

**Request for Proposal from Interested Service Providers for
Facilitating Bank's Annual Health Check-up Scheme**

RFP Reference: HO:HRM:116/120 dt. 16.01.2024



**Strategic HRM Department
Bank of Baroda, Head Office,
6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007.**

Request for Proposal from Interested Service Providers for Facilitating Bank's Annual Health Check-up Scheme

Table of Key Information on the RFP Response Submission

[A] Important Dates:

Sr. No.	Activity	Time Line
1.	RFP Issuance date	16 January 2024
2	RFP Coordinator Name & Contact details	Mr. Manoj Kumar Bakshi Dy. General Manager (HRM) Strategic HRM Department 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)	20 January 2024 (Queries to be sent strictly as per Annexure 04)
4	Pre – Bid Meeting Mode: Via Video Conferencing (VC) VC Details will be shared in due course.	At: Bank of Baroda, Head Office, 6th Floor, Baroda Bhavan, Alkapuri, Vadodara – 390007. Interested bidders are advised to send email & contact details of 'Single Point of Contact' (SPOC) (on the company's letter head signed by the authorized signatory) to the following email id on or before 20 January 2024 for receiving the link for joining the meeting: strategichrm.ho@bankofbaroda.co.in
5	Technical Bid Documents to be Submitted	Annexures 05 – 16 & other mentioned documents
6	Commercial Bid Document to be Submitted	Annexure 18
7	Last Date and Time for submission of RFP Response (Closing Date)	07 February 2024, 05:00 PM (IST)
8	Eligibility cum Technical Bid Opening Date, Time & Venue	08 February 2024, 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.
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 <i>Account Holder Name:</i> Bank of Baroda, Head Office <i>Account Number:</i> 02000400000062 <i>IFSC Code:</i> BARB0ALKAPU	INR 5,000/- (Indian Rupees Five Thousand Only) Details given in Section 4
11	Earnest Money Deposit or EMD (Bid Security) Account Information <i>Account Holder Name:</i> Bank of Baroda, Head Office <i>Account Number:</i> 02000400000062 <i>IFSC Code:</i> BARB0ALKAPU	INR 2,00,000/- (Indian Rupees Two Lakhs Only) Details given in Section 5
12	Mode of bid submission	Online - Details given in Section 10 and Annexure 03

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.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. "Bank" or "BOB" means Bank of Baroda.
2. "RFP" means the Request For Proposal document.
3. "Proposal" or "Bid" means Response to the RFP Document.
4. "Recipient", "Respondent", "Service Provider" and "Bidder" means respondent to this RFP document.
5. "Scheduled Commercial Bank" or "Commercial Bank" means a bank which is listed

- in the Second Schedule of the Reserve Bank of India Act, 1934.
6. “Annual” means Financial Year.
 7. “SLA” means Service Level Agreement.
 8. “NDA” means Non-Disclosure Agreement.
 9. “Successful Bidder” means the Bidder/Service provider who is declared successful after completion of the entire process of evaluation as defined under this RFP.
 10. “Engaged Health Check-up Service Provider(s)” means successful bidder(s) who has/have signed the SLA & NDA with the Bank.
 11. “Employee” means individual who is in the active services of Bank (list will be provided to the engaged Health Check-up Service Providers).
 12. “Ex-Employee” means individual who is no longer in active service i.e. has retired from Bank’s service either on Superannuation or Voluntary Retirement (list will be provided to the engaged Health Check-up Service Providers).
 13. “Family” means relatives other than spouse who are wholly dependent on the employee (list will be provided to the engaged Health Check-up Service Providers).
 14. “Cashless” means the cost will be borne by the Bank.
 15. “Non-Cashless”, “Self-Payment” means the cost will be borne by the Employee / Ex-Employee / Spouse / Family availing the services.
 16. “Health Score” means the ranking for every employee on a -03- point scale [1-Poor, 2-Average, 3-Good] based on the standardized scores of the outcomes of the medical check-up.
 17. “Party” to the bid can be Company, Limited Liability Partnership, Firm, Proprietor firm, Partnership firm registered in India.
 18. “Fee”, “Service Fee”, “Service Charge”, “Cost” means the amount that is payable by the Bank to the Health Check-up Service Provider on periodic basis.
 19. “Personnel/ Resources” means professionals and support staff of the bidder.

Please note:

- I. 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.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 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 document is meant for the specific use by the Company / 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 Service Provider or any person acting on behalf of the Service Provider to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Service Provider will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Table of Contents

Sr. No.	Description	Pg. No.
1	Introduction	8
2	Project Overview and Scope of Work	8
3	Contract period	8
4	Application Money	8
5	Earnest Money Deposit (Bid Security)	9
6	Exemption from Application Money and EMD Amount	10
7	Preference to Make in India Initiative	10
8	Notification	10
9	Pre – Bid Queries	10
10	Pre-Qualification for Submission of Bid Response	11
11	Sub - Contracting	11
12	Service Level Agreement & Non-Disclosure Agreement	12
13	Compliance with Laws	12
14	Termination	12
15	Grievance Redressal	13
16	Dispute Resolution	13
17	Governing Laws	14
18	Prevention of Corrupt & Fraudulent Practices	14
19	Authorized Signatory	14
20	Bid Submission by Related Parties	15
21	Right to Reject Bids	15
22	General Terms & Conditions	15
23	Abidance with Universal Human Rights & Bank's Code of Ethics	21
24	Information Confidentiality	21
25	Disclaimer	21
<i>Annexure 1</i>	<i>Scope of Work</i>	<i>23</i>
<i>Annexure 2</i>	<i>Eligibility Criteria</i>	<i>28</i>
<i>Annexure 3</i>	<i>Bid Structure & Techno Commercial Evaluation Process</i>	<i>30</i>
<i>Annexure 4</i>	<i>Pre-Bid Queries Form</i>	<i>35</i>
<i>Annexure 5</i>	<i>Letter of Authorization for Submission of Response</i>	<i>36</i>
<i>Annexure 6</i>	<i>Bidder's Profile</i>	<i>37</i>
<i>Annexure 7</i>	<i>RFP Response Covering Letter & Declaration</i>	<i>39</i>
<i>Annexure 8</i>	<i>Conformity Letter</i>	<i>41</i>
<i>Annexure 9</i>	<i>Submission of Application Money</i>	<i>42</i>
<i>Annexure 10</i>	<i>Submission of Earnest Money Deposit (Bid Security)</i>	<i>44</i>
<i>Annexure 11</i>	<i>Bank Guarantee Form</i>	<i>46</i>
<i>Annexure 12</i>	<i>Credentials</i>	<i>50</i>
<i>Annexure 13</i>	<i>Team Profile</i>	<i>51</i>
<i>Annexure 14</i>	<i>Format for Submission of Deliverables</i>	<i>52</i>
<i>Annexure 15</i>	<i>Pre-Contract Integrity Pact</i>	<i>53</i>
<i>Annexure 16</i>	<i>Undertaking (As per Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance)</i>	<i>58</i>
<i>Annexure 17</i>	<i>Draft of Service Level & Non-Disclosure Agreement (SL & NDA)</i>	<i>60</i>
<i>Annexure 18</i>	<i>Commercial Bid</i>	<i>75</i>

1. Introduction

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 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 initiative.

