

**Request for Proposal from
Health Check-up Facilitators
for providing Annual Health Check-up to
Bank of Baroda employees.**

RFP No. HO:HRM:112/7149 dated 02.09.2020



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

REQUEST FOR PROPOSAL FOR ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA

Key Information on the RFP Response Submission

Sr. No.	Activity	Time Line
1.	Last date for receipt of queries/ clarifications through email on :- (strategichrm.ho@bankofbaroda.co.in)	09/09/2020 (Wednesday)
2	Pre bid Meeting MODE: Via VC / In-Person VC details will be shared later	10/09/2020 (Thursday) at 03.00 P.M. At : Bank of Baroda, Head Office, R. S. No. 576, RC Dutt Road, Alkapuri, Baroda 390007
3	Last Date and Time for submission of Bid.	On 23/09/2020 (Wednesday) at 12.00 noon
4	Address for submission of bid	The DGM (Strategic HR & OD), Bank of Baroda, Head Office, R. S. No. 576, R C Dutt Road, Alkapuri, Baroda 390007
5	Date, time & venue for Technical Bid Opening	25/09/2020 (Friday) at 03.00 P.M. Bank of Baroda, Head Office, R. S. No. 576, R C Dutt Road, Alkapuri, Baroda 390007 Link for participating through Video Conferencing (VC) / Other Audio Visual Means (OAVM) will be shared with the Bidders who submitted Response to RFP by email and notification in Bank's website – tenders section through addendum to RFP
6	Date, time & venue for Technical Bid Presentation and Commercial Bid Opening	Dates, time & venue / mode for Technical Bid Presentation and Commercial Bid opening will be informed in due course through email to the bidders who qualify technical bid eligibility criteria by email and notification in Bank's website – tenders section through addendum to RFP. Link for participating through Video Conferencing (VC) / Other Audio Visual Means (OAVM) will be shared with the Bidders who qualify technical bids eligibility criteria.
7	Contact Person and details	Ms. Swapna Bandopadhaya, DGM (Strategic HR & OD) 6 th Floor, Bank of Baroda, Head Office, R. S. No. 576, R C Dutt Road, Alkapuri, Baroda 390007

8.	Application Money Account Information: Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARB0ALKAPU	INR 5,000/- (Rupee Five Thousand Only) Application money to be submitted by Account Credit via NEFT/RTGS/Online Transaction/Deposit in any of the BOB Branches, etc.
9.	Proposal Security (Earnest Money Deposit or EMD) Account Information: Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARB0ALKAPU	INR 5,00,000/- (Rupees Five Lakhs Only) EMD to be submitted by Account Credit via NEFT/RTGS/Online Transaction/ Deposit in any of the BOB Branches/ etc.

Note: The above timelines are indicative.

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

Important definitions/ clarifications:

- “Bank” means Bank of Baroda (International operations excluded)
- "Recipient", "Respondent", "Vendor", "Agency" “Service Provider” “Aggregator” “Facilitator” “Firm” “Health Checkup Facilitator” and "Bidder" means respondent to this RFP document
- Party to the bid can be "Company", "Limited Liability Partnership", "Firm", "Proprietor firm", "Partnership firm” registered in India
- "RFP" means this Request for Proposal document
- "Selected Bidder" “Service Provider” means the applicant who is declared successful after completion of the entire process of evaluation as defined under this RFP.
- Employee means employee who is in the active services of Bank and / or spouse.
- “Health Score” means the ranking for every employee on a -03- point scale [1-Poor, 2-Average, 3-Good] based on the standardized scores of the outcomes of the medical check-up.
- “SLA” means Service Level Agreement
- “NDA” means Non-Disclosure Agreement

Confidentiality

This document is meant for the specific use by the Company and person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the document in the event that such a circumstance is brought to the notice of the Bank. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.

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SECTION - 1

1. BACKGROUND & RFP TERMS

1.1 Bank's Profile

Bank of Baroda is one of the largest Public Sector Banks with pan-India presence and International operations in various countries across the globe.

Bank of Baroda is known as India's International Bank and has a reputation of being at the forefront in the usage of technology. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery.

It is an Indian state-owned banking and financial services company headquartered in Vadodara in Gujarat, India. It has pan-India presence and offers a range of banking products and financial services to corporate and retail customers through its branches and through its specialized subsidiaries and affiliates.

