

# Request for Proposal (RFP)



Engagement of Service Provider for  
**“EMPLOYEE ASSISTANCE PROGRAM FOR  
EMPLOYEES OF BANK OF BARODA”**

Date: June 27, 2019

RFP Reference: RFP: HO: HRM: 111/6821

## REQUEST FOR PROPOSAL FOR ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA

### Key Information on the RFP Response Submission

S. No.	Particulars	Timeline
1	RFP Issuance Date	June 27, 2019
2	RFP Co-ordinator	Ms. Swapna Bandopadhaya DGM (Strategic HR & OD) Human Resource Department 6th Floor, Head Office, Bank of Baroda Baroda Bhavan RC Dutt Road, Alkapuri Vadodara 390007, India
	Telephone	+91 265 231 6621
	Email id	<a href="mailto:strategichrm.ho@bankofbaroda.com">strategichrm.ho@bankofbaroda.com</a>
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	11:00 am on July 08, 2019 Email for clarifications to be mailed to <a href="mailto:strategichrm.ho@bankofbaroda.com">strategichrm.ho@bankofbaroda.com</a>
4	Pre-bid Meeting	3:00 pm on July 11, 2019  Human Resource Department 6th Floor, Head Office, Bank of Baroda Baroda Bhavan RC Dutt Road, Alkapuri Vadodara 390007, India
5	Last Date and Time of Receipt of RFP Response	4:00 pm on July 18, 2019
6	Time and Date of Opening of Technical Bids	2:30 pm on July 22, 2019  Human Resource Department 6th Floor, Head Office, Bank of Baroda Baroda Bhavan RC Dutt Road, Alkapuri Vadodara 390007, India
7	Time and Date for Technical Presentations	Will be communicated subsequently by the Bank
8	Time and Date for Opening of Commercial Bids	Will be communicated subsequently by the Bank
10	Address for Response Submission	Human Resource Department 6th Floor, Head Office, Bank of Baroda Baroda Bhavan RC Dutt Road, Alkapuri Vadodara 390007, India

S. No.	Particulars	Timeline
11	Application Money	INR 5,000/- (Rupee Five Thousand Only)  Application money to be submitted in form of DD / Bankers' Cheque payable at Vadodara
12	Proposal Security (Earnest Money Deposit or EMD) (through Demand Draft or Bankers' Cheque)	INR 2,00,000/- (Rupees Two Lakh Only)  EMD to be submitted in form of DD / Bankers' Cheque payable at Vadodara  <i>Bank of Baroda Account Information:</i> Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARB0ALKAPU

**Definition of Terms used in the RFP:**

Following terms are used in the document interchangeably to mean:

1. “Assignment” means the work to be performed by the selected Bidder pursuant to the Contract
2. “Bank” means Bank of Baroda
3. “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
4. “Day” means business day
5. “Nationalized Bank” means Banks which were taken over through Banking Companies (Acquisition and Transfer of Undertaking) Bill, 1969.
6. “Personnel/ Resources/ Counsellors” means professionals and support staff provided by the Bidder
7. “Proposal/ Bid/ Tender” means Response to the RFP Document
8. “RFP” means Request for Proposal
9. “Respondent, Recipient, Service Provider, Consultant, Organisation and Bidder” means interested and eligible applicants responding to this RFP
10. “Successful/ Selected Bidder / Selected Organisation” means the Bidder selected as the successful Bidder by the Bank in accordance with this RFP
11. “Employee Family / Employee” means employee and / or spouse and children

**Confidentiality**

This document is meant for the specific use by Organisations interested in participating in the RFP process. This document in its entirety, is subject to Copyright Laws. Bank of Baroda expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Recipient will be held responsible for any misuse of information contained in the document, and is liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By virtue of issuance of this RFP document, the Recipient is subject to the confidentiality clauses.

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# 1 Introduction

## 1.1 Background and Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Baroda Corporate Centre, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as the “Bank”). Bank of Baroda is one of the largest Public Sector Banks in India with international operations in 21 countries. In India, the Bank has an extensive branch network of 9,548 branches and 13,427 ATMs. Bank of Baroda has a reputation of being at the forefront in the usage of technology. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) for Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda.

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

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient”) and no other person or organization. This RFP document has been prepared solely for the purpose of enabling the Bank in defining the requirements for Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda.

## 1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable as on the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, Respondents, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

## 1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because



of any presumptions or information (whether oral or written, 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, Respondents, representatives, agents, or advisors.

#### **1.4 Costs Borne by Respondents**

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

#### **1.5 Recipient Obligation to Inform Itself**

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

#### **1.6 Evaluation of Offers**

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

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting the response to this RFP document that the bidding organization has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

#### **1.7 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications, on the email or at the address mentioned above.

#### **1.8 Acceptance of Terms**

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

## **1.9 No Legal Relationship**

This RFP is not an offer by the Bank, but an invitation or Respondent responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Respondents.

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of a contract with the Selected Organization.

## 2 Terms of the RFP

### 2.1 RFP Response Submission

#### 2.1.1 Application Money

Application Money as mentioned in “**Key Information on the RFP Response Submission**” by way of Demand Draft favouring ‘Bank of Baroda’, payable at Vadodara, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.

#### 2.1.2 Registration of RFP Response

Registration of the RFP Response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP Response is liable to be summarily rejected.