2. Project Overview and Scope of Work

2.1. This Request for Proposal (RFP) document has been prepared primarily for inviting eligible Health Check-up Service Providers to participate in the competitive bidding for facilitating cashless Annual Health Check-ups for the Bank’s employees and their spouse. Other requirements have been mentioned in the Scope of Work.

2.2. The detailed Scope of Work is mentioned in **Annexure 01**. However, the Bank reserves the right to modify/ change the Scope of Work at any phase of this contract.

2.3. Bidders who are interested in participating in this RFP process must fulfill the eligibility criteria as given under **Annexure 02** while meeting the requirements as mentioned in Scope of Work (**Annexure 01**). Apart from the above, the Bidder must also agree to all the terms & conditions mentioned under this RFP.

3. Contract Period

The bank shall enter in to an agreement with the successful bidder for a period of -24- months which may be further extended up to -12- months subject to satisfactory performance and mutual consent. The maximum engagement period would be for a tenure of -36- months. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to the Bank and concerned individuals, as per the requirements of the contract executed between the Bank and the successful bidder.

4. Application Money

Bidders satisfying the eligibility conditions (as per **Annexure 02**) and general terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in **Annexure 01**, 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 as per **Annexure 09**, 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: BARB0ALKAPU – ‘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.

5. Earnest Money Deposit (Bid Security)

Bidders are required to submit an Earnest Money Deposit (EMD) of an amount of Rs. 2,00,000/- (Indian Rupees Two Lakhs Only) through electronic mode (confirmation to be submitted as per **Annexure 10**) or via Bank Guarantee (as per the format prescribed in RFP - **Annexure 11**) 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 EMD is required to protect the Bank against the risk of the selected bidder's possible misconduct.

The EMD 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 -08- months 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’

Non submission of EMD either electronically or via Bank Guarantee 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. The EMD shall be denominated in the Indian Rupees only with no interest payable on the amount deposited.

The EMD submitted by the Successful Bidders shall be retained with the Bank as “Security Deposit” payable by the Successful Bid Winner. The same shall be returned after completion of the “Service Term” on successful completion of the assignment.

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.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within -01- month 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.

6. Exemption from Application Money and EMD Amount

Exemption from submission of Application Money and EMD 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.

7. 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"

8. 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.

9. 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 04**, 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 as per the details mentioned under Table of Key Information.

10. Pre-Qualification for Submission of Bid Response

Bidders satisfying the eligibility conditions (mentioned in **Annexure 02**) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in **Annexure 01** may submit their bid response as follows:

i) The bid response shall comprise of two parts viz. Technical Bid (**Annexures 05 – 16 & other mentioned documents**) and Commercial Bid (**Annexure 18**). 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 Bank’s Annual Health Check-up Scheme. TENDER REFERENCE RFP No. HO:HRM:116/120 dated 16.01.2024”

AND

- “COMMERCIAL PROPOSAL - Engagement of Service Providers for Facilitating Bank’s Annual Health Check-up Scheme. TENDER REFERENCE RFP No. HO:HRM:116/120 dated 16.01.2024”, **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 Bank’s Annual Health Check-up Scheme. TENDER REFERENCE RFP No. HO:HRM:116/120 dated 16.01.2024” at strategichrm.ho@bankofbaroda.co.in

iii) The RFP response document should be submitted to the Bank in Original at any time, when and if required by the Bank.

Bids submitted by any other means will not be accepted by the Bank. The detailed bid submission & evaluation guidelines is mentioned in **Annexure 03**.

11. Sub - Contracting

The engaged Health Check-up 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 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.

12. Service Level Agreement & Non-Disclosure Agreement

- 12.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per **Annexure 17**), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Work Order.
- 12.2. 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 successful bidder.

13. Compliance with Laws

- 13.1. 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 project. Also the bidder shall comply with the provisions of code of wages, and other labor 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.
- 13.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

14. Termination

- 14.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 14.2. 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 / engaged Health Check-up Service Provider or the bidder / engaged Health Check-up Service Provider has made material misrepresentation or has given any materially incorrect or false information, the Bank may terminate the contract and with the security deposit being forfeited by the engaged Health Check-up Service Provider. Further Bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 14.3. After the award of the contract, if the engaged Health Check-up Service Provider 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 one month notice for the same, In such an event, the engaged Health Check-up Service Provider is bound to make good the

additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

15. Grievance Redressal

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Deputy General Manager (HRM) at strategichrm.ho@bankofbaroda.co.in. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

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

16. Dispute Resolution

- 16.1. The Bank and the Bidder / engaged Health Check-up Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder / engaged Health Check-up Service Provider, any disagreement or dispute arising between them under or in connection with this RFP.
- 16.2. If the Bank project manager and Bidder / engaged Health Check-up Service Provider project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder / engaged Health Check-up Service Provider and Bank respectively.
- 16.3. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder / engaged Health Check-up Service Provider and Bank, the Bank and the Bidder / engaged Health Check-up Service Provider are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 16.4. 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.
- 16.5. The seat and place of arbitration shall be **Mumbai**. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 16.6. 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 over the relevant Party.

17. Governing Laws

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

18. Prevention of Corrupt & Fraudulent Practices

- 18.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to sign an integrity pact as per **Annexure 15** of this RFP.
- 18.2. Every participating bidder is also required to submit an undertaking as per **Annexure 16** 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.
- 18.3. All participating Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
 - ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value 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 Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 18.4. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 18.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a 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.

19. Authorized Signatory

The Successful Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Successful Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by 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 Successful

Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

20. Bid Submission by Related Parties

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

21. Right to Reject Bids

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. The bid is 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 (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax or any other unprescribed means.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing 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 mode 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.