1.2 Purpose

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") for Engagement of Health Checkup Facilitators for providing annual cashless health check- up facility to 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 Health Checkup Facilitators for providing annual cashless health check- up facility to employees of Bank of Baroda.

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 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 for Respondent's 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.

1.10 Application Money and Earnest Money Deposit

- 1.10.1 The Firm will have to submit the Application Money (Non-refundable) and Earnest Money Deposit (EMD/ Refundable) while submitting their bid at the rate stipulated by the Bank, as mentioned in “**Key Information on the RFP Response Submission**” along with RFP response.
- 1.10.2 The Earnest Money Deposit is required to protect the Bank against the risk of the Selected Organizations’ conduct.
- 1.10.3 Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
- 1.10.4 The EMD will be returned by the Bank within two weeks from closure of the selection process to the unsuccessful Firms who have not been selected. The Service provider shall submit the Bank Account Details to refund the EMD, while submitting its response to RFP.
- 1.10.5 The EMD of the Respondents may be forfeited by the Bank if the Respondent withdraws its bid during the bid validity period.
- 1.10.6 The EMD shall be denominated in the Indian Rupees only.
- 1.10.7 No interest shall be paid on the EMD.
- 1.10.8 The EMD submitted by the Selected Organization shall be retained with the Bank as “Security Deposit” payable by the Selected Organization or Successful Bid Winner. The same shall be returned after completion of the “Service Term” on successful completion of the assignment.
- 1.10.9 In case the Selected Organization withdraws from the contract or discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.
- 1.10.10 The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.
- 1.10.11 Security Deposit payable by the Selected Organization or Successful Bid Winner – The EMD submitted by the Selected Organization shall be retained with the Bank towards security deposit for the entire period of the contract.
- 1.10.12 Forfeiture of EMD/Security Deposit 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/Security Deposit amount shall not be refunded to the Selected Organization.

1.11 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.

1.12 Validity Period

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

1.13 Appointment Period

Post the evaluation process, the Selected Organisation would be initially appointed by the Bank for a period of 24 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.

1.14 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.

1.15 Notification

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

1.16 Disqualification

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

1.17 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**.

1.18 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.

1.19 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.

1.20 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:

- Submission of Proposal after the Time stipulated in this RFP Document.
- Misleading/ incomplete information/ submission of improper/ incomplete documentation.
- Bid submission without the Respondent's name
- Price information in any other place than 'Commercial Bid'
- 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 emailed copies of submission is acceptable and any other forms of communications will not be accepted by the Bank.
 - Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same 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.
 - Documents should be either digitally signed or scanned copies of original signed documents, which should be submitted by email in a password protected form. Unsigned responses would be treated as incomplete and are liable to be rejected.

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

1.21 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.

1.22 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 by e-mail to the RFP Co-ordinator by the intending Bidders before the timelines specified.

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

1.23 RFP Response Submission Details

- 1.23.1 The Proposal shall be in two parts viz. Technical Bid and Commercial Bid. Both the Technical and Commercial Bid shall be submitted in separate password protected e-documents named as "TECHNICAL PROPOSAL - Engagement of Health Check-up Facilitators for providing Annual Health Check- up to Bank of Baroda employees TENDER REFERENCE HRM: 112/7149" and "COMMERCIAL PROPOSAL - Engagement of Health Check-up Facilitators for providing Annual Health Check- up to Bank of Baroda employees TENDER REFERENCE NO. RFP: HRM: 112/7149", respectively.

- 1.23.2 The two separate password protected e-documents (for example, ZIP folders) should be sent in a single e-mail with subject "Proposal for Engagement of Engagement of Health Check-up Facilitators for providing Annual Health Check- up to Bank of Baroda employees.TENDER REFERENCE NO. RFP: HRM: 112/7149".
- 1.23.3 The Proposal should also have the required transaction details / UTR number of the Application Money Demand Draft and the EMD payments, as specified.
- 1.23.4 The e-mail and every document submitted by the Bidder should have the following information:
- **Name of the Bidder**
 - **Type of Offer: Technical Bid/ Commercial Bid**
 - **Date of Submission**
 - **Contact name, number (mobile) and email address of the single point of contact of the Bidder's representative for this RFP**
- 1.23.5 The RFP response document should be submitted to the Bank in Original at any time, when required by the Bank.
- 1.23.6 **Eligibility Criteria - Section 3(a):** Applicants must read carefully the eligibility criteria provided in Section 3(a). 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 Section 3(a).

