> <td>150</td> <td>4</td> </tr> <tr> <td>200+</td> <td>5</td> </tr> </tbody> </table> <p align="center">Presence in city* (10)</p> <table border="1"> <thead> <tr> <th>No of city</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>4</td> </tr> <tr> <td>10</td> <td>6</td> </tr> <tr> <td>15</td> <td>8</td> </tr> <tr> <td>18</td> <td>10</td> </tr> </tbody> </table> <p>*List of cities: Ahmedabad, Baroda, Bengaluru, Bhopal, Chandigarh, Chennai, Ernakulum, Hyderabad, Jaipur, Kolkata, Lucknow, Mangaluru, Meerut, Mumbai, New Delhi, Patna, Pune, Rajkot.</p>	No of branches	Marks	50	2	100	3	150	4	200+	5	No of city	Marks	5	4	10	6	15	8	18	10
No of branches	Marks																					
50	2																					
100	3																					
150	4																					
200+	5																					
No of city	Marks																					
5	4																					
10	6																					
15	8																					
18	10																					
3.	Associations / tie-ups / engagements with Organizations for providing on-site Crèche / Day Care facilities during the last -05- financial years (Inclusive of All Sectors)	<p align="center">10</p> <p align="center">Distribution of marks for tie-ups/ engagements with Organizations:</p> <table border="1"> <thead> <tr> <th>No of tie-ups</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>3</td> </tr> <tr> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>8</td> </tr> <tr> <td>8+</td> <td>10</td> </tr> </tbody> </table>	No of tie-ups	Marks	2	3	4	5	6	8	8+	10										
No of tie-ups	Marks																					
2	3																					
4	5																					
6	8																					
8+	10																					
4.	Schedule and methodology of day to day running of on-site Crèche / Day Care facilities.	20																				
5.	Overall Quality of the Curriculum, Reporting & Invoicing System.	20																				
6.	Understanding of Scope of Assignment as Demonstrated in Response to RFP	20																				
TOTAL		100																				

Annexure 10 – Commercial Bid

The Commercial quote should be submitted in the following format:

Commercial Quote Format:

a) Cost of Manpower:

S. No	Designation of Team Member at the Crèche*	Working Hours Per Week	CTC per month per head (In INR)	
			Metro (in INR)	Non-Metro (in INR)
1.	Head Teacher			
2.	Senior Teachers			
3.	Teachers			
4.	Caregivers			
5.	Others			

b) Manpower Requirements (Numbers):

S. No	Particulars	Number of Children						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1.	Head Teacher							
2.	Senior Teachers							
3.	Teachers							
4.	Caregivers							
5.	Others							

Note:

1. The above designation is indicative only. The service providers are free to include / delete any of the designations based on their proposals.
2. The actual CTC or the manpower cost of Crèche / Day Care facility at any center may be less than the amount quoted here. However, it should not be higher than the amount quoted in the commercial bid except for increase due to Minimum Wages Act.
3. All expenses incurred for manpower deployed in Crèche / Day Care facility like refreshment, food, salary, overtime, bonus, insurance, medical, social security contributions, etc. will be the sole responsibility of the Service Provider. Bank will not have any relationship with the personnel deployed. Bank is not a party in their employment in any form neither a contractor nor a secondary employer.

c) Total Cost at Crèche (Metro):

S. No	Breakup of Cost per month (In INR)	Number of Children (Metro)						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1	Total Cost of Manpower							
2	Consumables and Replenishments*							
3	Management Fee (if any)							
4	Total Cost (1+2+3)							
5	Cost per Child (Total cost/max no. of children in the age bracket)	1A	1B	1C	1D	1E	1F	1G

***Note:** Consumables and Replenishments mean monthly petty expenses incurred on stationery, photocopying, small utility items like trash bags, disposable cutlery, etc.

d) Total Cost at Crèche (Non-Metro):

S. No	Breakup of Cost per month (In INR)	Number of Children (Non - Metro)						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1	Total Cost of Manpower							
2	Consumables and Replenishments*							
3	Management Fee (if any)							
4	Total Cost (1+2+3)							
5	Cost per Child (Total cost/max no. of children in the age bracket)	2A	2B	2C	2D	2E	2F	2G

***Note:** Consumables and Replenishments mean monthly petty expenses incurred on stationery, photocopying, small utility items like trash bags, disposable cutlery, etc.

e) Average Variable Cost at Crèche (Evaluation Weightage 15%):