22. General Terms & Conditions

22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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 determination of the Successful Bidder, not limited to those selection criteria set out in this RFP document.
- 22.8. 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.
- 22.9. 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
- 22.10. Only one submission of response to RFP by each Respondent will be permitted.
- 22.11. The Bank expects the Bidder to adhere to the terms of this tender document

- and would not accept any deviations to the same.
- 22.12. The Bank expects that the Successful 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.
- 22.13. 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.
- 22.14. 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.
- 22.15. All responses received after the due 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.
- 22.16. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator. 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.
- 22.17. However, 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.
- 22.18. Respondents should invariably provide details of their email address as responses 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.
- 22.19. 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.
- 22.20. 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

- 22.21. 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.
- 22.22. 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.
- 22.23. The bidders required to quote for all the components/services mentioned in the “Scope of Work” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to 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.
- 22.24. 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.
- 22.25. 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.
- 22.26. 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.
- 22.27. 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.
- 22.28. 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 determine a successful 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.
- 22.29. By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed 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 said bidder, and a different bidder may be selected based on the selection process.
- 22.30. 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

22.31. 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.

22.32. 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.

22.33. The execution, delivery and performance under an Agreement by the engaged Health Check-up Service Provider:

- ▶ 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;

22.34. 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.

22.35. 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.

22.36. 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.
- 22.37. 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.
- 22.38. 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.
- 22.39. 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.
- 22.40. 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.
- 22.41. 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.
- 22.42. 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.
- 22.43. 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.
- 22.44. 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.

22.45. 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.

22.46. The Bank reserves the right to modify the scope of the project considering the changing requirements from time to time.

23. Abidance with Universal Human Rights & Bank's Code of Ethics

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's Website > Shareholder's Corner > Policies/Codes > Our Code of Ethics.

The engaged Health Check-up Service Provider shall also comply ESG (Environmental, Social, and Governance), BRSR (Business Responsibility and Sustainability Reporting) 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.

24. Information Confidentiality

This document is meant for the specific use by the Company / 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 will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

25. 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 advisers 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 and whether 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 advisers.

Annexure 01 – Scope of Work

Introduction:

Bank of Baroda has an “Annual Health Check-up” scheme which requires all employees to undergo mandatory Annual Health Check-up as a measure of preventive care and early diagnosis of ailments, ensuring timely treatment, as the case may be.

The Bank intends to engage a maximum of -02- Health Check-up Service Providers capable of facilitating cashless Annual Health Check-ups for approximately -75000-employees and their spouse on PAN India basis. If an employee / spouse is less than or equal to 30 years in age, he/she is permitted to undergo cashless Annual Health Check-ups once in -02- financial years; Once the employee / spouse crosses 30 years in age, he/she is eligible for cashless Annual Health Check-ups every financial year.

The following list of tests & consultations are to be covered as part of Annual Health Check-up:

S.No.	For Male	For Female
1	CBC	CBC
2	ESR	ESR
3	Blood Group & RH Factor	Blood Group & RH Factor
4	Blood and Urine Sugar Fasting	Blood and Urine Sugar Fasting
5	Blood and Urine Sugar PP	Blood and Urine Sugar PP
6	Stool Routine	Stool Routine
7	Lipid Profile	Lipid Profile
8	Total Cholesterol	Total Cholesterol
9	HDL	HDL
10	LDL	LDL
11	VLDL	VLDL
12	Triglycerides	Triglycerides
13	HDL/ LDL ratio	HDL/ LDL ratio
14	Liver Profile	Liver Profile
15	AST	AST
16	ALT	ALT
17	GGT	GGT
18	Bilirubin (total, direct, indirect)	Bilirubin (total, direct, indirect)
19	ALP	ALP
20	Proteins (T, Albumin, Globulin)	Proteins (T, Albumin, Globulin)
21	Kidney Profile	Kidney Profile
22	Serum Creatinine	Serum Creatinine
23	Blood Urea Nitrogen	Blood Urea Nitrogen
24	Uric Acid	Uric Acid
25	HBA1C	HBA1C
26	Routine Urine Analysis	Routine Urine Analysis
27	USG Whole Abdomen	USG Whole Abdomen
28	General Tests	General Tests
29	X Ray Chest	X Ray Chest
30	ECG	ECG

S.No.	For Male	For Female
31	2D/3D ECHO / TMT	2D/3D ECHO / TMT
32	Stress Test	Gynaec Consultation
33	PSA Male (above 40 years)	Pap Smear (above 30 years) & Mammography (above 40 years)
34	Thyroid Profile (T3, T4, TSH)	Thyroid Profile (T3, T4, TSH)
35	Dental Check-up Consultation	Dental Check-up Consultation
36	Physician Consultation	Physician Consultation
37	Eye Check-up Consultation	Eye Check-up Consultation
38	Skin/ENT Consultation	Skin/ENT Consultation

The Health Check-up Service Provider can provide any number of suitable tests / consultations over and above the aforementioned list, within the Bank's prescribed maximum ceiling for Annual Health Check-ups per employee / spouse as **Rs. 4,000/-** per person in 'Metro' areas and as **Rs. 3,500/-** per person in the 'Non-Metro' areas ('Metro' refers to Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Bengaluru, Hyderabad, Pune and Surat. All remaining areas are classified as 'Non – Metro').

The Health Check-up Service Provider must also be capable of:

- Extending the Annual Health Check-up facility to the following individuals on self-payment (non-cashless) basis at the rate fixed for Bank of Baroda Employees and their spouse:
 - Employee's Family (relatives other than spouse who are wholly dependent on the employee)
 - Ex-Employee and his/her Spouse
- Providing and facilitating additional health check-up packages for Ex-Employee and his/her Spouse on self-payment (non-cashless) basis with the package details to be provided in **Annexure 06**.
- Providing and facilitating lab tests (other than those mentioned as part of Annual Health Check-up) for employee / ex-employee / spouse / family at discounted rates on self-payment (non-cashless) basis with the test details to be provided in **Annexure 06**.

General Terms & Conditions:

- The Health Check-up Service Provider is expected to have tie-ups / empanelment with vast number of hospitals / diagnostic centers / clinics for facilitating cashless & non-cashless Annual Health Check-ups on PAN India Basis.
- All tests & consultations specified as per part of Annual Health Check-ups must be available at chosen hospital / diagnostic center / clinic empaneled by the Health Check-up Service Provider. The test reports must be made available to individuals within T + 2 working days with the consultations to be completed within T + 4 working days (T means date of undergoing Annual Health Check-up).
- The Health Check-up Service Provider's Annual Health Check-up booking app / portal should be highly responsive, easy to navigate and user friendly,

compatible with any desktop, laptop, tablet or smartphone. Contingency plan must be put in place in order to ensure uptime of the app / portal. There should be quick tips and help available at relevant places to serve as easy user guides. Feature of MIS Report Generation must be inbuilt in the app / portal with access provided to the Bank. Bank of Baroda may request for additional reports and data which should be readily provided as per required format at no additional cost to the Bank. Basic FAQs, video based tutorials, user friendly guides on usage of app / portal service features as well as detailed documentation pertaining to Annual Health Check-up booking process should be submitted to the Bank.