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

#### 2.1.3 Validity Period

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

### 2.2 Appointment Period

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

### 2.3 Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as an Addendum to the RFP and will be published on the Bank’s website under the Tenders

section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in “**Key Information on the RFP Submission**”.

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

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s).

The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

## **2.4 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.

## **2.5 Disqualification**

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

## **2.6 Language**

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

## **2.7 Formats of Bids**

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

## 2.8 Timeframe

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

## 2.9 Late Submission or Rejection of Bid Submission

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

The Bank has no liability to any Respondent who lodges a late tender submission for any reason whatsoever.

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

1. Submission of Proposal after the Time stipulated in this RFP Document.
2. Misleading/ incomplete information/ submission of improper/ incomplete documentation.
3. Bid submission without the Respondent's name
4. Price information in any other place than 'Commercial Bid envelope'
5. Envelopes are not in order as directed in this document

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

- Related parties as prescribed as below should not submit more than one bid.
  - a) Bids submitted by the holding company and its subsidiary company;
  - b) Bids submitted by the companies having common director(s)
  - c) Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management
- Only one bid shall be accepted from one Respondent. In case Respondent is submitting more than one bid all the bids submitted by the Respondent shall be disqualified.
- Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.

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

## 2.10 Page Numbering

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

## 2.11 RFP Response Submission Details

The Proposal Response/ Bids shall be submitted to the Bank in two parts viz.

- (a) Technical Bid
- (b) Commercial Bid

**One Set of the bid documents (paper copies) containing the Technical Bid and Commercial Bid {each of these being enclosed in separate sealed envelopes} namely Sub-Envelope 1 and Sub-Envelope 2 respectively - One Hard Copy of the Technical Bid and Commercial Bid and one Soft Copy of the Technical Bid must be submitted to the Bank in one master sealed envelope superscripted “RFP Response for Bank of Baroda – “Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda.” “SUBMITTED BY <RESPONDENT NAME>.”**

It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, the Bank reserves right to accept the same at its sole discretion. It is made clear that there should not be any soft copy sent for the Commercial Bid.

All the Envelopes (inside the Master Envelope) should have the following information:

- 1. Name of the Bidder**
- 2. Type of Offer: Technical Bid/ Commercial Bid**
- 3. Date of Submission**
- 4. Contact name, number (mobile) and email address of the single point of contact of the Bidder's representative for this RFP**

### Pre Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek clarification in writing 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 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 “Key Information on RFP Response Submission”.

### **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point “**Key Information on the RFP Response Submission**”. The Bank has nominated the RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All letters must be addressed to the RFP Co-ordinator.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

#### **2.11.1 RFP Response Submission Details**

- i. The Proposal shall be in two parts viz. Technical Bid and Commercial Bid. Both the Technical and Commercial Bid shall be submitted in separate sealed envelopes super scribing “TECHNICAL PROPOSAL - Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda.” TENDER REFERENCE HRM: 111/XXX” on top of the envelope containing Technical bid and “COMMERCIAL PROPOSAL - Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda.TENDER REFERENCE NO. RFP: HRM: 111/XXX” on top of the envelope containing Commercial Bid.
- ii. The two separate sealed envelope should be put together in a master envelope duly sealed and super scribing “Proposal for Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda.TENDER REFERENCE NO. RFP: HRM: 111/XXX”.
- iii. The Proposal should also have the Application Money Demand Draft and the EMD as specified.

**The RFP response document should be submitted to the Bank in Original.**

**Eligibility cum Technical Bid**

**ELIGIBILITY CRITERIA (Annexure 1)**

Applicants must read carefully the eligibility criteria provided in Annexure 1. The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfil all the Eligibility Criteria given in Annexure 1.

**2.12 Earnest Money Deposit**

The Firm will have to submit the Earnest Money Deposit (EMD or Bid Security) while submitting their bid at the rate stipulated by the Bank in the section on “**Key Information on the RFP Response Submission**”. The Earnest Money Deposit is required to protect the Bank against the risk of the Selected Organizations’ conduct.

The EMD shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favouring “Bank of Baroda” payable at Vadodara as per the details mentioned in “**Key Information on the RFP Response Submission**”. Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The EMD of the Respondents may be forfeited by the Bank if the Respondent withdraws its bid during the bid validity period.

**Unsuccessful Firms who have not been selected** –The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on the EMD.

**Security Deposit payable by the Selected Organization or Successful Bid Winner** – The Selected Organization has to deposit with the Bank an amount of 10% of the Total Cost of services mentioned at s.no 2 to 5 in Annexure 9 (I). As per the agreement, towards security deposit for the entire period of the contract, which is payable within 15 days from the date of the award of the contract Bank.

Bank shall retain the EMD or Security Deposit of the Selected Organization, whichever is higher.

The EMD of the Selected Organization may be forfeited if it fails to furnish the security deposit within 15 days from the date of communication on selection by the Bank.

**Forfeiture of EMD in the event of Withdrawal by the Selected Organization**– In case the Selected Organization withdraws from the contract/ discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.



## 3 Terms of Reference

### 3.1 Introduction and Overview

Bank of Baroda is one of India's largest Banks with a strong domestic presence spanning 9,548 branches and 13,427 ATMs supported by self-service channels, as well as 101 offices globally including branches of subsidiaries, spanning 21 countries. The Bank has wholly owned subsidiaries such as BOB Financial Solutions Ltd (erstwhile BOB Cards) Cards and BOB Capital Markets. Bank of Baroda also has joint ventures for life insurance with IndiaFirst Life Insurance and for asset management with Baroda Pioneer Asset Management. The Bank owns 98.57% in Nainital Bank. The Bank has also sponsored three Regional Rural Banks namely Baroda Uttar Pradesh Gramin Bank, Baroda Rajasthan Gramin Bank and Baroda Gujarat Gramin Bank.

### 3.2 Background

Bank of Baroda seeks to appoint a competent organization/ EAP service provider to launch an Employee Assistance Program for employees of Bank of Baroda. It is expected that the Selected Organization/ Service Provider will have necessary expertise, establishment, set up, experience and capabilities to meet the objective, defined by the Bank in this RFP. The organization/ service provider will also be responsible for formulating various solutions towards the areas of work as enumerated below.

Human Beings experience life-crisis issues at different stages of their lives. Stressed and Bad Experiences in one's life can pre-occupy one's thinking and distract them from work. The awareness about mental health issues and the needs and benefits of a professional counselling is relatively less known and underemphasized in India.

In present socio-economic environment and the dynamic job requirements of the Banking sector, a considerable impact is seen on the work-life balance leading to problems in health, mental and emotional well-being of an employee. We have also come across instances of cases of suicides where workplace counsellors would have helped to avert the tragedy.

Thus, the Bank is looking up for a tie up/ empanelment with a reputed well established EAP Service Provider to launch an Employee Assistance Program for employees of Bank of Baroda to support them in their well-being in the work place and personal life through counselling. So, we propose to engage the services of a professional agency with proven track record of providing Employee Assistance Services through professional clinicians possessing experience in their field and experienced in dealing with workplace and personal issues through various channels of service.

### 3.3 Project Scope

The scope of the assignment for "Engagement of Service Provider for Employee Assistance Program for Employees of Bank of Baroda" is described below. The

execution of the assignment will be the responsibility of the Organization/ Service Provider in conjunction with the Bank.

The current trends of the employee age group in our Bank is much younger in comparison to our peer Banks. Employees often face peer pressure, lack of support and guidance due to nuclear family, postings in different cities where they have to live on their own, etc., thus leading to problems include but are not limited to the followings:

- Physical illness, Disability, Depression, Anxiety, Stress related disorders
- High Career Expectations - Lack of Achievement
- Family & couple conflict stemming from a host of factors
- Problems in interpersonal relationships / communications
- Disagreements over child rearing and perceived under involvement of husbands in dealing with domestic problems and issues
- Stress, Depression and other psychological ailments which may lead to various health issues including heart disease, obesity, lack of concentration, memory loss, etc.

The proposed Employee Assistance program is envisaged with the following objectives in mind:

- The Selected Organization/ Service Provider shall provide Workplace Counselling (Personal and Psychological)
- Workplace counselling to provide a sounding board for an employee, to talk about issues troubling them and allowing counsellors to help them find solution to their problems at an identified place or a medium convenient to the employees 24\*7
- Counsellors to provide a specialist view after listening attentively to employee issues
- The Service provider shall make available the expertise of many counsellors at a time if need be to resolve the employee issues
- The counsellors should take care of the individual employee issues and the organizational context in the periphery through Employee Connect. This shall lead to greater productivity at Workplace
- The Employee Connect should be a regular and continuous affair to resolve/ provide solutions to the problem
- The dedicated assistance under the program must be extended to family members of employees (spouse and child) who are under stress or show any signs of mental anguish requiring medical/psychological assistance
- The Selected Organization/ Service Provider shall provide various modes of counselling. It should cater to the needs of the employees seeking help through telephone, chat facility and online counselling

- This Scope of the Employee Assistance Program covers all employees and shall also be available to the employees working in remote areas. It shall include multiple channels of assistance such as
  - Face-to-face meetings with professional counsellors through appointments,
  - 24 x 7 Helplines (toll-free number),
  - Online chat rooms
  - Virtual Assistant (assistance provided from a remote location)
  - Interactive apps and online portal for booking appointments

The aforesaid interactive applications and other channels will provide greater accessibility to all employees in booking in-person appointments, in – person counselling, remote counselling over toll-free number, personal chatting **and flexibility in choosing the counsellors.**

The services provided by the counsellors to the employees will be confidential in nature, where the details regarding the employees as well as their issues shall not be disclosed for any purpose and shall be kept confidential.

The Scope further includes:

- i) The consultant shall provide individual and family assessment, counselling and therapy for personal, marital, family, relationship, work-related, alcohol and substance abuse problems that in the judgment of EAP provider meet community standards of practice and can be satisfactorily resolved in minimum of three (3) private counselling sessions, within a twelve month period under the agreement. The private counselling sessions can be a combination of in-person (face-to-face) meeting or telephonic assistance, as per preference of the employee / family member.
- ii) The consultant shall provide referrals to professional mental health agencies, practitioners and programs, for any employee whose problem in the judgment of the EAP provider, is as of a type and level of severity to require a professional diagnostic evaluation and/ or consideration of medical intervention of an emergency or non-emergency basis.
- iii) The consultant services shall be limited to problem assessment and referral of employees and / or family members of the employees. The employees and /or family member may visit and seek a session with the consultant as and when a need is felt with prior appointment.
- iv) A session is defined as either an ‘in person’ or ‘telephonic consultation’ as preferred by the employee of approx 1 hour in duration to discuss, identify and evaluate the employee’s issues.
- v) The assessment and evaluation of problems shall be made by a professional who is trained and skilled in assessing specific problem areas including but not limited to substance abuse (drugs and alcohol) and marital, family, emotional or psychological difficulties.
- vi) The EAP provider /consultant shall provide follow up for each case and shall determine treatment progress and client satisfaction.
- vii) The consultant shall provide crisis counselling for employees and family members or make reference to appropriate facility or community agency.
- viii) Upon request the consultant shall provide or make a referral to a regional language speaking EAP provider wherever possible.

- ix) The consultant shall provide referrals to professional mental health agencies, practitioners and programs for any employee / family member whose problem, in the judgment of an EAP provider, is of a type and level of severity to require a professional diagnostic evaluation and / or consideration of medical intervention of an emergency or non-emergency basis.
- x) The consultant shall provide dedicated EAP services at four centres in Mumbai (covering North suburb, South suburb, Central Mumbai and Navi Mumbai) where employee of the Bank / family member may have an in-person session.
- xi) The in-person counselling service shall be made available at these centres 7 days a week for a minimum of 8 hours a day.
- xii) The consultant shall maintain a toll free telephone number access on a 24 hour / day / week basis and provide critical incident debriefings to employees and family members.
- xiii) The consultant shall also provide employee orientation to familiarise employees with this service of assisting employees and their family members who seeks counselling. The orientation program shall also include presentation on topics such as a) dealing with stress b) conflict resolution c) development of resilience d) dealing with grief e) EAP services and its utility, etc.
- xiv) The consultant shall also, as per the periodicity decided by the by the Bank, be required to conduct “Emotional Well-being” workshops for the Employees and family members.
- xv) The consultant will provide, at consultant’s expense, promotional materials such as informational cards and brochure, required to promote EAP among target employees of the bank
- xvi) An Appointment Register shall be maintained by the Consultant
- xvii) The Consultant shall provide the Bank, with monthly reports / presentations on the trends of the program and usage to enable the Bank to determine program effectiveness and also, a detailed report on the analysis of issues faced by employees and solutions / services offered to them.

Having recognized and felt the need for Work Place Counselling in the present context and being aware of its benefits, we have initiated this RFP to roll out the Employee Assistance Program to the employees of Bank of Baroda. However, it will be rolled out to **Employees posted in Mumbai Zone and Corporate Office of the Bank (Approximately 8000 Employees in various cadres)** on a pilot basis first. The employee strength may vary due to reasons including but not restricted to fresh recruitment, retirement, deployment, amalgamation, etc

Thereafter, looking into the Programs’ success, utilization, implementation and penetration, we may consider extending the services to all the employees of the Bank.

**Payment to the proposed EAP service provider shall be based on the actual availment of services by the employees.**

### **Project Timelines:**

The expected duration for this assignment will be as below:

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

The Bank reserves the right to reduce or extend the stipulated timeframe without assigning any reasons whatsoever.

**Project Team:**

The Bank envisages continuous involvement of the Service Provider throughout the assignment. A dedicated project team has to work in close consultation with the Bank's team. Subject Matter Experts should be brought on-board to provide necessary support to the dedicated project team when the need arises.

The Selected bidder will work with the Bank's project team in Mumbai/ Vadodara for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment.

Considering the nature of the assignment the selected bidder shall be expected to deploy appropriate quality and number of resources for rendering EAP services to employees of the Bank seamlessly. The strength and quality of the team will be specially evaluated during the technical evaluation.

For the purpose, the bidder shall provide details of the professionals whose services shall be available for an in person meeting as well as experts who shall be rendering telephone services for workplace counselling along with their background, qualification and experience.

The bank reserves the right to insist the bidder to replace any professional with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would hamper the flow of service.

During the course of the project, there might be related areas which the Bank would like the Selected Organization to undertake which may not have been envisaged earlier. The Bank and the Selected Organization should mutually agree on the additional resources required and associated commercials for the same. The Bank reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the assignment.

The bidder may not subcontract the work service or other performance required of the bidder under the contract without prior explicit written consent of the Bank. The selected bidder, however may enroll professional with the required skill sets as detailed above for rendering Work place counselling.

## 4 Evaluation process

### 4.1 Opening of Technical Bids

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm

### 4.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time and venue of presentation to the firms.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find “Highest scoring Firms” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

Any technical bid submitted cannot be withdrawn / modified after the last date of submission of the bids. Each offer should specify solution which is cost effective and meet the RFP specifications, it may include alternatives / add-ons that provides rich solution, adding value to the Bank and its staff.

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

### 4.3 Bidding Process

In response to the present tender, the Bidder is required to submit the sealed Technical Bid and Commercial Bid containing the documents as per the details in the RFP, along with the documentary evidence, and other documents related to the bid.

The Bidder must enclose the following in the **Technical Bid** to be keep it in

## Envelope - I

1. Letter of Authorization for Submission of Response as Annexure 2
2. Cover letter as per Annexure 3
3. Undertaking as per Annexure 4
4. Conformity with Hard Copy Letter as per Annexure 5
5. Conformity Letter as per Annexure 6
6. Credentials as per Annexure 7
7. Team Profile as per Annexure 8
8. Commercial Bid as per Annexure 9
9. Format for Submission of Deliverables with expected timelines to be provided to the Bank as per Annexure 10
10. Format for submission of RFP Queries as per Annexure 11
11. A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
12. CD or Pen drive as well as hard copy of the Technical Bid submission

**The RFP Response document should be submitted to the Bank as one single hard copy and one soft copy of the Technical Bid and one hard copy of the Commercial Bid.**

The Bidder must submit the **Commercial Bid** as per the format specified in this RFP only

Commercial Bid to be kept in Envelope – II.

### 4.4 Bid Evaluation Criteria

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 firm for this RFP. The evaluation methodologies vis-a-vis the weightages are as under:

The score will be calculated for all Respondents using the following formula:

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

Where:

S = Score of the Firm

T = Technical score of the firm  
 C = Quote as provided by the firm  
 C Low = Lowest Quote of C among the firms

The firm securing the highest score becomes the Successful Firm

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

Technical score will be calculated by arriving at the proportionate score out of 80 for the marks secured by the Bidder in the Technical Evaluation out of 100.

Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say C) as 20. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder \* 20.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Bid and 20% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95 \times 0.8 = 76$	$60/71 \times 20 = 16.90$	$76.0 + 16.90 = 92.9$
2	B	85	65	$85 \times 0.8 = 68$	$60/65 \times 20 = 18.46$	$68.0 + 18.46 = 86.46$
3	C	90	60	$90 \times 0.8 = 72$	$60/60 \times 20 = 20.0$	$72.0 + 20.0 = 92.0$

In the above example Bidder A with highest score becomes the successful Bidder.

\*On combined score if there is a tie, the Bidder with the higher Technical score will be awarded the assignment.

However, kindly note that **the Bank reserves the right to finalize the scope of work, as decided by the Bank. The Bank’s decision is FINAL in this regard. The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Bank.**

### **Methodology of Evaluation of Technical Bids**

The Bank shall evaluate each Technical Bid taking into account the following criteria:

a) Approach/ Methodology proposed



- b) Deliverables/ outcomes to be achieved
- c) Timelines for execution
- d) Qualifications and relevant experience of the team members based on the scope of the work
- e) Experience of the Respondent and the team in execution of similar assignments
- f) Details of some of the projects with demonstrated outcomes, if any
- g) Methodology for knowledge transfer to the Bank
- h) Presentation

**Eligible Respondents will be invited by the Bank for a presentation on their Technical Bid.**

**The Bank will assign marks for the technical evaluation based on the Technical Bid submitted and the presentation made to the Bank's technical evaluation committee.**

**Kindly Note: RESPONDENTS SCORING A MINIMUM OF 60 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.**

**Commercial Bids of Firms securing less than 60 marks shall be returned unopened, along with the EMD.**

**Technical Evaluation Criteria are provided below:**

<b>Sr. No.</b>	<b>Technical Evaluation Parameter</b>	<b>Maximum Marks</b>
<b>1.</b>	<b>Proposed Approach and Methodology</b>	<b>50</b>
1.1	Understanding of the Bank's context, requirements which is expected to be addressed through the proposed RFP	20
1.2	Proposed pricing, facilities, minimum standard commitment	25
1.3	Integration of the online booking facility with the existing Bank of Baroda's online employee platform	5
<b>2.</b>	<b>Profile of the Dedicated Team Assigned</b>	<b>30</b>
2.1	Number of Counsellors	10
2.2	Experience and profile of the Team Leader assigned	10
2.3	Experience and profile of the Project Team assigned and their relevant experience	10
<b>3.</b>	<b>Organization's Experience and Credentials</b>	<b>20</b>
3.1	Credentials of the Firm	15
3.2	In-house capabilities of the Firm	5
	<b>Total Marks</b>	<b>100</b>

## 5 Terms and Conditions

### 5.1 General

#### 5.1.1 General Terms

The Bank expects the Organization to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Organization, the RFP shall be the governing document for arrangement between the Bank and the Organization.

The Bank expects that the Organization appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

### 5.2 Rules for Responding to this RFP

All responses received after the due date/time as mentioned in “**Key Information on the RFP Submission**” would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Organization to this RFP shall be binding on such Organization for a period of 180 days after opening of the responses.

All RFP responses would be deemed to be irrevocable offers/proposals from the Organizations and may be accepted by the Bank to form part of final contract between the Bank and the selected Organization. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the Organization would have the choice to withdraw the response.

The Organization may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Organization subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the responses, the Selected Organization agree that Bank will consider hard copy as final and it will be binding on the Selected Organization. The Bank in this case may also reject the offer outright.

The Selected Organization at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Organization shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

All Respondents are expected to provide the commercial fee quotation in Indian Rupees for the professional services and out of pocket expenses, and excluding GST in the format given below as also reproduced in Annexure 9. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the Selected Organization's payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

### **5.3 Others**

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason.

Failure of the Bank to select an Organization shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a response to the RFP/ proposal, the Organization agrees to promptly contract with the Bank for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Bank will relieve the Bank of any obligation to the Selected Organization, and a different organization may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's corporate website ([www.bankofbaroda.com](http://www.bankofbaroda.com)) thereafter are final and binding on the Organizations. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the Organization may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Bank in writing.

The selected Organization must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Organization's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Organization's inability

to meet the established delivery dates or any other reasons attributing to the Organization then that Organization will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank.

The Organization represents that the RFP Response to be submitted 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 Organization at no additional cost to the Bank.

The Organization also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Organization of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Organization to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Organization. The Bank shall not be responsible for any judgments made by the Organization with respect to any aspect of the Service. The Organization shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Organization covenants and represents to the other Party the following:

- a) It is duly incorporated, valid existing and in good standing under as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) 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;
- c) 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;

- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Organization shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Organization in preparation of the response to this RFP and also would not return the proposal documents to the Organizations.

The Bank will not bear any costs incurred by the Organization for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

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 sought, offered or permitted. MD & CEO of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final.

#### **5.4 Other RFP Requirements**

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

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

The Bank reserves the right to extend the dates for submission of responses to this document.

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

**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 Organizations and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

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

**Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment 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.

**Pricing** – The Commercial Bid (Annexure 9) shall contain the mandatory services and optional services. The pricing for services (excluding In-person Counselling) mentioned in Table I under mandatory services shall be divided by the number of employees to arrive at Cost per employee for scoring in the Techno-commercial bid evaluation. The services mentioned in Table II (optional services) may or may not be opted by the Bank for its EAP program, as per its discretion.

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

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

## 5.5 Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

## 5.6 Payment Terms

Payment as quoted in the bid process and accepted by Bank shall be made as per **actual availment of services by the employees**. The payment terms are given in the Annexure 12. The payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank. If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of the assignment, the Bank shall not pay the professional fees quoted by the Bidder in the price bid against such activity/ item.

## 5.7 Partnering with Other Agencies

The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. However, the respondents are permitted to associate with individuals/ organizations for delivery of select services and for providing specific propositions to the Bank as deemed necessary to address the scope of work as specified in the Terms of Reference.

In case the Bidder or the associate firm is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.



## 6 General Terms and Conditions

### 6.1 Dispute Resolution

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

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

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Selected Organisation and the Bank, the Bank and the selected Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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

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

### 6.2 Governing Laws

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

### **6.3 Notices and other Communication**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### **6.4 Force Majeure**

The selected Bidder 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 Bidder and not involving the selected Bidder’s fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the selected Bidder 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 Bidder 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 less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected Bidder shall hold consultations in an endeavour to find a solution to the problem.

## 6.5 Assignment

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

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

## 6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 6.7 Confidentiality

1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements, business/customer information and all Bank's employee details, data, documents and papers, which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant 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 Consultant of its obligations hereunder.

2 The Consultant 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 Consultant obligation under this Agreement.

3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

4 The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant 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 Consultant or its affiliates.

5 The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative on company letter head 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 and also, comply with the secrecy provision of the applicable laws. The bidder should follow professional ethics and conduct, in performing the duties.

6 The Consultant 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 its any obligations under this Agreement.

7 It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of BOB to any third person and the Consultant shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant 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.

8 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;

iii) Was disclosed or parted with the prior consent of BOB;

iv) Was acquired by the Consultant 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.

The Consultant 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.

Notwithstanding above BOB shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.

10 The provisions of this Clause shall survive the termination of this Agreement.

11 “the Bank” has right to terminate the services of the bidder if it fails to comply with the conditions imposed.

## 6.8 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events Bank shall terminate this assignment if Consultant:

- ▶ The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ▶ Breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ Failure by Service Provider 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, made by the selected bidder is found to be unsatisfactory.
- ▶ 'The bank' reserve its right to cancel the order if discrepancies/ violations are observed in the various reports provided by the Bank as per scope of work.
- ▶ Bank may terminate this RFP or subsequent agreement on happening of following events:
  - ▶ The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
  - ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
  - ▶ The Consultant is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
  - ▶ The Consultant becomes the subject of a court order for its winding up.
- ▶ Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving the Bidder at least 30 days prior notice in writing.
- ▶ In case of bank cancel any particular order, the advance payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Consultant.
- ▶ On termination, the rights granted to the Service provider / Consultant shall immediately terminate.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Bidder shall be obliged to comply with and take all

available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

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

## **6.9 Publicity**

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

## **6.10 Compliance with Laws**

The selected 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, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

## **6.11 Solicitation of Employees**

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

## 6.12 Order Cancellation

**PART EXIT CLAUSE:** Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of one month to the Bidder. Bank may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an agency identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services/module on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

## 6.13 Indemnity

The Selected Organization 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:

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

The Bank shall notify the Consultant in writing as soon as practicable when the Bank becomes aware of the claim and co-operate with the Selected Organization in the defense and settlement of the claims.

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

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

## 6.14 Corrupt and Fraudulent Practices

As per the Government directives, it is required that selected Bidders/ Suppliers/ Respondents observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Consultant (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, 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.

## 6.15 Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## 6.16 Authorized Signatory

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



## 6.17 Non-Disclosure Agreement

The successful Bidder shall execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-Disclosure Agreement (NDA). The Bidder shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the Selected Organisation / Consultant. A power of attorney to that effect shall be submitted by the successful Bidders.

The 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 Consultant / Service Provider.

## 6.18 Right to Reject Proposals

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email / fax.
- 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.
- It is submitted anywhere other than the place mentioned in the RFP.

## 6.19 No Liability

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.

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 software or modules 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.

## **6.20 Adherence to Standards**

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

## **6.21 Substitution of Project Team Members**

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc. During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

## **6.22 Penalty & Liquidated Damages**

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages. In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

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

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the

proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

### **6.23 Audit**

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

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

## 7 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage,

(Whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written 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, Respondents, representatives, agents, or advisors.

## **8 Envelope – I (Technical Bid)**

**Annexure 1 – Eligibility Criteria**

**Annexure 2 – Letter of Authorization for Submission of Response**

**Annexure 3 – RFP Response Covering Letter**

**Annexure 4 – Undertaking**

**Annexure 5 – Declaration for Conformity with Hardcopy Letter**

**Annexure 6 – Conformity Letter**

**Annexure 7 – Credentials**

**Annexure 8 – Team Profile**

**Annexure 9 – Commercial Bid**

**Annexure 10 – Format for Submission of Deliverables**

**Annexure 11 – Format for RFP Queries**

## **9 Envelope – II (Commercial Bid)**

The Consultant is required to submit the commercials in the format provided in the Appendix (as per Annexure 9)

## Annexure 1 – Eligibility Criteria

### Eligibility Criteria for the Bidding Firm/ Agencies

Sl. No.	Eligibility Criteria	Support Documents to be submitted
1	The bidder must be an Indian firm/ company/ organization registered under Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932.  (Consortium of companies not permitted)	Certificate of Incorporation & Registration Certificated showing type of firm
2	The Respondent should have been engaged in such Assistance Programs and should possess relevant experience (i.e running such EAP, for at least during the last 1 year)	A self-declaration on the Respondent's letter head
3	The respondent should necessarily have presence in Mumbai and also, a Pan Indian Presence, a Pool of well-established Professional Clinicians and Counsellors and shall possess modern facilities and best state in art technology.	Details of Pan India Offices should be submitted
4	Preference would be given to those respondents who have provided /extended similar type of arrangements to other government institutions/ PSUs, PSU Banks and other similar institutions.	Letter/ Certificate from Client organization certifying about such arrangement and their satisfaction level
5	The Respondent should not have been black listed/ debarred by any Government/ regulatory bodies in India/ globally.	A self-declaration on the Respondent's letter head
6	The Respondent's Organisation 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.	A self-declaration on the Respondent's letter head
7	Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in India (Start and End date of the Project)	Client References:- 1. 2. 3.

<b>8</b>	The bidder should be operating for atleast 1 year in the area of mental health and providing Workplace counselling services to corporates / organisations.	Copy of all the work orders and/ or Certificate of completion of work for the for the projects undertaken in India
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Only Respondents that fulfil ALL the eligibility criteria as mentioned above are eligible to participate in this RFP. The Respondent should submit 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 in full, will be summarily rejected. Organizations fulfilling the eligibility criteria as laid out above will proceed to the next stage of the RFP Response Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.



## Annexure 2 – Letter of Authorization for Submission of Response

To,

The RFP Co-ordinator – **ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

Dear Sir,

SUB: Authorization Letter for submitting RFP proposal documents.

REF: Your RFP: HRM: 111/XXX dated June XX, 2019

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA

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

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

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

Note:

- 1) 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 competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.

### **Annexure 3 – RFP Response Covering Letter**

Date:

To

The RFP Co-ordinator – **ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

SUB: Response to RFP

REF: Your RFP: HRM: 111/XXX dated June XX, 2019

REQUEST FOR PROPOSAL FOR ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA  
Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP.

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

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

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

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

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

## Annexure 4 – Undertaking

**(This letter should be on the letter head of the Bidder duly signed by an authorized signatory)**

To

The RFP Co-ordinator - **ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

Sir,

**Sub: RFP for ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

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

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We agree to abide by this Commercial Bid for 90 days from the date of the Commercial Bid opening and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

**Annexure 5 – Declaration for Conformity with Hardcopy Letter**

***(This letter should be on the letter head of the Respondent duly signed by the authorized signatory)***

To

The RFP Co-ordinator –**ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

Sir,

**Sub: REQUEST FOR PROPOSAL FOR ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

Further to our proposal dated ....., in response to the Request for Proposal on (REF: Your RFP: HRM: 111/ XXX dated June XX, 2019 herein after referred to as “**RFP**”) issued by Bank of Baroda (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFP issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

## Annexure 6 – Conformity Letter

**(This letter should be on the letter head of the Respondent duly signed by the authorized signatory)**

To

The RFP Co-ordinator –**ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

Sir,

**Sub: RFP for ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF BANK OF BARODA**

Further to our proposal dated ....., in response to the Request for Proposal (REF: HRM: 111/XXX dated June XX, 2019 hereinafter referred to as “RFP”) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:

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

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

## Annexure 7 – Credentials

The expertise of the organization in executing Assistance Programs in other organizations should be exhibited in detail. The key impact created by the respondent in other organizations should be clearly highlighted and backed by references. The Credentials should be arranged as below:

Sl. No.	Name of Organisation along with the industry and country where the intervention 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.

## Annexure 8 – Team Profile

The list should include the team leader 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

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.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

Mobile No

**Annexure 9 – Commercial Bid**
**I) Mandatory Services:**

S No	Particulars	Charges (Rs.)
1	Rate per session per person  Face-to-face meetings with professional counsellors through appointments at the selected centres per employee family per session of approximately one hour. (At four counselling centres. Each covering North suburb, South suburb, Central Mumbai and Navi Mumbai) <u>Payment shall be on basis actual availment of services</u>	
2	Cost of 24 x 7 Helplines (toll-free number) for round the clock services*	
3	Cost of Interactive mobile app* (Shall include forum for Chatting with counsellors, accessing emotional well - being videos, related articles (text), audio presentation (speech) by experts, link for booking appointment, etc)	
4	Cost of Interactive website * (Exclusive website for our Employees which shall include forum for Chatting with counsellors, accessing emotional well - being videos, related articles (text), audio presentation (speech) by experts, link for booking appointment, etc)	
5	Cost per workshop*  Conducting Orientation / Introductory workshop for employees of Mumbai Zone , in maximum of 5 locations  (Distribution of welcome kit, pamphlets, fliers and other similar promotion materials mandatorily bearing information about the counselling centres, website, app, toll free numbers, details of counselors, EAP program, etc, having our Bank's logo as per our brand guidelines to all the employees for creating awareness among employees about the service to all employees)	
	<b>Total Fee</b>	

\*serial no 2 to 5 above in Table I shall be divided by number of employees to arrive at cost per employee for scoring in the techno-commercial bid evaluation



## II) Optional Services

Sr. No	Particulars	Charges*
1	Cost of each Workshop  Emotional Wellbeing Workshops (as and when felt needed by the Bank)	
2	Cost per session per employee family  Critical Incident Stress Debriefing (CISD)  Respondent shall provide CISD sessions consisting of not more than six session of one hour each per incident.  Respondent shall provide onsite assistance at the employee family site (Bank premises) in case of emergencies, for counselling and resolving crisis.	
3	Other chargeable / complimentary services offered by the Respondent (which may be taken by us, if found suitable for our needs)  A. B. C. D.	
	<b>Total Fees</b>	

### Note:

Total fee quoted above shall be inclusive of all expenses and charges incurred by the selected organisation.

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

GST will be separately paid by the Bank on actuals at the prevailing rate and must be excluded from the above quote.

The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.

The services mentioned in Table II (optional services) may or may not be opted by the Bank for its EAP program, as per its discretion and shall not be taken for techno-commercial evaluation.

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

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

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

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

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

**Place:**

**Date:**

**Seal & Signature of the Bidder**

**Annexure 10 – Format for Submission of Deliverables**

<b>S. No.</b>	<b>Name of Deliverable</b>	<b>Description</b>	<b>Expected Timeframe for Submission</b>	<b>Draft Template</b>

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

**Annexure 11 - Format for RFP Queries**

<b>S. No</b>	<b>Reference clause</b>	<b>Reference page</b>	<b>Query</b>

## Annexure 12 - Payment Terms

SI No	Completion of Deliverables/ Month wise	Payment
1	<p>On completion of -4- Orientation workshops for employees of Mumbai Zone and Corporate Offices within the agreed time frame in maximum of 5 locations</p> <p>AND</p> <p>Design &amp; Set up of EAP Service centres for easy accessibility of employees (including centres for in-person counselling, Mobile App, Toll free telephone lines, Portal for online support)</p>	<p>25% of fee of mandatory services mentioned in serial no 2 to 5 of Table 1 of Commercial Bid</p>
2	<p><b>At the end of Q – 1 of launch of EAP</b></p> <p>On receipt of</p> <p>a) invoice for actual availment of in-person counselling session by employee family in Q1</p> <p>AND</p> <p>b) a detailed report on analysis of issues faced by employees and solutions / services offered in Q1 and monthly reports of Q1 on the trends of the program and usage to determine effectiveness of EAP</p>	<p>15% of fee of mandatory services mentioned in serial no 2 to 5 of Table 1 of Commercial Bid</p> <p>AND</p> <p>In-person counselling fee as per invoice on actual availment of service</p>
3	<p><b>At the end of Q – 2 of launch of the EAP</b></p> <p>On receipt of</p> <p>a) invoice for actual availment of in-person counselling session by employee family in Q2</p> <p>AND</p> <p>b) a detailed report on analysis of issues faced by employees and solutions / services offered in Q2 and monthly reports of Q2 on the trends of the program and usage to determine effectiveness of EAP</p>	<p>15% of fee of mandatory services mentioned in serial no 2 to 5 of Table 1 of Commercial Bid</p> <p>AND</p> <p>In-person counselling fee as per invoice on actual availment of service</p>
4	<p><b>At the end of Q – 3 of launch of the EAP</b></p> <p>On receipt of</p> <p>a) invoice for actual availment of in-person counselling session by employee family in Q3</p> <p>AND</p> <p>b) a detailed report on analysis of issues faced by employees and solutions / services offered in Q3 and monthly reports of Q3 on the trends of the program and usage to determine effectiveness of EAP</p>	<p>15% of fee of mandatory services mentioned in serial no 2 to 5 of Table 1 of Commercial Bid</p> <p>AND</p> <p>In-person counselling fee as per invoice on actual availment of service</p>

5	<b>On completion of the Project and all deliverables</b> On receipt of a) invoice for actual availment of in-person counselling session by employee family in Q4 AND b) a detailed report on analysis of issues faced by employees and solutions / services offered in Q4 and monthly reports of Q4 on the trends of the program and usage to determine effectiveness of EAP	30% of fee of mandatory services mentioned in serial no 2 to 5 of Table 1 of Commercial Bid  AND In-person counselling fee as per invoice on actual availment of service
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Note:

Payment for any other services availed by the Bank, as required from time to time from the list of services mentioned in Table II of Commercial Bid in any Quarter shall be made on receipt of invoice on basis of actual availment.

At the end of any quarter during the agreement period, the Selected Bidder shall raise invoice for that Quarter before 10<sup>th</sup> of next month. The invoice be supplemented with the required monthly reports (and presentations, if required by the Bank) on the trends of the program and usage to determine effectiveness of EAP

Invoice shall be raised only on completion of milestones of the project as set out in the scope of this RFP.