S. No	Particulars (per month)	Number of Children						
		0-5	6-10	11-15	15-20	20-25	25-30	30-35
1	Cost per Child (Metro)	1A	1B	1C	1D	1E	1F	1G
2	Cost per Child (Non-Metro)	2A	2B	2C	2D	2E	2F	2G
3	Average of Metro & Non Metro	$(1A+2A)$ /2	$(1B+2B)$ /2	$(1C+2C)$ /2	$(1D+2D)$ /2	$(1E+2E)$ /2	$(1F+2F)$ /2	$(1G+2G)$ /2
Average Variable Cost Per Month (In INR)		<i>(Sum of Costs mentioned in S.No. 3) / 7</i>						

f) Average Set Up Cost of Crèche (Evaluation Weightage 5%):

S.No.	Area Classification	Approx. Cost/ 1000 sq. ft* (In INR)
1	Metro	X
2	Non-Metro	Y
Average Set Up Cost Per 1000 sq. ft (In INR)		$(X+Y)/2$

***Note:** The set up cost is taken for 1000 sq. ft for calculation purposes only. However, the set up cost will be taken on pro-rata basis in the actual scenario.

Commercial Bid		
1	Average Variable Cost Per Month (In INR) as per table (e) above.	
2	Average Set Up Cost Per 1000 sq. ft (In INR) as per table (f) above.	

Please Note:

The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid such as Professional Charges, Out of Pocket Expenses like Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses, including related Establishment Cost etc.

The rate / cost / service charges / fee, etc will be negotiated with the selected bidder before final contract / agreement.

Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

Total fee quote mentioned above will be considered for scoring in the techno commercial bid evaluation.

The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

The commercial quote should be submitted on the Company's letter head and should bear the company's seal and the name, designation and signature of the Authorized Signatory of the Company.

Signature of the Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

Place:

Date:

Seal & Signature of the Bidder

Annexure 11 – Format for Submission of Deliverables

Sr. No.	Name of Deliverable	Description	Expected Timeframe for Submission	Draft Template
1.				
2.				
...				
...				

*An illustration of the deliverables is also expected to be submitted to the Bank

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 12 - Format for RFP Queries

Sr. No.	Reference Clause	Reference Page	Query
1.			
2.			
...			
...			

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 13 - Undertaking (As per Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance)

(Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure. This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To

Date:

**Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara - 390007.**

Sir,

We, M/s _____ are a private/public limited company/LLP/Firm (strike off whichever is not applicable) incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection, we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to

a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

4. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated thisby20

Yours faithfully,

Seal & Signature of Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone No.

List of documents enclosed:

1. Copy of Certificate of Valid Registration with the Competent Authority (strike off if not applicable)

Annexure 14 – Pre-Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand,

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and _____ hereinafter referred to as "The Bidder /Bidder"

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its **8100+** number of branches and **168** administrative offices throughout India and **94** overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/s for **facilitating Crèche / Day Care Facility at Bank of Baroda**. The BOB 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) and / or Bidder(s).

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

Section 1 - Commitments of BOB

1. The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the BOB, 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 monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB 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 BOB will make endeavor to exclude from the selection process all known prejudiced persons.
2. If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if the rebeassubs tantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is disciplinary actions.

Section 2 - Commitments of the Bidder / Bidder(s)

- a. The Bidder / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- b. The Bidder / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB'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.

- c. The Bidder / 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.
 - d. The Bidder / Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - e. The Bidder / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder / Bidder(s).
 - f. The Bidder / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. Bidder / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
3. The Bidder / 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, before contract award has committed a transgression through a violation of provisions given in Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Security Deposit.

Section 5 - Previous transgression

- (1) The Bidder 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 Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidder / Bidder(s) / Sub Bidder(s)

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidder and Bidders.
- (3) The BOB 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 / Bidder(s) / Sub Bidder(s)

If the BOB obtains knowledge of conduct of a Bidder, Bidders or Sub Bidder(s), or of an employee or a representative or an associate of a Bidder, Bidders or Sub Bidder(s) which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) & Dr. Sandeep Tripathi (email id: sandeeptrip.ifs@gmail.com) have been appointed as competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitors 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/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidder/Bidders as confidential.
- (3) The Bidder / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidder(s).
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB 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 BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB 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.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act and the BOB 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.
- (9) The word ' Monitor' would include both singular and plural.

Section 9 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER (s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Contract has been Awarded

Any violation of the same would entail is qualification of the Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period and for all other Bidders 6months after the bidders and exclusion from future business dealings.

If any claims 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 BOB.

Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.
- (5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)

(For & On behalf of Bidder / Bidder)

(Office Seal)

(Office Seal)

Place:_____

Date:_____

Witness 1:

(Name & Address) _____

Witness2:

(Name & Address) _____

Annexure 15 – Draft of Service Level & Non-Disclosure Agreement (SL&NDA)

(This is an illustrative document of SL&NDA. Final version will be as agreed between the Bank and the selected Service Provider)

This Agreement is made in Mumbai this _____ Day of _____ 2023 by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Baroda Bhawan, RC Dutta Road, Alkapuri, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____ hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is the second largest Public Sector Bank with pan-India presence and international operations in various countries across the globe. Known as ‘India’s International Bank’, Bank of Baroda has a reputation of being at the forefront in the implementation of innovative, employee centric initiatives.

In response to RFP issued on 05th July 2023 by Bank of Baroda, the Service Provider also submitted its offer and has represented that it is engaged in the business of providing Crèche / Day Care Facility. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Service Provider and other applicable criteria, the Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly, BOB has issued a letter of intent dated _____ to the Service Provider.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- “Bank” or “BOB” means Bank of Baroda (International operations excluded).
- “Scheduled Commercial Bank” or “Commercial Bank” means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
- ‘Onsite’ means the crèche / day care facility located in the Bank of Baroda office premises (own or rented).
- ‘Offsite’ means the crèche / day care facility of the Service Provider where Bank seeks to get admission for the children of Bank of Baroda employees.
- “Children” means the dependent children of employees of our Bank who are from 6 months to 6 years of age.
- “Employee” means employee who is in the active services of Bank.
- “Fee”, “Service Fee”, “Service Charge”, “Cost” means the amount that is payable by the Bank to the Service Provider on monthly basis or for a particular assignment or a one-

time fee, subject to the context. “Monthly Fee” is the recurring amount that is payable by the Bank or the Employee or the Parent to the Service Provider, every month for the services offered by the service provider.

- “Personnel/ Resources” means professionals and support staff provided by the Bidder.

2. TERM & RENEWAL

This Agreement shall come into force on (Date) and shall be in force and effect for a period of 24 months, unless decided otherwise.

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for the period of 12 Months, on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.

3. SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

The service provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Annexure I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment.

4. TIMELINE AND REPORTING MECHANISM

The MIS report must be submitted by the service provider every month.

5. SINGLE POINT OF CONTACT & DIRECT SUPPORT

Details of the person who shall be the Single Point of Contact (SPOC) and the Project Manager identified and appointed by the Service Provider along with the escalation matrix (-2- Levels) during the term of this agreement is as under:

Details of SPOC:

Name	Designation	Project Role	E-mail id	Mobile No.

Details of Escalation Matrix:

Name	Designation	Escalation Level	E-mail id	Mobile No.

No change will be permitted with respect to the above detailed SPOC and Escalation Matrix, without explicit written approval of the Bank.

6. PAYMENT TERMS

Payment as quoted in the bid process and accepted by Bank shall be made as per actual availment of services by the employees. The monthly payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank. If any of the items/activities as mentioned in the price bid are not taken up by the bidder during the course of the assignment, the Bank shall not pay the professional fees quoted by the Bidder in the price bid against such activity/ item. The fees quoted shall only be revised through mutual consent, unless the change is warranted due to Minimum Wages Act.

The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from its receipt. Any dispute regarding the relevant documents will be communicated within 30 days from the date of its receipt. In case of dispute, Bank will make payment within 30 days from the date the dispute stands resolved.

7. OUT OF POCKET EXPENSES

Above mentioned fees includes Taxes, as applicable, and no separate expenses payable for miscellaneous expenses like travel, boarding, lodging, out-of-pocket expenses, communication expenses, etc. However, expenses directly related to Bank of Baroda – e.g. branding, IT development, market research shall be borne by the Bank.

8. SET-OFF

Without prejudice to other rights and remedies available to the Bank, Bank of Baroda shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the service provider against payments due and payable by Bank to the service provider for the services rendered.

9. EARNEST MONEY DEPOSIT / SECURITY DEPOSIT

The EMD submitted by the Selected Organization shall be retained with the Bank as “Security Deposit” payable by the Selected Organization or Successful Bid Winner. The same shall be returned after completion of the “Service Term” on successful completion of the assignment, with no interest payable for the retention period. Security Deposit payable by the Selected Organization or Successful Bid Winner – The EMD submitted by the Selected Organization shall be retained with the Bank towards security deposit for the entire period of the contract.

10. COVENANTS OF THE SERVICE PROVIDER

- a) The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement without prior consent of BOB.
- b) The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:
 - (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
 - (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.
- c) All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on

account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

d) The Service Provider:

- shall be responsible for all negotiations with personnel relating to salaries and benefits and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations..
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Service Provider from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- shall be liable to BOB for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BOB.
- shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BOB.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall comply with ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

- shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

11. CONFIDENTIALITY

- i. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Service Provider or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Service Provider of its obligations hereunder.
- ii. The Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Service Provider obligation under this Agreement.
- iii. The Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also, so far as it is practicable the service provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by service provider or its affiliates.
- iv. Service provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- v. The Service Provider shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- vi. The Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it's any obligations under this Agreement.
- vii. It shall be the incumbent duty of the Service Provider to undertake not to disclose any business related information of BOB to any third person and the Service Provider shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Service Provider nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
- viii. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;

- Was disclosed or parted with the prior consent of BOB;
 - Was acquired by the Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
- ix. The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- x. Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.
- xi. The provisions of this Clause shall survive the termination of this Agreement.

12. INDEMNITY

The Service Provider shall indemnify the Bank and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this agreement; and/or
- Negligence or willful misconduct of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this assignment; and/or
- breach of confidentiality obligations of the Service Provider; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim and Co-operates with the Service Provider in the defense and settlement of the claims.

The service provider shall have sole control of the defense and all related settlement / negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

In the event of service provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank of Baroda has the right to recover the amounts by invoking the security or the amount due to it under this provision from any amount payable to the service provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

13. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property

means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. PENALTIES AND LIQUIDATED DAMAGES

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

Penalty would be calculated at rate of 1% (one percent) of the unrendered service value per week, with the service provider being charged for every week's delay as per the specified delivery schedule, subject to a maximum of 5% (five percent) of the project value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Service Provider.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% (five percent) of the project value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

15. TERMINATION

The Bank shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving the service provider at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the service provider's professional fees, related expenses and chargeable service tax shall be

restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

In following events Bank shall terminate this assignment or cancel any particular services if service provider:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice
- fails to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
- the progress regarding execution of the contract/ services rendered by the service provider is not as per the prescribed time line and found to be unsatisfactory.
- the service provider commits a breach of any of the terms and conditions of this agreement.
- the service provider goes into liquidation voluntarily or otherwise.
- an attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.
- If deductions of penalty exceeds more than 20% of the total contract price.

During the agreement, if the service provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event,

the service provider is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution

of the balance of the contract. This clause is applicable, if for any reason, the contract is terminated on the defaults mentioned above.

The Bank reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

In the event that this agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

Upon the termination or expiry of this Agreement the rights granted to the service provider shall immediately be terminated.

16. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

18. ARBITRATION

- a) BOB and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Service Provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent.
- c) The place and of arbitration shall be at Mumbai.
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

19. AUDIT

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the service provider.

The service provider should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Service provider within a reasonable time failing which the Service provider will be liable to pay any charges/ penalty levied by RBI.

20. LIMITATION OF LIABILITY

Notwithstanding, the contents of para of this clause, the Service provider's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual and limited to the total contract value .

The Service provider's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Service provider, its employees and/ or subcontractors or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party modules or proprietary information supplied by the Service provider as part of this Agreement.

Under no circumstances BOB shall be liable to the Service provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Under no circumstances BOB shall be liable to the Service provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no

circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party.

21. PUBLICITY

The Service Provider shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

22. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

23. SUBCONTRACTING

The Service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the BOB.

24. NON – SOLICITATION

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

25. VICARIOUS LIABILITY

The Service provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service provider shall be paid by the Service provider alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service provider 's employees, agents, contractors, subcontractors etc. The Service provider shall agree to hold the BOB, 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 BOB through the action of Service provider 's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

The Service provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service provider shall be paid by the Service provider alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service provider 's employees, agents, contractors, subcontractors etc. The Service provider shall agree to hold the BOB, 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 BOB through the action of Service provider 's employees, agents, contractors, subcontractors, etc.

27. NOTICES AND COMMUNICATIONS

All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

28. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional

actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided, BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Service provider.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

BOB, by the hand of Sri -----, For Bank of Baroda

its authorized official in the presence of:

- 1.
- 2.

Signed and Delivered by the within named

_____ by the hand of Sri-----, For _____ Systems Limited.

its authorized official in the presence of:

- 1.
- 2.

Annexure 16 – State / District / City Wise List of Crèche / Day Care Centre

S.No.	Name of the Centre	State	District	City	Address	SPOC Details

Seal & Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 17 – Self Declaration Regarding Expansion of Services

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.

Sir,

REF: Your RFP No. HO:HRM:115/2144 dated 05th July 2023

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA.

Further to our proposal dated, in response to the Request for Proposal on (REF: Your RFP: HRM: 115/2144 dated 05th July 2023 herein after referred to as “RFP”) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:

The firm is capable of expanding Crèche/Day Care services across India.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 18 – Self Declaration Regarding Quality and Safety Standards

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.

Sir,

REF: Your RFP No. HO:HRM:115/2144 dated 05th July 2023

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING CRÈCHE / DAY CARE FACILITY AT BANK OF BARODA.

Further to our proposal dated, in response to the Request for Proposal on (REF: Your RFP: HRM: 115/2144 dated 05th July 2023 herein after referred to as “RFP”) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:

The firm will ensure that all the quality and safety standards will be adhered to.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

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