- The engaged Health Check-up Service Provider must also create unique profiles for each employee / ex-employee in the app / portal and share the created login credentials with the Bank. The employee / ex-employee should have the option of
 - Booking Annual Health Check-ups for self / spouse / family through the Health Check-up Service Provider's app / portal at the desired location with the complete details of the empaneled hospitals / diagnostic centers / clinics made available for reference.
 - Downloading test reports from the app / portal upto -30- days from date of Annual Health Check-up.
 - Viewing 'Year – on –Year' comparison of test results via the app / portal in order to track parameter wise (eg. Cholesterol, Sugar etc.) trends.
 - Viewing 'Health Tips' on the basis of test results available.
- The Health Check-up Service Provider should be able to provide a "Real-Time Online Dashboard" with access granted to authorized personnel of the Bank in order to monitor the progress of Annual Health Check-up coverage of Bank employees and analyze the results as follows:
 - Progress of Annual Health Check-up coverage of employees:
 - Across Regions and Zones of the Bank (list of Regions & Zones will be provided to the engaged Health Check-up Service Provider).
 - Across Cadre / Gender / Age of Employees.
 - Details of Critical illness, Major illness, Mental illness and Lifestyle Disorders (obesity / smoking / etc) identified.
 - Health Profile of all employees of the Bank who have undergone Annual Health Check-up.
 - Employee wise "Health Score" on a scale of -03- (1-Poor, 2-Average, 3-Good) for each employee
 - Bank's Health Score Card i.e. Position of Bank's Employees with respect to Sugar / Heart / Liver and other lifestyle related ailments.
- The engaged Health Check-up Service Provider must provide a dedicated team to function as SPOC for the Bank, addressing all administrative measures while extending necessary support to employees / ex-employees / spouse / family. Details of team members are to be shared as per **Annexure 13**. No change will be permitted to the composition of the team, without explicit written approval of

the Bank.

- The list of employees / ex-employees / spouse / family will be provided by the Bank to the engaged Health Check-up Service Provider on periodic basis.
- The engaged Health Check-up Service Provider shall submit monthly invoice for the cashless Annual Health Check-up facilitated for Bank employees and their spouse in the immediate preceding month before 10th of every next month which shall be settled within a period of -30- days from the date of receipt of undisputed relevant documents (i.e. if the cashless Annual Health Check-up has been facilitated in the month of July 2024, the monthly invoice should be submitted before 10th August 2024). Any dispute regarding the relevant documents will be communicated within -15- days from the date of receipt of the relevant documents. Bank shall make the payment within -30- days from the date the dispute stands resolved.
- While submitting the monthly invoice, the engaged Health Check-up Service Provider must also provide the following information:
 - List of employees and spouses who have undergone cashless Annual Health Check-up
 - Date of Annual Health Check-up
 - Details of Hospital / Diagnostic Center / Clinic where Annual Health Check-up was carried out
 - Breakup of the cost incurred while facilitating Annual Health Check-up (details of service charge, tax, etc.)
- The engaged Health Check-up Service Provider shall submit the monthly invoice in a standard format, complete with Invoice Number, Date, Beneficiary Account Details, GST Details, etc.
- The engaged Health Check-up Service Provider will raise the monthly invoice based on actual and complete availment of services i.e. employees / spouse booking appointments and not availing service / availing partial services shall not be counted for invoicing purposes.
- The engaged Health Check-up Service Provider shall facilitate cashless Annual Health Check-ups for eligible Bank of Baroda employees and their spouse as per the list provided by the Bank. The Bank shall not be liable nor bear any responsibility for payment of cashless Annual Health Check-up facilitated for non - eligible Bank of Baroda employee and / or their spouse.
- The engaged Health Check-up Service Provider shall be wholly responsible for ensuring the compliance of quality standards and other prescribed Government / Regulatory guidelines by the empaneled Hospitals / Diagnostic Centres / Clinics while facilitating Annual Health Check-ups.
- The Successful Bidder is required to enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) with the Bank (Annexure 17).
- Post engagement of Health Check-up Service Provider, the Bank reserves the right to modify/enhance the scope of the service level agreement through mutual consent.

- The engaged Health Check-up Service Provider's performance shall be reviewed annually on the basis of services rendered, complaints resolution, adherence to terms & conditions of SLA & NDA as well as any other issues relevant to the delivery of smooth services. If the performance is found unsatisfactory then the Bank reserves the right to terminate the contract.

Timelines:

The overall timeframe for implementing & rolling out the 'Annual Health Check-up' services is as given below:

Milestone	Timeline*
Date of Acceptance of Offer Letter issued to Successful Bidders	T
Sharing of Employee / Ex-employee / Spouse / Family data by the Bank with Successful Bidders	T + 5 working days
Sharing of user login credentials with the Bank	T + 10 working days
Date of Signing of SLA & NDA with Successful Bidders	T + 11 working days
Rolling out of 'Annual Health Check-up' services	T+12 working days

* Modification in timeline would be through mutual agreement only.

Annexure 02 – Eligibility Criteria

The Health Check-up 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	<p>The Respondent does not have any pecuniary liability nor any judicial proceedings or any restraint, restricting it in fulfilling the services.</p> <p>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.</p> <p>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.</p>	The Respondent must submit self-declaration in the prescribed format signed by the Authorized Signatory on the Respondent's letter head (Annexure 07) .
Experience	<p>The Respondent should be in the business of facilitating 'Health Check-up' services with experience of at least -03- years (Should have commenced operation on or before 01.12.2020)</p> <p>The Respondent must have proven experience of facilitating 'Health Check-up' services for at least -03- Organizations with minimum employee base of -30,000- (inclusive of all sectors) during last -03- years (Period of Consideration: From 01.12.2020 onwards)</p>	<p>Copies of Certificate of Incorporation and Certificate of Commencement of business.</p> <p>Copies of Work Orders/ Agreements and relevant references on the Respondent's letter head along with filled out copy of Annexure 12.</p>
Financial	The Respondent should not be insolvent or bankrupt (or subject to any other similar proceeding) unable to pay its debts as they fall due, nor has it stopped paying its debts as they fall due.	Certified Letter from Chartered Accountant confirming the same. The document should be specific without any riders or qualifications.
Operational	The Respondent must have a tie up with at least -01- Hospital / Diagnostic Center / Clinic in each State & Union Territory of India for facilitating cashless & non-cashless 'Annual Health Check-up' services.	The Respondent must submit self-declaration in the prescribed format signed by the Authorized Signatory on the Respondent's letter head (Annexure 07) .