SECTION - 2

2. SCOPE OF THE PROJECT

2.1 Scope

Bank has an “Annual Health Check-up scheme” which requires all employees to undergo mandatory Annual Health Check-up as a preventive care and early diagnosis of ailments, if any, for timely treatment.

Bank shall engage services of “Health Check-up Facilitator/s (maximum -02-) in specified Areas or Zones or pan India for providing cashless “Annual Health Check-up” for eligible active employees and spouse once in a financial year or once in -02- years as the case may be.

2.2 Coverage

All confirmed employees who are presently in the services of Bank are covered under the Scheme. The scheme is extended to the employees’ spouse also. If an employee is less than or equal to 30 years of age, he/she can undergo checkup once in two years; if more than 30 years of age, the frequency is once in a year. In this context, ‘one year’ means one financial year from April to March.

The service provider shall have tie-ups / empanelment with large network / number of hospitals/diagnostic centers where employees of Bank of Baroda shall have access for undergoing annual medical check-up. The database containing all details – name/address/lists of tests of the empaneled hospitals/diagnostic centers shall be made available in the online portal of the ‘Service Provider’, to enable employees to book cash-less appointment in the desired center for undergoing annual health checkup.

2.3 Number and Types of Tests

The indicative list of tests that have to be included in the list of tests for medical check-up is given as under:

FOR MALE	FOR FEMALE
CBC	CBC
ESR	ESR
Blood Group & RH Factor	Blood Group & RH Factor
Blood and Urine Sugar Fasting	Blood and Urine Sugar Fasting
Blood and Urine Sugar PP	Blood and Urine Sugar PP
Stool Routine	Stool Routine
Lipid Profile	Lipid Profile
Total Cholesterol	Total Cholesterol
HDL	HDL
LDL	LDL
VLDL	VLDL
Triglycerides	Triglycerides
HDL/ LDL ratio	HDL/ LDL ratio
Liver Profile	Liver Profile
AST	AST
ALT	ALT

GGT	GGT
Bilirubin (total, direct, indirect)	Bilirubin (total, direct, indirect)
ALP	ALP
Proteins (T, Albumin, Globulin)	Proteins (T, Albumin, Globulin)
Kidney Profile	Kidney Profile
Serum creatinine	Serum creatinine
Blood Urea Nitrogen	Blood Urea Nitrogen
Uric Acid	Uric Acid
HBA1C	HBA1C
Routine urine analysis	Routine urine analysis
USG Whole Abdomen	USG Whole Abdomen
General Tests	General Tests
X Ray Chest	X Ray Chest
ECG	ECG
2D/3D ECHO / TMT	2D/3D ECHO / TMT
Stress Test	Thyroid Profile (T3, T4, TSH)
PSA Male	Mammography (as per Age criteria – to be specified) and Pap Smear
Thyroid Profile (T3, T4, TSH)	Dental Check-up consultation
Dental Check-up consultation	Physician Consultation
Physician Consultation	Eye Check-up consultation
Eye Check-up consultation	Skin/ENT consultation
Skin/ENT consultation	Gynaec Consultation

The above list contains tests that shall be included in the “Master Health Check-up”. The Service provider shall provide any number of suitable tests over and above the aforementioned list, based on feasibility and requirement.

2.4 Service Term

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

2.5 Other Terms & Conditions of the Proposed Tie-up with Facilitator

The broad terms and conditions of the proposed tie-up arrangement with the ‘Health Check-up Facilitators’, on selection shall be as follows:

- 2.5.1 The Service provider engaged by the Bank caters only to the active employees i.e., employees who are currently in the services of the Bank (and their spouse) at any given point of time with regard to cashless medical check-up.
- 2.5.2 The Bank shall provide the list of eligible employees at a fixed frequency (say, quarterly) for the information of the Service Provider.
- 2.5.3 The Service provider shall submit the invoice for the cashless health check-up facility provided to Bank employees on Monthly basis to the Head Office Baroda, before 5th of every month which shall be settled within 10 working days from the date of receipt of invoice.

- 2.5.4 The Monthly invoice shall be annexed with the list of employees (and Spouses), Date of Health Check-up, Health Score, Hospital/Diagnostic center details and the cost of Health Check-up (with details of service charge, tax, etc)
- 2.5.5 The Service provider shall submit the invoice in a standard format with Invoice number, Date, Beneficiary Account Details, GST Details, etc.
- 2.5.6 Invoice should be raised only on actual provision of services i.e., employees who books appointment and are not availing service / availing partial services will not be counted for invoice purposes.
- 2.5.7 Only eligible employees, as per list given by the Bank shall be provided cashless facility. In case of any non-eligible employee if provided the service by the facilitator, Bank will neither be liable nor bear any responsibility for payment of service fee towards the non-eligible employee.
- 2.5.8 Service provider shall be responsible for authenticity of the invoices submitted and a declaration in regard of the following is to be submitted along with every invoice:
- a) The invoice is to be raised only for employees of Bank of Baroda who have undergone medical checkup while they are in active service of the Bank.
 - b) Employees who have booked appointment for health checkup but not undergone checkup shall not be included in the invoice.
 - c) Invoice for any month is to be raised for Health checkups undertaken by employees only during the immediately preceding month.
 - d) The list of employees (& spouse / with EC Code and date of health check-up) who have undergone health checkup through cashless facility, Health Score, Date of Check-up, Cost of service, Diagnostic Centre details, etc. provided along with the monthly invoice is correct.
- 2.5.9 The Service provider will be wholly responsible for the compliance of quality standards and other prescribed Government / Regulatory guidelines for the empanelled Hospitals and Diagnostic Centres.
- 2.5.10 The Service provider will provide the list of all hospitals/diagnostic centres and the details of Health Check-ups available in each of the same.
- 2.5.11 The Service provider shall be authorized by / registered with the appropriate body of registration to undertake the line of service/business as required by the Law or Government.
- 2.5.12 The Service provider shall abide to provide all required data/information/details/response to queries/reports/etc. for the purpose of disseminating the same to the top management/employees/public (RTI)/publications/etc.
- 2.5.13 The Service provider shall submit credentials backed by references of minimum of three organizations where they have rendered similar services.
- 2.5.14 The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

2.5.15 **Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of one month to the Service provider.**

2.5.16 The Service provider shall be able to provide a “real-time online dashboard” system to monitor the progress of coverage of employees under the Policy as detailed below:

DASHBOARD / REPORTING SYSTEM:

The Service provider shall be able to provide a “real-time online dashboard” system to monitor the following:-

1. Progress of coverage of employees across different variables
2. Health Profile of all employees of the Bank who have undergone health checkup
3. Employee-wise “Health Score” on a scale of -03- (1-poor, 2-average, 3-good) for each employee.
4. Bank’s Health Score Card

The variables to be considered in the reporting system shall involve but not limited to the following among others:-

1. Regions and Zones of the Bank
2. Cadre/Gender/Age of Employees
3. Critical illness, Major illness, Mental illness and Lifestyle Disorders (obesity/smoking/etc)

2.5.17 The Service provider shall be able to provide a standardized summary by way of “Health Score” on a scale of -03- (1-poor, 2-average, 3-good) for each employee before billing.

2.5.18 The service provider, on selection is required to enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) with the Bank.

2.5.19 Bank reserves the right to modify the scope/ terms of the RPF.

SECTION - 3

3. SELECTION PROCESS

3.1 Eligibility Criteria

Health Check-up Facilitators who wish to apply for this RFP should comply with the following conditions:-

Basic Requirement	Eligibility Criteria	Documents to be submitted (duly attested undertaking submitted on company's letter head should be signed by the Authorized Signatory)
License	The bidder must be an Indian firm/ company/ organization registered under Act / Law / Regulatory Body of Indian Government (Consortium of companies not permitted)	A copy of the incorporation or registration certificate showing type of firm should be submitted.
Legal Entity	The bidder should be in existence for at least 3 years and should be in the line of business of providing Health Check-up services during the said period.	Copies of Certificate of Incorporation and Certificate of Commencement of business.
	The Respondent should not have been black listed/ debarred by any Government/ regulatory bodies in India/ globally. 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.	The bidder should submit a self-declaration signed by the Authorized signatory in the Respondent's letter head.
Experience	The bidder should have proven experience of managing Health check-up facility of employees of larger organizations.	The bidder should submit a self-declaration signed by the Authorized signatory in the Respondent's letter head.
	Undertakings for having conducted Health Checkups for organizations of a group size of at least 25000 during the last 2 financial years (2018-19, 2020-20).	Copies of Work Orders/ Agreements on the company's letter head clearly stipulating the group size, should be furnished.

	Bidder should provide client references and contact details (email/landline/ mobile) of 3 clients for whom the Bidder has executed similar projects in India (Start and End date of the Project)	The Service provider shall submit credentials backed by references of minimum of three organizations, where they have rendered similar services (as per format given in Annexure 6) Client References:- 1. 2. 3.
Coverage	The bidder should have tie-up/empanelment with hospitals across India	State-wise & District-wise list of all hospitals/diagnostic centers with address, contact numbers and the additional medical tests (over and above the tests mentioned in the indicative list of tests given in Section 2/Para 2.3) offered to the employees should be submitted
Check-ups / Tests	The bidder should ensure that all the hospitals / diagnostic centers will be able to provide the all the medical tests as mentioned in the list of indicative tests given in Section 2/Para 2.3 of this RFP.	The bidder should submit a self-declaration signed by the Authorized signatory in the Respondent's letter head.

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. However, Bank reserves the rights to relax the eligibility criteria before last date of submission of Bids as stipulated in the Table of Key Information on the RFP Response Submission.

3.2 Bid Structure

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

- I. Technical Bid
- II. Commercial Bid

3.3 Submission of Bids

The bidders is required to submit a soft copy of the technical and commercial bid requirements by E-mail and in pen drive. The Respondent should submit the Bids as prescribed in Section 1 (x).

The Soft Copy in pen drive should be placed in a separate envelope and placed in the main envelope containing the hardcopies of the technical and commercial proposals and should be submitted as and when required by the Bank.

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.

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

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

The passwords shall be shared with the Technical processing committee on the time and dates mentioned for "Technical and Financial bid Opening". The Email Id is: **strategichrm.ho@bankofbaroda.co.in**

Conditional Offers with deviations from the conditions and other requirements stipulated in RFP will not be considered and will be rejected as non-responsive.

Please note that the above email receives documents only upto the file size of 14MB per email. Any files larger than 14MB may be shared on Microsoft Outlook Cloud.

3.4 Opening of Technical Bids

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

3.5 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, 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 technical presentation to the firms. The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 60 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. Eligible Respondents will be invited by the Bank for a presentation on their Technical

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

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

3.6 Technical Bid Evaluation

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

S.No.	Particulars	Weightage / Marks
1.	Experience	10
2.	Coverage – Number and distribution of empaneled Hospitals & Diagnostic Centers Pan India	20
3.	Check-ups / Tests – Number of Health check-ups offered over and above the mandatory check-ups as required by the Bank	20
4.	Technical Presentation covering the following aspects:-	50
	a) Employee Access for booking / modifying appointment date for check-up	10
	b) Quality of the Reporting & Invoicing System	10
	c) Quality and proposed number of the Team / Specified Person of Contact (SPOC)	05
	d) Online - Dashboard for the Bank	15
	e) Standardized Health Score of Employee / Organization	10
TOTAL		100

Respondents scoring a minimum of **60 marks** in the technical bid shall only be considered for commercial bid opening.

3.7 Commercial Bid Submission

Bank has prescribed the **maximum ceiling** for annual health check-up per employee in the Metro cities as Rs.4000/- per person and in the other areas (non-metro) as Rs.3500/-. Per person. This amount includes cost of checkup, taxes, service charges of the Facilitator, if any and inclusive all other charges. The Commercial quote should be submitted in the following format:

Commercial Quote Format:

Particulars	Cost of Check-up	Facilitator Service charges, if any	Any other charges	% Tax	Amount of Tax	Total Cost per Employee
Rate per employee (Metro) (X)						
Rate per employee (Other) (Y)						
Average of Metro & Other [Z = (X+Y)/2]						

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

3.8 Selection of the Bidder/s

Only those bidders which qualify technically will be eligible for participating in Health Check-up Facilitators for providing Annual Health Check- up to Bank of Baroda employees Engagement of Health Check-up Facilitators for providing Annual Health Check- up to Bank of Baroda employees by Account Credit via NEFT/RTGS/Online Transaction/etc.

3.9 Account Information

Account Holder Name: Bank of Baroda, Head Office
Account Number: 02000400000062
IFSC Code: BARB0ALKAPU Deposit in any of the BOB Branches

3.10 Techno-Commercial Bidding Process

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

The score will be calculated for all 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 illustrated in the example given 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	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	4000	$95 \times 0.8 = 76$	$3500/4000 \times 20 = 17.50$	$76.0 + 17.50 = 93.50$
2	B	85	3800	$85 \times 0.8 = 68$	$3500/3800 \times 20 = 18.42$	$68.0 + 18.42 = 86.42$
3	C	90	3500	$90 \times 0.8 = 72$	$3500/3500 \times 20 = 20$	$72.0 + 20.0 = 92$

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.

SECTION - 4

4. OTHER KEY INFORMATIONS

4.1 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 more 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 endeavor to find a solution to the problem.

4.2 Clarification of Offers

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

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

Bank reserves its rights –

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

4.3 Other Provisions

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 to have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

The selected bidder shall be expected to deploy appropriate quality and number of resources for rendering specified services to employees of the Bank seamlessly. 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.

4.4 Rules for Responding to this RFP

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. 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 in the format given 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 within the maximum limit prescribed as fee per employee. 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 terms & conditions quoting their fee.

4.5 Other Terms and Conditions

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) 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.

4.6 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.

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.

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.

4.7 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.

4.8 Payment Terms

Payment as quoted in the bid process and accepted by Bank shall be made as per **actual availment of services by the employees**. The payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank. If any of the items/activities as mentioned in the price bid are not taken up by the 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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 transmission (with hard copy to follow for email), addressed to the other party at the addresses and email 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 email sent to correct email address).

Any Party may change the address, email address and contact 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.

4.13 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.

4.14 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.

4.15 Confidentiality

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 Service Provider or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Service Provider of its obligations hereunder.

The Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Service Provider obligation under this Agreement. The Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

The Service Provider 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 Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

The Service Provider 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.

The Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

It shall be the incumbent duty of the Service Provider to undertake not to disclose any business related information of BOB to any third person and the Service Provider shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Service Provider nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

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

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
- Was disclosed or parted with the prior consent of BOB;
- Was acquired by the Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding above BOB shall take all the reasonable care to protect all the confidential information of Service Provider while performing of the services. The provisions of this Clause shall survive the termination of this Agreement. The Bank has right to terminate the services of the bidder if it fails to comply with the conditions imposed.

4.16 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 Service Provider:

- 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.
 - 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 Service Provider.
 - Bank may terminate this RFP or subsequent agreement on happening of following events:
 - a. 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;
 - b. 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;
 - c. The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
 - d. The Service Provider becomes the subject of a court order for its winding up.
 - e. 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.
 - On termination, the rights granted to the Service provider / Service Provider 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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 Service Provider 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.

4.22 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 Service Provider (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

4.23 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.

4.24 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.

4.25 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 / Service Provider. 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 Service Provider / Service Provider.

4.26 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.

4.27 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.

4.28 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.

4.29 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.

4.30 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.

4.31 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.

4.32 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.

SECTION - 5

5. ANNEXURES

Annexure 1	-	Letter of Authorization for Submission of Response
Annexure 2	-	RFP Response Covering Letter
Annexure 3	-	Undertaking
Annexure 4	-	Declaration for Conformity with Hardcopy Letter
Annexure 5	-	Conformity Letter
Annexure 6	-	Credentials
Annexure 7	-	Team Profile
Annexure 8	-	Technical Bid
Annexure 9	-	Commercial Bid
Annexure 10	-	Format for Submission of Deliverables
Annexure 11	-	Format for RFP Queries

5.1 Annexure 1 – Letter of Authorization for Submission of Response

To,

The RFP Co-ordinator – **ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA**

Dear Sir,

SUB: Authorization Letter for submitting RFP proposal documents.

REF: Your RFP: HRM: 112/7149 dated September 23rd, 2020

This has reference to your above RFP for ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO 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:

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.

5.2 **Annexure 2 – RFP Response Covering Letter**

Date:

To

The RFP Co-ordinator – **ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA** SUB: Response to RFP

REF: Your RFP: HRM: 112/7149 dated September 23rd, 2020

ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO 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 Service Provider 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:

5.3 Annexure 3 – 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 HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA**

Sir,

Sub: RFP for ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO 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.....by20

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

5.4 **Annexure 4 – 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 HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA**

Sir,

Sub: REQUEST FOR PROPOSAL FOR ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA

Further to our proposal dated, in response to the Request for Proposal on (REF: Your RFP: HRM: 112/ 7149 dated September 23rd, 2020 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:

5.5 **Annexure 5 – 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 HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA**

Sir,

Sub: ENGAGEMENT OF HEALTH CHECKUP FACILITATORS FOR PROVIDING ANNUAL HEALTH CHECK- UP FACILITY TO EMPLOYEES OF BANK OF BARODA

Further to our proposal dated, in response to the Request for Proposal (REF: HRM: 112/7149 dated September 23rd, 2020 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:

5.6 **Annexure 6 – Credentials**

The expertise of the organization in executing health check-up 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:

SI. No.	Name of Organisation along with the industry and country where the service was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
.				
.				
.				

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

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

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

5.7 Annexure 7 – Team Profile

The list should include the team leader / Specified Person of Contact and key team members with their proposed role in the assignment

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

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:

5.8 Annexure 8 – Technical Bid

S.No.	Particulars												
1.	Details of experience (with PSU/Government Sector)												
2.	Details of coverage – Number, distribution and details of empanelled Hospitals & Diagnostic Centers Pan India												
3.	Details of Check-ups / Tests – Number of Health check-ups offered over and above the mandatory check-ups as required by the Bank												
4.	Technical Presentation covering the following aspects:- <table border="1" data-bbox="354 543 1409 793"> <tbody> <tr> <td data-bbox="354 543 423 577">a)</td> <td data-bbox="423 543 1409 577">Employee Access for booking / modifying appointment date for check-up</td> </tr> <tr> <td data-bbox="354 577 423 611">b)</td> <td data-bbox="423 577 1409 611">Quality of the Reporting & Invoicing System</td> </tr> <tr> <td data-bbox="354 611 423 644">c)</td> <td data-bbox="423 611 1409 644">Quality of the Team / Specified Person of Contact (SPOC)</td> </tr> <tr> <td data-bbox="354 644 423 678">d)</td> <td data-bbox="423 644 1409 678">Online - Dashboard for the Bank</td> </tr> <tr> <td data-bbox="354 678 423 711">e)</td> <td data-bbox="423 678 1409 711">Standardized Health Score of Employee / Organisation</td> </tr> <tr> <td data-bbox="354 711 423 793">f)</td> <td data-bbox="423 711 1409 793">Any other additional services or products, that can be offered within the scope and budget of RFP</td> </tr> </tbody> </table>	a)	Employee Access for booking / modifying appointment date for check-up	b)	Quality of the Reporting & Invoicing System	c)	Quality of the Team / Specified Person of Contact (SPOC)	d)	Online - Dashboard for the Bank	e)	Standardized Health Score of Employee / Organisation	f)	Any other additional services or products, that can be offered within the scope and budget of RFP
a)	Employee Access for booking / modifying appointment date for check-up												
b)	Quality of the Reporting & Invoicing System												
c)	Quality of the Team / Specified Person of Contact (SPOC)												
d)	Online - Dashboard for the Bank												
e)	Standardized Health Score of Employee / Organisation												
f)	Any other additional services or products, that can be offered within the scope and budget of RFP												

5.9 Annexure 9 – Commercial Bid

Commercial Quote Format:

Particulars	Cost of Check-up	Facilitator Service charges, if any	Any other charges	% Tax	Amount of Tax	Total Cost per Employee
Rate per employee (Metro) (X)						
Rate per employee (Other) (Y)						
Average of Metro & Other [Z = (X+Y)/2]						

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

Note:

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

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

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

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

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

5.10 Annexure 10 – Format for Submission of Deliverables

a) Mandatory Services:

S. No.	Name of Deliverable	Description	Expected Timeframe for Submission	Draft Template
1.	Website/App /etc	To Employees for booking appointment		
2.	Real-time Online Dashboard	To BOB Team for MIS and Tracking		
3.	Health Score	Methodology for standardising health score for employee, organisation, various sectors, critical diseases types, etc.		
4.	Guaranteed Quality of service offered by the empaneled Hospitals and Diagnostic centres	Systems and Standards of Quality offered and checks, accreditation, etc.		

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

b) Additional Services (Offered within the scope and budget of RFP):

S. No.	Name of Deliverable	Description	Expected Timeframe for Submission	Draft Template
1.				
2.				
3.				

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

c) Non-Mandatory Services& Products (Medical Health services or products offered at additional cost which is discounted for employees):

S. No.	Name of Deliverable	Description	Expected Timeframe for Submission	Draft Template
1.				
2.				
3.				

The services or products mentioned under Additional Services (Offered within the scope and budget of RFP) and Non-Mandatory Services may or may not be opted by the Bank as per its discretion and shall not be taken for techno-commercial evaluation.

5.11 Annexure 11 - Format for RFP Queries

S. No	Reference clause	Reference page	Query