Basic Requirement	Eligibility Criteria	Documents to be submitted (copy to be attested and signed by the Authorized Signatory)
	The Respondent must be able to provide and facilitate at least -02- additional health check-up packages for Ex-Employee and his/her Spouse on self-payment (non-cashless) basis.	The Respondent must submit the details of additional health check-up packages for Ex-Employee and his/her Spouse to be availed on self-payment (non-cashless) basis (Annexure 06) .
	The Respondent must be able to provide & facilitate lab tests (other than those mentioned as part of Annual Health Check-up) for employee / ex-employee / spouse / family at discounted rates on self-payment (non-cashless) basis.	The Respondent must submit the details of lab tests (other than those mentioned as part of Annual Health Check-up) for employee / ex-employee / spouse / family which can be availed at discounted rates on self-payment (non-cashless) basis (Annexure 06) .

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.

Annexure 03 – Bid Structure & Techno Commercial Evaluation Process

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

- I. Technical Bid
- II. Commercial Bid

The bidders are required to submit physically signed scanned copies of bid documents (Technical & Commercial) via email / share a link via email for downloading the physically signed scanned copies of bid documents (Technical & Commercial) from secure, organization approved file sharing services, on or before the prescribed last date. The Respondent should submit the Bids as prescribed in **Section 10**.

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 Password-Protected & Physically Signed.

The passwords are to be shared with the Bank's Technical & Commercial Bid Opening Committee on the time and dates intimated to the bidders via email. The Email Id used 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.

Technical Bids received within the prescribed date and time will be opened & displayed online via MS Teams in the presence of the authorized representatives of the firm / bidders who choose to attend the opening of the bids on the date and time specified in this RFP document. The Authorized representative of the firm / bidder, willing to be present for the Bid Opening, shall submit an authority letter duly signed by the Firm / Bidder, authorizing him/her to represent and attend the bid opening on behalf of the firm / bidder.

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 via email. 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 defined in this Annexure**. 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 as defined in this Annexure**. 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 be cost effective and meet the RFP specifications. It may include alternatives / add-ons that can add value to the services proposed to be rendered on behalf of the Bank. 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 (TEC). The assessment of the TEC would be final & binding with no obligation to clarify regarding the assessment done.

Kindly Note: RESPONDENTS SCORING A MINIMUM OF 60 MARKS OUT OF 100 IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING. Commercial Bids of Firms securing less than 60 marks out of 100 shall be returned unopened, along with the EMD.

Technical Bid Evaluation

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

Technical Proposal Evaluation Criteria

S.No.	Particulars	Weightage / Marks												
1.	Experience (Number of years facilitating ‘Health Check-up’ services. Should have commenced operation on or before 01.12.2020)	<p style="text-align: center;">10</p> <p style="text-align: center;">Distribution of marks:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>No of years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>1</td> </tr> <tr> <td>4</td> <td>3</td> </tr> <tr> <td>5</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> </tr> <tr> <td>7+</td> <td>10</td> </tr> </tbody> </table>	No of years	Marks	3	1	4	3	5	5	6	7	7+	10
No of years	Marks													
3	1													
4	3													
5	5													
6	7													
7+	10													

S.No.	Particulars	Weightage / Marks										
2.	Number of tie-ups with Organizations with minimum employee base of -30,000- (inclusive of all sectors) for facilitating 'Health Check-up' services during last -03- years. (Period of Consideration: From 01.12.2020 onwards)	10 Distribution of marks for tie-ups with Organizations: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>No of tie-ups</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>4</td> <td>5</td> </tr> <tr> <td>5</td> <td>7</td> </tr> <tr> <td>6+</td> <td>10</td> </tr> </tbody> </table>	No of tie-ups	Marks	3	3	4	5	5	7	6+	10
No of tie-ups	Marks											
3	3											
4	5											
5	7											
6+	10											
3.	Coverage (Presence of empaneled Hospitals / Diagnostic Centers / Clinics at Desired Locations* for facilitating cashless & non-cashless Annual Health Check-ups)	20 Distribution of marks: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>No. of Desired Locations Covered</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>70</td> <td>5</td> </tr> <tr> <td>85</td> <td>10</td> </tr> <tr> <td>100</td> <td>15</td> </tr> <tr> <td>122</td> <td>20</td> </tr> </tbody> </table>	No. of Desired Locations Covered	Marks	70	5	85	10	100	15	122	20
No. of Desired Locations Covered	Marks											
70	5											
85	10											
100	15											
122	20											
4.	Ease of Booking Annual Health Check-ups in the Service Provider's App / Portal and obtaining Test Results.	20										
5.	Overall Quality of the 'Real-Time Online Dashboard', Reporting & Invoicing System.	20										
6.	Understanding of Scope of Work as Demonstrated in Response to RFP.	20										
TOTAL		100										

* List of Desired Locations (Total: 122):

Ahmedabad, Anand, Banaskantha, Gandhinagar, Kheda, Mehsana, Sabarkantha, Agra, Aligarh, Bareilly, Dehradun, Haldwani, Meerut, Moradabad, Pilibhit, Rudrapur, Shahjahanpur, Baroda, Bharuch, Godhra, Navsari, Surat, Valsad, Bengaluru, Mandya, Mysuru, Bhopal, Bilaspur, Dhamtari, Durg, Gwalior, Indore, Jabalpur, Raipur, Ratlam, Amritsar, Chandigarh, Hissar, Jalandhar, Karnal, Ludhiana, Shimla, Chennai, Coimbatore, Madurai, Puducherry, Tiruchirapalli, Mumbai, Calicut, Ernakulam, Thrissur, Trivandrum, Guntur, Hyderabad, Rajahmundry, Telangana, Tirupathi, Vijayawada, Visakhapatnam, Ajmer, Alwar, Banswara, Bharatpur, Bhilwara, Bikaner, Jaipur, Jhunjhunu, Jodhpur, Kota, Sawaimadhopur, Udaipur, Burdwan, Guwahati, Jorhat, Kolkata, Siliguri, Ambedkarnagar, Ayodhya, Fatehpur, Gorakhpur, Kanpur, Lucknow, Prayagraj, Raebarely, Sultanpur, Varanasi, Hassan, Hubli, Kalaburagi, Mangaluru, Puttur, Shivamogga, Udupi, Navi Mumbai, Gurugram, Delhi, Noida, Bhubaneshwar, Cuttack, Darbhanga, Gaya, Jamshedpur, Muzaffarpur, Patna, Purnea, Ranchi, Sambalpur, Amravati, Jalgaon, Kolhapur, Nagpur, Nashik, Panaji, Pune, Sambhajinagar, Solapur, Bhavnagar, Bhuj, Jamnagar, Junagadh, Rajkot, Surendranagar.

Respondents scoring a minimum of **60 marks out of 100** in the technical bid only shall be considered for Commercial Bid opening. The Technical Bid evaluation (Technical Score) will carry a weightage of 80% in Techno-Commercial evaluation.

Commercial Bid Evaluation

The Bank has prescribed the maximum ceiling for Annual Health Check-ups per employee / spouse as **Rs. 4,000/-** per person in 'Metro' areas and as **Rs. 3,500/-** per person in the 'Non-Metro' areas ('Metro' refers to Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Bengaluru, Hyderabad, Pune and Surat. All remaining areas are classified as 'Non – Metro'). This amount includes the cost of Annual Health Check-up, applicable taxes, service charges of the facilitator and any other charges, if any. The Commercial quote for facilitating cashless Annual Health Check-up for Bank of

Baroda employees and their spouse should be submitted in the following format:

Particulars	Cost of Check-up (in INR)	Facilitator Service Charges (in INR, if any)	Any other Charges (in INR, if any)	% Tax	Amount of Tax (in INR)	Total Cost per employee / spouse (in INR upto -02-decimal places)
Rate per employee / spouse (Metro)*	1A	1B	1C		1D	$(1A + 1B + 1C + 1D) = X$
Rate per employee / spouse (Non – Metro)*	2A	2B	2C		2D	$(2A + 2B + 2C + 2D) = Y$
Average of Metro & Non – Metro						$Z = (X + Y) / 2$ <i>'Z' will be taken as Commercial Quote</i>

* 'Metro' refers to Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Bengaluru, Hyderabad, Pune and Surat. All remaining areas are classified as 'Non – Metro'.

The above commercial bid should be submitted on the bidder's letter head and should bear the bidder's seal, name, designation and signature of the Authorized Signatory of the Service Provider (**Annexure 18**).

Selection of 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**.

The financial bids/ quotes submitted by the bidders who qualify as per the technical criteria as mentioned above will be opened and the quoted commercials 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. These weightages shall be taken into consideration for arriving at the successful bidders for this RFP. The evaluation methodologies vis-a-vis the weightages are as under:

Techno – Commercial Evaluation

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

$$S = (T \times 0.8) + (C_{\text{Low}}/C \times 20)$$

Where:

S = Overall Score of the Bidder

- T = Technical Score of the Bidder
 C = Quote of Cost (Commercial Quote) as provided by the Bidder
 C_{Low} = Lowest Quote of Cost among the Bidders

For example – There are three Bidders – A, B and C.

The Combined Score will be arrived at by adding Technical Score and Commercial Score as per the formula given above.

Sr. No.	Bidder	Technical Evaluation Marks (T)	Commercial Bid (C) (in ,00,000)	T-Score	C-Score	Combined Score (Out of 100) T+ C	Bidder Designation After Techno – Commercial Evaluation*
1	A	88	125	$88 \times 0.8 = 70.40$	$120/125 \times 20 = 19.20$	89.60	H2
2	B	85	150	$85 \times 0.8 = 68.00$	$120/150 \times 20 = 16.00$	84.00	H3
3	C	90	120	$90 \times 0.8 = 72.00$	$120/120 \times 20 = 20.00$	92.00	H1

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

As the Bank intends to engage a maximum of -02- Health Check-up Service Providers (Bidders), the Bidders securing the highest and second highest combined scores (i.e. 'H1' & 'H2') shall become the Successful Bidders.

The Bank reserves the right to negotiate the rate / cost / service charges / fee, etc. with the Successful Bidders before entering into final contract / agreement. In case the 'H2' bidder submits a higher commercial quote compared to 'H1' bidder, the 'H2' bidder will be asked to match the commercial quote submitted by 'H1' bidder in order to standardize and maintain uniformity in cost of services rendered. In the event:

- 'H2' bidder is not willing to match the commercial quote of 'H1' bidder, the Bank reserves the right to enter into contract / agreement solely with 'H1' bidder.
- 'H2' bidder is willing to match the commercial quote of 'H1' bidder, the Bank reserves the right to enter into contract / agreement with both 'H1' & 'H2' bidder.

Illustration:

In the above example Bidder C ('H1') and Bidder A ('H2') with highest and second highest combined scores respectively have become the Successful Bidders. As Bidder C ('H1') has submitted commercial quote of '120,00,000' and Bidder A ('H2') has submitted commercial quote of '125,00,000', Bidder A ('H2') will be asked to match the commercial quote of '120,00,000' submitted by Bidder C ('H1') in order to standardize and maintain uniformity in cost of services rendered.

Annexure 04 – Pre-Bid Queries Form

(This document should be on the letter head of the Bidder)

RFP Name and No:

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

Seal & Signature of Bidder Representative:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Date:

Annexure 05 – 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 HRM Department
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007

Dear Sir,

SUB: Authorization Letter for submitting RFP Bid Documents.

REF: Your RFP No. HO:HRM:116/120 dated 16 January 2024

This has reference to your RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING BANK'S ANNUAL HEALTH CHECK-UP SCHEME.

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 06 – Bidder’s Profile

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

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.	Details of additional health check-up packages for Ex-Employee and his/her Spouse on self-payment (non-cashless) basis (List of Tests & Cost in Indian Rupees)	
9.	Details of lab tests ((other than those mentioned as part of Annual Health Check-up) for employee / ex-employee / spouse / family which can be availed at discounted rates on self-payment (non-cashless) basis [List of Lab Tests, Cost (in INR) & % Discount Offered]	
10.	List of empaneled Hospitals / Diagnostic Centers / Clinics for facilitating cashless & non - cashless ‘Annual Health Check-ups’ [Name, Classification (Hospital / Diagnostic Center / Clinic) & Location]	
11.	Estimated Work Plan and Time Schedules for providing services for this assignment	

Sr. No.	Particulars	Details to be Furnished by the Bidder
12.	Details of Deliverables, other than those specified by the Bank, that the Bidder proposes with specific reference to the Scope of Work	
13.	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.	

Dated this.....by20

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Annexure 07 – 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 HRM Department
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007

Dear Sir,

SUB: Declaration & Response to RFP

REF: Your RFP No. HO:HRM:116/120 dated 16 January 2024

This has reference to your RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING BANK'S ANNUAL HEALTH CHECK-UP SCHEME.

1. Having examined the RFP Document including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake the specified services in conformity with the said RFP as per the cost quoted during tendering process.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
3. We agree to abide by RFP Bid Submission for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of 180 days.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. 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.
8. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents. 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.
9. 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.
10. 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.
11. 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.
 12. We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.
 13. We confirm that our Organization has a tie up with at least -01- Hospital / Diagnostic Center / Clinic in each State & Union Territory of India for facilitating cashless & non-cashless 'Annual Health Check-up' services.

Dated this.....by20

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Annexure 08 – 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 HRM Department
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007

Dear Sir,

SUB: Conformation

REF: Your RFP No. HO:HRM:116/120 dated 16 January 2024

This has reference to your RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING BANK'S ANNUAL HEALTH CHECK-UP SCHEME.

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.

Dated this.....by20

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Annexure 09 – Submission of Application Money

(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 HRM Department
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007

Dear Sir,

SUB: Submission of Application Money

REF: Your RFP No. HO:HRM:116/120 dated 16 January 2024

This has reference to your RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING BANK'S ANNUAL HEALTH CHECK-UP SCHEME.

We having our registered office at (herein after called the 'BIDDER') have submitted the Application Money Deposit for consideration of the bid of the above mentioned Bidder, as per details given below:

Amount: Rs. 5,000/- (Indian Rupees Five Thousand Only)

Mode: Online Transfer

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

UTR / Txn Ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. **02000400000062**

Beneficiary Bank IFSC Code: **BARB0ALKAPU**

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if exempted from submitting Application Money) is enclosed.

We agree that the Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by20

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Annexure 10 – Submission of Earnest Money Deposit (Bid Security)

(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 HRM Department
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007

Dear Sir,

SUB: Submission of Earnest Money Deposit (Bid Security)

REF: Your RFP No. HO:HRM:116/120 dated 16 January 2024

This has reference to your RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR FACILITATING BANK'S ANNUAL HEALTH CHECK-UP SCHEME.

We having our registered office at (herein after called the 'BIDDER') have submitted the Earnest Money Deposit for consideration of the bid of the above mentioned Bidder, as per details given below:

Amount: Rs. 2,00,000/- (Indian Rupees Two Lakhs Only)

Mode: Online Transfer

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

UTR / Txn Ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. **02000400000062**

Beneficiary Bank IFSC Code: **BARB0ALKAPU**

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if exempted from submitting Earnest Money Deposit) is enclosed.

We agree that the Bank at its discretion, may reject the bid if the Earnest Money Deposit doesn't reflect in beneficiary account as per details furnished above.

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

We having our registered office at

..... (Herein after called the 'BIDDER') are providing our bank account details herewith to be considered while refunding of the Earnest Money Deposit (Bid Security), if applicable as per terms & conditions mentioned in the RFP document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

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

Dated this.....by20

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Annexure 11 – Bank Guarantee Form

(Pro forma for Bank Guarantee in lieu of EMD)

To:

Date:

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

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the Service Provider”) proposes to offer its response to RFP No. HO:HRM:116/120 dated 16 January 2024 (hereinafter called the “RFP”).

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the Service Provider is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the Service Provider has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Service Provider and in consideration of the proposed RFP response to you, WE,.....having.....
... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. 2,00,000/- (Indian Rupees Two Lakhs Only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider. Any of the terms and conditions contained in the RFP and in the event of the Service Provider committing default or defaults in

carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. 2,00,000/- (Indian Rupees Two Lakhs Only) as may be claimed by you on account of breach on the part of the Service Provider of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative guarantee period of the RFP and after the Service Provider had discharged all his/her obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “No Demand Certificate” provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the Service Provider till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part of or any indulgence by you to the Service Provider or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. 2,00,000/- (Indian Rupees Two Lakhs Only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Service Provider.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs. 2,00,000/- (Indian Rupees Two Lakhs Only);
 - ii) this Bank Guarantee shall be valid up to and including the date and

iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

Annexure 12 – Credentials

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

The expertise of the bidder in facilitating Health Check-ups for stakeholders of 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 follows:

Sr. No.	Name of Organization 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:

Email ID & Mob. No.:

Date:

Annexure 13 – Team Profile

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

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:

Email ID & Mob. No.:

Date:

Annexure 14 – Format for Submission of Deliverables

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

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:

Email ID & Mob. No.:

Date:

Annexure 15 – 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 Annual Health Check-ups**. 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 -06- months 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)

Witness 2:

(Name & Address)

Annexure 16 - 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 HRM Department
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007**

Dear 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 this.....by20

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

List of documents enclosed:

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

Annexure 17 – 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 16 January 2023 by Bank of Baroda, the Service Provider also submitted its offer and has represented that it is engaged in the business of facilitating Annual Health Check-ups. 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.
- “RFP” means the Request For Proposal document.
- “Proposal” or “Bid” means Response to the RFP Document.
- “Scheduled Commercial Bank” or “Commercial Bank” means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.

- “Annual” means Financial Year.
- “Employee” means individual who is in the active services of Bank (list will be provided to service provider).
- “Ex-Employee” means individual who is no longer in active service i.e. has retired from Bank’s service either on Superannuation or Voluntary Retirement (list will be provided to service provider).
- “Family” means relatives other than spouse who are wholly dependent on the employee (list will be provided to service provider).
- “Health Score” means the ranking for every employee on a -03- point scale [1- Poor, 2-Average, 3-Good] based on the standardized scores of the outcomes of the medical check-up.
- “Party” to the bid can be Company, Limited Liability Partnership, Firm, Proprietor firm, Partnership firm registered in India.
- “Fee”, “Service Fee”, “Service Charge”, “Cost” means the amount that is payable by the Bank to the Service Provider on periodic basis for a particular assignment or a one-time fee, subject to the context.
- “Personnel/ Resources” means professionals and support staff provided by the Service Provider.
- “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 Service Provider pursuant to the Contract.
- “Support” means Support & Services to be provided as part of the Scope of Work.
- “SLA” means Service Level Agreement.
- “NDA” means Non - Disclosure Agreement.

2. TERM & RENEWAL

This Agreement shall be effective from and shall remain in force and effect for a period of -24- months which may be further extended up to -12- months subject to satisfactory performance and mutual consent. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to the Bank / Bank’s employees and their spouse; as per the requirements of the contract executed between the Bank and the Service Provider.

3. SCOPE OF WORK / 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

6.1) The payments by the Bank shall be made as per the actual availment of services by the employee / spouse as facilitated by the Service Provider.

6.2) The payment shall be done on monthly billing basis and the cost of annual health check – ups per employee / spouse shall not exceed Rs./- (Indian Rupees Only) at 'Metro Areas' and Rs./- (Indian Rupees Only) at Non - Metro Areas. The aforementioned cost is inclusive of all charges, tax etc.

6.3) For the purpose as mentioned in sub-clause 6.2), 'Metro Areas' shall cover Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Bengaluru, Hyderabad, Pune and Surat. All remaining areas shall be classified as 'Non – Metro Areas'.

6.4) The Bank will release the payments only on receipt of all the relevant documents, within a period of -30- days from the date of receipt of undisputed relevant documents. Any dispute regarding the relevant documents will be communicated within -15- days from the date of receipt of the relevant documents. Bank shall make the payment within -30- days from the date the dispute stands resolved.

6.5) The cost of Annual Health Check-ups as given in sub-clause 6.2), undertaken by the 'Family' of the 'Employee' or 'Ex-Employee' and his/her Spouse shall be borne by the 'Employee' / 'Ex-Employee' respectively. Details of additional health check-up packages available for 'Ex-Employee' and his/her Spouse on self-payment (non-cashless) basis (to be facilitated by the Service Provider) is given in **Annexure II.**

7. OUT OF POCKET EXPENSES

All out of pocket expenses, travelling, boarding and lodging expenses for entire agreement period shall be borne by the service provider. 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.

8. TRAINING

The Service Provider shall provide training / guidance / hand holding to officials of BOB for using, managing and maintaining the “real-time online dashboard” system to monitor the progress of coverage of employees and any other guidance / support / assistance provided by the Service Provider to officials of BOB regarding annual health check-up services as defined in **Annexure I** will be considered within the Scope of the Project.

9. 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.

10. EARNEST MONEY DEPOSIT / SECURITY DEPOSIT

The EMD of Rs./- (Indian Rupees Only) 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. In the event of non-performance of obligation of failure to meet terms of this agreement, the security deposit shall stand forfeited by the Service Provider.

11. COVENANTS OF THE SERVICE PROVIDER

- a) The Service Provider shall employ suitably experienced employees 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 employees 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.

12. 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. The Service Provider agrees to take all necessary action to safeguard the medical reports and / or data emanating out of annual health check-ups facilitated by the Service Provider and share the medical reports only with concerned individual.
- xi. 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.
- xii. The provisions of this Clause & Sub-clause shall survive the termination of this Agreement.

13. 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 Service Provider 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.

14. 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.

15. PENALTIES AND LIQUIDATED DAMAGES

The Service Provider shall not modify or cancel the appointment booked by BOB employees (for self / spouse) without employee's consent. Service Provider shall be liable to pay penalty of Rs. 5,000/- (Indian Rupees Five Thousand Only) per such modification / cancellation. Due intimation of modification / cancellation shall be given to the employee through phone call / text message and email, at least -01- day in advance.

If the Service Provider fails to complete the due performance as per this agreement, BOB reserves the right to terminate the agreement and recover 'Liquidated Damages' from the 'Security Deposit'.

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 Service Provider to prove that the delay is attributable to the Bank and Force Majeure. The Service Provider shall submit the proof authenticated by them and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

If the Service Provider fails to perform its obligations as per this agreement, then

BOB reserves the right to get the balance work executed by another Service Provider as per the choice of BOB and the contracted Service Provider shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

16. 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.

17. 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.

18. 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.

19. 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**.

20. 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.

21. LIMITATION OF LIABILITY

Notwithstanding, the contents of para two 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.

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.

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.

22. 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.

23. 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.

24. SUBCONTRACTING

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

25. 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.

26. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including 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 Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

27. 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.

28. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any, to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the selected Service Provider and not involving the selected Service Provider's fault or negligence and farsightedness. Events falling under the category of Acts of God, public enemy, acts of Government of India in its sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war shall be considered as such.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the selected Service Provider shall continue to perform the obligations under this Agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not more than the duration of such delay. If the duration of delay continues beyond a period of -01- month, the Bank and the selected Service Provider shall hold consultations in an endeavor to find a solution to the problem. However, it may be noted that no fee or any other remuneration or compensation will be paid by the Bank when there is no delivery of service.

29. 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.

30. 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.

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

SIGNED AND DELIVERED for and on behalf of	SIGNED AND DELIVERED for and on behalf of
Bank of Baroda, by the hand of its authorized signatory	< Service Provider Name >
Manoj Kr. Bakshi Dy. General Manager – HRM	_____
<u>Signature</u>	<u>Signature</u>
in the presence of:	in the presence of:
<u>Witness 01</u>	<u>Witness 02</u>
Signature:	Signature:
Name:	Name:
Address:	Address:

Annexure 18 – Commercial Bid

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

The Commercial quote for facilitating cashless Annual Health Check-up for Bank of Baroda employees and their spouse is as follows:

Particulars	Cost of Check-up (in INR)	Facilitator Service Charges (in INR, if any)	Any other Charges (in INR, if any)	% Tax	Amount of Tax (in INR)	Total Cost per employee / spouse (in INR upto -02- decimal places)
Rate per employee / spouse (Metro)*	1A	1B	1C		1D	$(1A + 1B + 1C + 1D) = X$
Rate per employee / spouse (Non – Metro)*	2A	2B	2C		2D	$(2A + 2B + 2C + 2D) = Y$
Average of Metro & Non – Metro						$Z = (X + Y) / 2$ <i>'Z' will be taken as Commercial Quote</i>

* 'Metro' refers to Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Bengaluru, Hyderabad, Pune and Surat. All remaining areas are classified as 'Non – Metro'.

I acknowledge & accept:

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

As the Bank intends to engage a maximum of -02- Health Check-up Service Providers (Bidders), the Bidders securing the highest and second highest combined scores (i.e. 'H1' & 'H2') shall become the Successful Bidders.

The Bank reserves the right to negotiate the rate / cost / service charges / fee, etc. with the Successful Bidders before entering into final contract / agreement.

In case the 'H2' bidder submits a higher commercial quote compared to 'H1' bidder, the 'H2' bidder will be asked to match the commercial quote submitted by 'H1' bidder in order to standardize and maintain uniformity in cost of services rendered. In the event:

- 'H2' bidder is not willing to match the commercial quote of 'H1' bidder, the Bank reserves the right to enter into contract / agreement solely with 'H1' bidder.
- 'H2' bidder is willing to match the commercial quote of 'H1' bidder, the Bank reserves the right to enter into contract / agreement with both 'H1' & 'H2' bidder.

The Bank shall not entertain any other claims over and above the quote 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.

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

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

Seal & Signature of the Authorized Signatory:

Name:

Designation:

Name of the Organization:

Address:

Email ID & Mob. No.:

Place:

Date:
