



RFP for Engagement of Service Provider for Employee Assistance Program

NOTICE INVITING TENDER (NIT) (Only through e-tendering) SCHEDULE OF TENDER (SOT)

Tenders are invited by the Reserve Bank of India from Consultants operating in India for engagement for the purpose of Employee Assistance Programme with its Human Resources Management Department. Only those consultants who fulfill the Pre-qualification criteria are eligible to participate in this tender.

The “Request for Proposal” (RFP) for the project is available on Bank's website (www.rbi.org.in) in Tenders Section. Interested bidders are requested to refer to the said RFP. Bids made strictly as per provisions of the RFP document should be submitted online.

a. e-Tender No.	RBI/Central Office/HRMD/2/22-23/ET/248
b. Mode of Tender	e-tendering system (online Part I – Technical Bid and Part II – Commercial Bid)
c. Date & time of NIT available to parties to download	12:00 Hrs on August 01, 2022
d. View Tender Date & Time on MSTC web portal	12:00 Hrs on August 01, 2022
e. Date & time of starting of e-Tender opening for submission of online Technical bid and Commercial bid at www.mstcecommerce.com/eprochome/rbi	15:00 Hrs on August 01, 2022
f. Date & time of closing of online e-Tender for submission of online Technical and Commercial bid	18:00 Hrs on August 21, 2022
g. Date & time of opening of Part I- Technical bid Date & time of opening of Part II – Commercial bid to be informed after completion of Presentation	11:00 Hrs on August 22, 2022

**REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF SERVICE PROVIDER FOR
“EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF
RESERVE BANK OF INDIA”**



**RESERVE BANK OF INDIA
Human Resource Management Department
Central Office
21st Floor, Central Office Building
Shahid Bhagat Singh Road, Fort
MUMBAI – 400 001, INDIA**



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Disclaimer

This Request for Proposal (RFP) is not an offer by the Bank, but an invitation to receive response from eligible interested bidders for engagement of insurance broker/consultant. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the bidders. This document should be read in its entirety.

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RFP- ENGAGEMENT OF SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM

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SECTION I: INVITATION FOR PROPOSALS (IFP)

Request for Proposal (RFP) for Employee Assistance Program for Employees of RBI

Tender No: RBI/Central Office/HRMD/2/22-23/ET/248

1. The Reserve Bank of India (hereinafter referred to as “the Bank”) invites Proposals from consultants to assist the Bank in Employee Assistance Program (EAP) for employees of the Bank.

2. E-Tender documents will be available at the MSTC website, i.e., www.mstcecommerce.com, on August 01, 2022, at 1200 Hrs. This e Tender needs to be mandatorily filled up/submitted online through the MSTC website i.e., www.mstcecommerce.com. The deadline for filing up and submitting the e Tender is up to (1800 Hrs., on August 21, 2022. The e-Tender will be opened on August 22, 2022, at 1100 Hrs. Detailed guidelines on the process to submit e-Tender by the vendors have been mentioned in Annex I following the Schedule of Tender (SOT).

3. The RFP includes the following documents:

Section I - Invitation for Proposals (IFP)

Section II - Instruction to Bidders (ITR)

Section III - General Conditions of Contract (GCC)

Section IV - Technical Proposals (TP) - with formats

Section V - Scope of Work

4. The Bank reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.

5. The address for communication and the details of contact person of the Bank is as under:

Address for Communication:

The Chief General Manager-in-Charge
Reserve Bank of India, Central Office
Human Resource Management Department
21st Floor, Central Office Building
SBS Marg, Fort, Mumbai - 400 001

Contact Person:

Shri R Giridharan
General Manager
Training and Development Division
Phone: +91-22-22612455
email: hrmdcotraining@rbi.org.in



SECTION II: INSTRUCTIONS TO BIDDERS (ITR)

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract shall have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b) **“Proposals”** means proposal submitted by bidders in response to the RFP issued by the Bank for appointment of Consultants.
- c) **“Competent Authority”** means the Chief General Manager-in-Charge, Reserve Bank of India, Human Resource Management Department, Central Office, Mumbai - 400 001.
- d) **“Committee”** means committee constituted by the Competent Authority for evaluation of technical proposals.
- e) **“Consultant”** means any entity to conduct EAP and provide the services to the Bank under the contract.
- f) **“Contract”** means the Contract signed by the parties for appointment of the Consultant
- g) **“Day”** means Calendar day.
- h) **“Effective date”** means the date on which the contract comes into force and effect.
- i) **“EAP”** means Employee Assistance Program.
- j) **“IFP”** means Invitation for Proposals.
- k) **“ITR”** means Instructions to Bidders.
- l) **“GCC”** means General Conditions of Contract.
- m) **“Personnel”** means professional and support staff provided by the Consultant and assigned to perform services to execute an assignment and any part thereof.
- n) **“Services”** means the work to be performed by the Consultant for the Bank in accordance with the terms and conditions of the RFP and the Contract. **2.**

Introduction

The Reserve Bank of India (the Bank) is the central bank of the country with its central office located at Mumbai. It has offices across the country in 31 cities and employs a total of around 12,951 officers and workmen staff (as on April 01, 2022). This RFP has been prepared solely for the purpose of enabling the Bank to engage a Consultant for providing services under the EAP to the employees of the Bank



3. Service Requirements

The Bank requires the services of a consultant for EAP for its employees to meet the following objectives:

3.1 Objectives of the Assignment

Organizations around the world have realized that a healthy work culture is people centric and employee wellness is a necessity and not a perquisite. In this regard, the Bank has been at the forefront by institutionalizing annual health package for self and spouse. Since the pandemic, employees are experiencing career related anxiety and health related fears as the line between personal and professional time wears thin. Work from home, restricted physical interaction and reduction in socialization have led to increase in anxiety, mood disorders, aggression, and adjustment disorders.

The productivity of employees is affected by stress levels caused by distractions, behavior problems, relationship issues, etc. Many of these factors lead to lifestyle diseases like diabetes, hypertension, cardiac problems, spondylosis, etc. EAP is a work-based intervention program designed to identify and assist employees in resolving personal problems that may be adversely affecting their performance at work. EAPs may also offer a wide array of services covering basic legal assistance and referrals, adoption assistance, help finding elder care services, wellness programs.

EAP programs have been around in India for at least a decade. With the latest wave of Covid cases, even small companies are taking help of EAP programs. Many EAPs have beefed up their network of psychologist, counsellors, and trainers. Besides providing one-on-one counselling to employees, EAP providers are offering webinars for employees on topics like dealing with grief and loss, self-care, working from home, parenting, and sleep assistance also.

3.2 Conflict of Interest

The Bank requires the consultant to provide professional, objective, impartial services and always hold the Bank's interest paramount, strictly avoid conflicts with other assignments/jobs or their corporate interests and act without any consideration for future work.

3.3 Validity of Proposals

Proposals shall remain valid for 90 (ninety) days after the date of proposal opening specified in the RFP. A proposal valid for a shorter period may be rejected as non-responsive.

The Bank may solicit the bidders' consent to an extension of proposal validity (but without any modification in proposals).

3.4 Right to accept or reject a proposal

The Bank reserves the right to accept or reject any proposal, and annul the RFP process at any time without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such a decision.



3.5 Fraud and Corruption

The consultants must observe the highest standards of ethics while performing their obligations under the RFP and the contract.

In pursuance of this policy, the Bank:

a) Defines, for the purposes of this provision, the terms set forth as follows:

- i. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Bank or any personnel of Consultant(s) in contract executions.
- ii. **"Fraudulent practice"** means misrepresentation of facts to the Bank, to influence procurement process or execution of a contract, and includes collusive practices among bidders (prior to or after submission of proposal) designed to establish proposal prices at artificially high or non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iii. **"Unfair trade practices"** means supply of services different from what is ordered on or change in the Scope of Work which was given by the Bank.
- iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

b) Will reject a proposal for award, if there is reason to believe that the consultant recommended for award, has engaged in corrupt, fraudulent, coercive practices or unfair trade practices.

c) Will declare a consultant ineligible, either indefinitely or for a specified period of time, for awarding the contract, if it at any time determines that the consultant has engaged in corrupt, fraudulent, coercive practices or unfair trade practice in competing for, or in executing, the contract.

4. Clarifications and amendments of RFP Document

4.1 RFP Clarifications

During technical evaluation of the proposals, the Bank may, at its discretion, ask bidders for clarifications on their proposals. Bidders must respond within the time frame prescribed by the Bank.

4.2 Amendments in RFP

At any time prior to deadline for submission of proposal, the Bank may for any reason, modify the RFP. Bidders shall be notified of the amendments through the email and such amendments shall be binding on them.

5. Process for Selection of Consultant

The RFP is intended to result in appointment of a consultant to assist the Bank in executing the EAP for its employees. All the bidders are invited to submit their proposals for executing the assignment in accordance with the provisions of the RFP. The responses received will be evaluated as per the criteria specified in this document and a bidder will be selected to act as the consultant.



6. Eligibility

Eligibility Criteria for Bidders

Sl. No.	Eligibility Criteria	Support Documents to be submitted
a	The bidder must be an Indian firm/ company/ organization registered under Companies Act, 1956/2013 or a firm registered under Partnership Act, 1932. (Consortium of companies not permitted)	Certificate of Incorporation and Registration Certificate showing type of firm
b	The bidder should have been engaged in such Assistance Programs and should possess relevant experience (i.e running such EAP, for at least during the last 1 year)	A self-declaration on the bidder's letterhead
c	The bidder should necessarily have presence in Mumbai, a Pan India presence, a pool of well-established professional clinicians and counsellors, modern facilities and best state in art technology.	Details of Pan India Offices should be submitted
d	Preference would be given to those bidders who have provided /extended similar type of arrangements to other Government Organizations/PSU/Major Corporates and other similar institutions.	Letter/ Certificate from Client organization certifying existence of such an arrangement and their satisfaction level
e	The bidder should not have been blacklisted/ debarred by any Government/ regulatory bodies in India/ globally.	A self-declaration on the bidder's letterhead
f	Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in India (Start and End date of the Project)	Client References:- 1. 2. 3.
g	The bidder should be operating for at least 1 year in the area of mental health and providing Workplace counselling services to	Copies of all the work orders and/ or Certificate of completion of work for the projects undertaken in India



	Corporates / Government organizations/PSUs.	
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Only bidders that fulfil ALL the eligibility criteria as mentioned above are eligible to participate in the selection process contemplated under this RFP. The bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders who do not fulfil any eligibility criteria will be summarily rejected. Bidders fulfilling the eligibility criteria as laid out above will proceed to the next stage of the RFP Response Evaluation. The Bank's decision on 'Eligibility Criteria' is final.

7. Disqualifications

The Bank may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- a) Submitted the proposal documents after the response deadline;
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Been declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted;
- f) Submitted a proposal with price adjustment / variation provision.

8. Compliance of the RFP in entirety

A bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the aspects of the RFP shall be at the bidder's own risk and may be liable for rejection.

9. Pre-Proposal Queries

A prospective bidder, requiring any clarification on RFP may notify the same in the form of a written query (by email) to the Bank latest by August 12, 2022. The Bank's response as well as the clarifications sought (including an explanation of the query) will be sent through email.

10. Preparation of Proposal

Bidders shall comply with the following related information during preparation of the proposal



- a) The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initiated by the authorized person signing the Proposal.
- b) The proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) on each page to bind the Bidder to the contract.
- c) Bidders are not permitted to modify, substitute, or withdraw proposals after their submission.

11. Submission, Receipts and Opening of Proposals

Bidders shall submit the proposal online through MSTC website. However, during evaluation of a proposal, as well as during the period of contract, the evaluation committee has the right to carry out a due diligence of the bidder

11.1. Deadline for submission of Proposals

Proposals from bidders, complete in all respects must be submitted online through MSTC website.

Last Date for Submission of Proposal: August 21, 2022 (1800 Hrs)

11.2 List of documents to be submitted as part of Proposal as provided in Section IV

11.2.1 Form I: Proposal Form

- Covering letter for appointment of Consultant in Form I.

11.2.2 Form II: Proposal - General Information

- General information of the bidder as specified in Form II.
- Any other supporting information that is relevant to proposal.

11.2.3 Form III: Technical Proposal

- Technical proposal as specified in Form III.
- Any other supporting information and documents that are relevant to the Technical Proposal.

12. Evaluation Criteria and Evaluation of Proposals

The Bank may form an evaluation committee to evaluate the proposals submitted by bidders for a detailed scrutiny. During evaluation of proposals, the Bank, may, at its discretion, ask the bidders for clarification of their proposals. The process for evaluation of proposals is as given below:



12.1 Techno-Presentation Bid

Technical Evaluation: Technical Proposals would be opened for all bidders who would have submitted the bids. The parameters and weightages to be used for technical evaluation will be as provided in Annex II. Bidders have to score minimum of 60 marks to qualify for delivering presentation.

Presentation Evaluation: After technical evaluation, Bidders would be qualified for delivering the presentation before the Technical Committee on a date and at a venue, as may be so determined by the Bank. The expenses incurred on travel and accommodation, with respect to the said presentation, shall be borne by the Bidders.

The presentation should cover all aspects included in the scope of work detailed at Section V of this RFP. Bidders may include specific value propositions/additions that they wish to provide. Bidders may also give complete details of their organizational structure, number of offices in India, experience in handling similar policies for PSUs which will be considered by the committee for evaluation.

12.2 Commercial Bid

After the completion of process of presentation of qualified bidders, the commercial bid would be opened at a date as may be determined by the Bank. The commercial bid would be an amount estimated to cost per person for the EAP. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes.

12.3 Combined Evaluation:

a) Commercial bids of only those bidders will be opened who qualify in the evaluation of techno-presentation bids. Thereafter, a combined evaluation will be done by the Bank. A combined score will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 50% for technical, 30% for presentation and 20% for commercial. The combined evaluation shall be made by applying weightages of 50%, 30% and 20% for the technical, presentation and commercial scores according to the following formula:

Technical Score of A = $\frac{\text{Technical Evaluation Score of A}}{\text{Highest Tech Score}} \times 100$

Highest Tech Score

Commercial Score of A = $\frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of A}} \times 100$

Commercial Bid of A

Combined Score of A = 50% X Technical Score of A + 20 % X Commercial Score of A+ 30% weightage of presentation

b) Based on the above combined weighted score, the bidders shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the



identification of the successful Bidder, the Bank will follow the internal procedure for necessary approvals and, thereafter, proceed with notification of award of contract.

13. Award of Contract

On acceptance of proposal for awarding the contract, the Bank will notify the successful Bidder in writing that their proposal has been accepted. The Bank and successful Bidder will sign the Contract After signing of the Contract no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. The draft Contract is enclosed as Form IV.

14. Duration of Appointment

The appointment for conducting EAP will be for a period of two years, however, the same may be renewed for third year subject to satisfactory performance as per review of the performance.

15. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidders or any other persons not officially concerned with such process until the appointment process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of Proposal.

During the execution of the project except with the prior written consent of the Bank, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired during the term of the Contract.



SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

These general conditions shall apply to the extent the provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract, the interpretation of the Bank shall be final and binding on the Consultants.

2. Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent between the 'Bank' and 'the Consultant'. The Consultant subject to this contract has complete charge of its personnel in discharging the services. The consultant shall be fully responsible for the services performed by them or on their behalf

3. Standards of Performance

The Consultant shall perform the services and carry out their obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as a faithful advisor to the Bank. The Consultant shall always support and safeguard the legitimate interests of the Bank, in any dealings with the third party. The Consultant shall abide by the laws prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

4. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India.

5. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the Bank from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the Bank shall be defended in the defense of any proceedings which may be brought in that connection.

6. Governing Language

The Contract shall be written in English & Hindi Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

7. Performance Assessment

This RFP is for appointment of Consultant to conduct EAP for the employees of the Bank. If during execution of the Project, following problems were found or observed, then a penalty would be imposed for every such problem. A penalty of 1% of the amount to be paid (subject



to maximum of 20%) may be imposed by the Bank, which will be the part of Project specific RFP and Terms of Reference:

- a) Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- b) Delays in deliverables
- c) Not assigning adequate resources in time
- d) Not engaging resources on a dedicated basis, even when required
- e) Assigning resources that do not meet the clients' requirements
- f) Inadequate interaction with the client department.
- g) The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable. If the delay is beyond one week, then the Bank may rescind the Contract and shall be free to get it done from the consultant who has scored the second highest score as per the techno-commercial evaluation at the rate quoted by the H1. The Bank may also debar the Consultant for applying in its future assignments.

8. Termination of contract by the Bank

Termination of Contract by the Bank due to non-performance during the execution of Project

- Performance is below expected level
- Non-adherence to the timelines of the Project
- Quality of work is not satisfactory

9. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

9.1 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 9.2 of GCC shall become applicable.

9.2 Resolution of Disputes

In the case of a dispute arising between the Bank and the Consultant, which has not been settled amicably, the Consultant can request the Bank to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 shall apply to these arbitration proceedings. The venue



of the Arbitration proceedings shall be in India at Mumbai and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Bank and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

10. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Mumbai only.

11. Payment Terms

Bank will release the payment of the agreed Professional Fees to the selected consultant after deduction of applicable taxes at source, for which contract will be executed by the Bank with the chosen / selected consultant. The payments will be made on completion of the assignment. No advance payments will be made.

12. Sexual Harassment of Women at Workplace

- a. The Consultant shall establish an internal Policy on Prevention of Sexual Harassment in line with the provisions of the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013 (“the Act”) and accordingly shall constitute an Internal Complaint Committee to comply with the provisions of the Act related to filing, disposing, hearing, taking necessary action, etc. with respect to complaints filed by any personnel falling within the ambit of “employee” under the Act.
- b. In case of any complaint of sexual harassment against its employee by the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Consultant and shall ensure taking proper action under the Act in respect to the said complaint.
- c. The Consultant shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Consultant.
- d. The Consultant shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

13, Non-Disclosure Clause: The Consultant shall not disclose directly or indirectly any information, material and details of the Bank’s infrastructure/systems/equipment/practices etc., which may come to the possession or knowledge of the Consultant during the course of discharging contractual obligation in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Consultant shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or to comply with applicable laws. The Consultant shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Consultant shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of



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the Consultant and the Bank shall be entitled to claim damages and pursue legal remedies. The Consultant shall take all appropriate actions with respect to its employees to ensure the obligation of non-disclosure of confidential information under this agreement is fully satisfied. The Consultant's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reasons.



SECTION IV: TECHNICAL PROPOSAL (TP) - FORMATS

1. The Bank invites proposals for appointment of a consultant who would be involved in assisting the Bank in executing the EAP for the employees of the Bank
2. The selection of the Consultant to assist the Bank in EAP would be done based on techno-commercial evaluation by an evaluation committee.

RESPONSE FORMATS

The following are the response formats to be used by bidders to submit the Proposals:

S. No	FORM	DETAILS
1	Form I	Proposal Form Covering Letter for submitting proposals
2	Form II	General Information
3	Form III	Technical Proposal
4	Form IV	Agreement



A. PROPOSAL FORM

The bidders are required to submit the covering letter in the Form I. This Form should be on the letter head of the bidders, who are submitting the proposal.

FORM I: Covering Letter (on bidder's 's letterhead)

Date:

To

Chief General Manager-in-Charge
Reserve Bank of India, Central Office
Human Resource Management Department
21st Floor, Central Office Building
SBS Marg, Fort
Mumbai - 400 001

Dear Sir

Subject: Proposal for Appointment of Consultant for EAP

- a) Having examined and understood the instructions, terms and conditions of RFP, we, the undersigned, offer our proposal to undertake the assignment with the Reserve Bank of India, in full conformity with the said RFP.
- b) We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- c) We agree to abide by this proposal, consisting of this letter, the technical proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of proposals as stipulated in the RFP and any modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- d) Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
- e) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- f) We understand you are not bound to accept any proposal you receive.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....



B. PROPOSAL FORMAT - GENERAL INFORMATION

The bidders are required to submit their profiles in the following Form:

Form II: General Information

A. Eligibility (Please specify)

a. Firm/ Company

B. Name

C. Contact

a. Address

b. Telephone Number

c. Fax

d. Mobile

e. Email

f. Website

D. Locations and Addresses of office

a. Indian

b. Overseas

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....



C. TECHNICAL PROPOSAL FORMATS

The Bidders are required to submit their Technical Proposals in the following Form:

Form III: Work Related Details

The following types of information are sought from the Bidders:

1) Proposed Methodology

Proposed design, approach, methodology, tools for EAP and final reports

- a) Overall Design of EAP
- b) Design of Tools / Instruments for EAP
- c) Structure and Delivery of EAP (including Details of Virtual Delivery Platform)
- d) Final Report and Individual Report

[Provide details of approach, methods, and tools for executing the assignments related to EAP]

2) Profiles of Counsellors

Profiles of Counsellors who will be involved in EAP

The Profile should contain the following details in a tabular form of key people / core members:

- a) Name
- b) Experience
- c) Date of joining the organisation
- d) Educational Background
- e) Certifications
- f) Summary of professional / domain experience
- g) Significant Accomplishment/s

3) Details of EAP

Details of services provided as part of EAP during April 01, 2020 to July 31, 2022. The information for the purpose of technical evaluation may be submitted in the format as per Annex III.

Signature.....

In the capacity of.....

**Duly authorised to sign Proposal for
And on behalf of**.....

Date.....

Place.....



Form IV:

AGREEMENT

THIS AGREEMENT is made on the day of 2022 between the **Reserve Bank of India** (hereinafter called "**the Bank**") on one part and (Name of Consultant) (hereinafter called "the Consultant") on the other part:

WHEREAS

- a) The Bank is desirous that the Consultant should execute Projects / Assignments to assist the Bank in implementing the EAP for employees of the Bank.
- b) The Consultant, has represented to the Bank that it has the required professional skills personnel and technical resources and has agreed to provide the services on the terms and conditions set forth in this Agreement

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
2. The following documents in relation with the RFP issued for selection of Consultants for EAP shall be deemed to be formed , read and construed as part of this Agreement viz:
 - a) Invitation for Proposals
 - b) Instructions to Bidders
 - c) The General Conditions of Contract
 - d) All formats and documents submitted by Consultant during submission of Proposal
 - e) Notification of Award
 - f) The scope of work as described in the RFP
3. The agreement shall become effective from the date of its signing by the selected Consultant and the Bank.
4. The appointment of the Consultant would be valid for a period of 24 months from the date of signing of the Agreement with the Bank, which may extend to 12 more months upon satisfactory performance of the consultant
5. The Consultants must provide professional, objective, and impartial advice and always hold the Bank's interest paramount, strictly avoid conflicts with other assignments / jobs, downstream projects or their own corporate interests and act without any consideration for future work. The Consultant is also required to furnish a Statement of Non-Conflict along with their technical bids.



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6. The mutual rights and obligations of the Bank and the Consultant shall be as set forth in the Contract, in particular:

- a) the Consultant shall carry out the services in accordance with the provisions of this Agreement and the RFP
- b) the Bank shall make payments to the Consultant in accordance with the rates quoted as per the financial bid and provisions of this Agreement and the RFP, on successful completion of the services, to the satisfaction of the Bank.

7. The stamp duty in respect of the agreement as per the Maharashtra Stamp Act, 1958 shall be paid by consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Reserve Bank of India [Authorized Representative]

For and on behalf of [Name of Consultant]

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories]



SECTION V: SCOPE OF WORK

The scope of the assignment for “Engagement of Service Provider for EAP is described below.

Employees often face peer pressure, lack of support and guidance due to nuclear family, postings in different cities where they have to live on their own, etc., thus leading to problems including but are not limited to the following:

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

In an EAP, there are three types of referrals:

- i. Self-referral where the worker seeks help on their own.
- ii. The informal referral where a supervisor, friend or co-worker recommends the EAP.

No record of these two types of referral appears in the worker's personal file.

- iii. A formal referral is based on job performance and the supervisor recommends the EAP. This recommendation may not appear in the individual's personnel file.

The proposed EAP is envisaged with the following scope of work in mind:

- i. A panel consisting of counselling psychologists or clinical psychologists to be available for employees seeking assistance.
- ii. Counselling through both online and offline modes to be available. WhatsApp chat enabled communications to be available.
- iii. The consultant shall offer an agreed number of free sessions to the Bank as a whole, with an individual employee being entitled to a fixed number of free sessions.
- iv. Counsellors shall also use Hindi/local language, if necessary.
- v. Spouse and dependent children would be covered under the free sessions offered since in the case of mental health issues often the entire family needs to be counselled.



- vi. The sessions and interactions must be strictly confidential.
- vii. Assistance provided for issues pertaining to parenting
- viii. Self-help resources such as self-help library, assessment tools, E Workshops, work life seminars etc
- ix. Risk Management Suicide Prevention Protocol
- x. Counselling on Sleep related issues
- xi. Assistance provided for issues pertaining to parenting

This scope of the Employee Assistance Program covers all employees and their dependent family members. It shall include multiple channels of assistance such as

- Face-to-face meetings with professional counsellors through appointments,
- 24 x 7 Helplines (toll-free number),
- Online chat rooms
- Virtual Assistant (assistance provided from a remote location)
- Interactive apps and online portal for booking appointments

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

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

The Scope further includes:

- i) The consultant shall provide individual and family assessment, counselling, and therapy for personal, marital, family, relationship, work-related, alcohol and substance abuse problems that in the judgment of EAP provider meet community standards of practice and can be satisfactorily resolved in a minimum of three (3) private counselling sessions, within a twelve-month period under the Agreement. The private counselling sessions can be a combination of in-person (face-to-face) meeting or telephonic assistance, as per preference of the employee / family member.
- ii) The consultant shall provide referrals to professional mental health agencies, practitioners, and programs, for any employee whose problem in the judgment of the EAP provider, is as of a type and level of severity to require a professional diagnostic evaluation and/ or consideration of medical intervention of an emergency or non-emergency basis.
- iii) The consultant services shall be limited to problem assessment and referral of employees and / or dependent family members of the employees. The employees and /or family members may visit and seek a session with the consultant as and when a need is felt, with prior appointment.



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- iv) A session is defined as either an 'in person' or 'telephonic consultation' as preferred by the employee of approximately 1 hour in duration to discuss, identify and evaluate the employee's issues.
- v) The assessment and evaluation of problems shall be made by a professional who is trained and skilled in assessing specific problem areas including but not limited to substance abuse (drugs and alcohol) and marital, family, emotional or psychological difficulties.
- vi) The consultant shall provide follow up for each case and shall determine treatment progress and client satisfaction.
- vii) The consultant shall provide crisis counselling for employees and their family members or refer them to appropriate facility or community agency.
- viii) Upon request the consultant shall provide or make a referral to a regional language speaking EAP provider wherever possible.
- ix) The consultant shall provide dedicated EAP services across Mumbai where employee of the Bank / dependent family member may have an in-person session and this may be extended to other offices of the Bank in the second year depending upon the requirement and performance of the consultant. If performance is satisfactory, then the EAP services would be offered across all the offices of the Bank by the consultant from second year onwards.
- x) The in-person counselling service shall be made available at these centers across Mumbai 7 days a week for a minimum of 8 hours a day. The in person counselling service at other centres where the offices of the Bank are located may commence from second year onwards.
- xi) The consultant shall maintain a toll-free telephone number access on a 24 hour / day / week basis and provide critical incident debriefings to employees and dependent family members.
- xii) The consultant shall also provide employee orientation to familiarize employees with this service of assisting employees and their family members who seek counselling. The orientation program shall also include presentation on topics such as a) dealing with stress b) conflict resolution c) development of resilience d) dealing with grief e) EAP services and its utility.
- xiii) The consultant shall impart training on counselling to select employees of the Bank
- xiv) The consultant shall also, as per the periodicity decided by the by the Bank, be required to conduct "Emotional Well-being" workshops for the Employees and family members.
- xv) The Consultant will provide, at consultant's expense, promotional materials such as informational cards and brochure, required to promote EAP among target employees of the Bank
- xvi) An Appointment Register shall be maintained by the Consultant



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xvii) The Consultant shall provide the Bank, with monthly reports / presentations on the trends of the program and usage to enable the Bank to determine program effectiveness and, a detailed report on the analysis of issues faced by employees and solutions / services offered to them.

Having recognized and felt the need for workplace counselling in the present context and being aware of its benefits, we have initiated this RFP to roll out the EAP to the employees of RBI. The employee strength may vary due to reasons including but not restricted to fresh recruitment, retirement, deployment, amalgamation, etc.

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



Instructions on Online Bid Submission

Bidders are requested to read the terms & conditions of this tender carefully before submitting online tender.

Process of E-tender

Registration: The process involves vendor's registration with MSTC e-procurement portal, which is free of cost. Only after registration, the vendor(s) can submit /their bids electronically. Electronic Bidding for submission of Technical/Financial Bid will be done over the Internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangements for bidding from a computer connected with Internet. RBI/MSTC is not responsible for making such arrangements. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL/FINANCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU/Government Departments → Select RBI Logo-Register as Vendor -- Filling up details and creating own user id and password→ Submit.

2. Vendors will receive a system generated mail confirming their registration through email which has/have been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC (before the scheduled time of the e- tender).

Contact Details of RBI and MSTC Ltd.

RBI

Smt Shweta Mahesh Bhatt,
Assistant General Manager

Email: shwetabhattach@rbi.org.in ; hcmdcotraining@rbi.org.in

Phone: (022) 22612809

Contact person (MSTC Ltd)

1. Ms Archana, Asst. Manager- archana@mstcindia.co.in - Mobile- 09990673698
2. Ms. Rupali Pandey, Asst. Manager- rpandey@mstcindia.co.in – Mobile -9458704037
3. Mr. Abhishek Kr. Kanaujia, Executive – Mobile – 9953089772
4. Helpdesk – Landline -- 022 22870471/22886266

Google hangout ID- (for text chat)- mstceproc@gmail.com



System Requirement:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet browser.
- c) Signing type digital signature
- d) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

General Settings

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)

The Technical/Financial Bids shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Price Bid Formats without any ambiguity.

Special Note towards Transaction Fee

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors must select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall



have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall receive a system generated mail

Transaction fee is non-refundable

A vendor/bidder will not have the access to online e-tender without making the payment towards transaction fee. Such a transaction fee shall be non-refundable.

NOTE

- a) Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.
- b) Information about tenders /corrigendum uploaded shall be sent by email to the bidders only during the process till finalization of tender. Hence the vendors must ensure that the corporate email id provided by them is valid and updated at the time of registration of vendor with MSTC.
- c) Vendors are also requested to ensure validity of their Digital Signature Certificate (DSC)
- d) E-tender cannot be accessed after the due date and time mentioned in the notice for this tender.

Bidding in e-tender

- a) Vendor(s) must submit transaction fees to be eligible to bid online in the e tender. The process involves electronic bidding for submission of technical /financial bids.
- b) The vendor(s) who have submitted transaction fee can only submit their technical bid and financial bid through internet on the MSTC website.
www.mstcecommerce.com → e-procurement →PSU/Government Departments → Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.
- c) The vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must fill up common terms/commercial specification and save the same. After that click on the technical bid.
If this application is not run, then the vendor will not be able to save/submit the technical bid.
- d) After filling the technical bid, vendor should click 'save' for recording their technical bid. Once the same is done, the financial bid link becomes active and the same must be filled up and then vendor should click on "save" to record their Financial bid. Once the



technical bid and financial bid have been saved, the vendor can click on the “Final submission” button to register their bids.

- e) Vendors are instructed to use “Attach Doc button” to upload the requisite documents. Multiple documents can be uploaded.
- f) In all cases, vendor should use their own ID and password along with digital signature at the time of submission of their bids.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another.
- h) The e-tender floor shall remain open from the pre-announced date and time and for such duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on vendors. A bid offered by a vendor will be considered as a valid bid and acceptance of the same by the Bank will form a binding contract between RBI and the Vendor for execution of the job.
- j) It is mandatory that all the bids are submitted with DSC otherwise these will not be accepted by the system.
- k) RBI reserves the right to cancel, reject, accept, withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation from the terms and conditions of the tender document is acceptable.
- m) Submission of bid in the e-tender floor by any vendor confirms the acceptance of terms and conditions for the tender by him/her.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

Important Instructions

1. Bidders are instructed to use **Upload Documents** link in **My Menu** on MSTC website to upload documents in document library. Multiple documents can be uploaded. Maximum size of each document must not be more than 5 MB. Once the documents are uploaded in the library, bidders can attach them through **Attach Document** link against the tender. Please note that documents not attached to a tender, cannot be downloaded by HRMD, RBI. It will, thus, be deemed that the bidder has not submitted the documents. For further assistance follow the instructions under the bidder guide.

2. All notices and correspondence to the bidder(s) shall be sent by email only until the tender is finalized by Training and Development Division, HRMD, CO, RBI as well as by MSTC Ltd.



Hence, the bidders are required to ensure that email addresses specified by them are valid and updated with MSTC Ltd. (i.e. service provider). Bidders are also requested to ensure validity of their DSC. A bidder should register for only one valid DSC.

3. RBI reserves the right to modify the RFP at any time prior to the deadline for submission of online tender. Please note that there is no provision to take out list of parties downloading the RFP/ tender document from the MSTC Ltd. web site mentioned in the RFP.

4. E-tender cannot be accessed after the due date and time mentioned in RFP.

5. Bidding in e-tender

- a) Bidders should log into the MSTC portal in advance so as to ensure a timely bid submission. Responsibility for any delays shall lie with bidders.
- b) Bidder(s) are required to pay the necessary non-refundable transaction fees to MSTC Ltd. for participation in e-tendering process.
- c) The process involves electronic bidding for submission of technical as well as commercial bids.
- d) Only those bidder(s) who have paid the transaction fees can submit their technical and commercial bids through internet at MSTC Ltd. website www.mstcecommerce.com – e-procurement→ PSU/ Govt. Depts→ RBI Login→ My menu→ Auction Floor Manager→ live event→ Selection of live event→ Technical bid.
- e) Bidders should invariably use their own email ids and passwords along with digital signatures at the time of submission of their bids.
- f) During the entire e-tender process, the bidders shall ensure strict anonymity.
- g) The e-tender floor shall remain open for such duration as prescribed in this RFP.
- h) All electronic bids submitted using valid DSC during the e-tender process shall be legally binding on the bidders. A bid made by a bidder and accepted by HRMD, CO, RBI shall form a binding contract between RBI and the bidder. The successful bidder shall be referred to as Consultant.
- i) Bids submitted without DSC shall be rejected.
- j) Bank reserves the right to cancel, reject, accept, withdraw, or extend tender in full or part as the case may be without assigning any reason therefor and without incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.
- k) No deviation from the terms and conditions of the tender document is acceptable. Submission of a bid is an implied acceptance of terms and conditions of the tender.



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- l) Unit of Measure (UOM) is indicated in the e-tender floor. Rate to be quoted should be in Indian Rupees as per UOM indicated in the e-tender floor/ tender document.
6. Selected bidder shall be governed in accordance with the terms and conditions of this tender document.
7. No deviation from the technical and commercial terms and conditions is allowed.
8. Online tender should be submitted strictly as per terms and conditions and procedures laid down on the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
9. Bidders must upload all documents required as per terms of RFP. Any other document so uploaded and not required under the RFP will not be considered.
10. Bids will be evaluated based on the filled-in technical and commercial formats.
11. Documents uploaded by the bidder(s) will be scrutinized. In case any information furnished by the bidder is found to be false during scrutiny, punitive action may be taken against such defaulting bidders.



Technical Evaluation Matrix

S. No.	Criteria	Marks Eligible	Marks Awarded	Maximum Marks
1.	Average experience of the consultant for the EAP assignment			20
	1-3 Years	5		
	3-5 Years	10		
	Above 5 Years	20		
2.	Number of Counsellors on the rolls of the Consultant identified for the EAP assignment:			15
	1-3	10		
	4-6	15		
3.	Number of EAP executed by the consultant from April 01, 2020 to March 31, 2022 (Contracts signed before April 01, 2020, and projects which were executed during this period will be considered)			20
	1 to 5	5		
	6 to 10	10		
	11 and above	20		
4.	Number of EAP (including online) executed by the consultant from April 01, 2022, to July 31, 2022 (Contracts signed before April 01, 2022 and projects which are executed during this period will be considered)			15
	1 to 3	5		
	4 to 6	10		
	7 and above	15		
5.	Detailed Written Plan on EAP by the Bidder a. Overall Design of EAP b. Design of Tools / Instruments for EAP c. Structure and Delivery of EAP (including Details of Virtual Delivery Platform)	10 marks for each criteria Total: 30		30
Total Marks		100		



Annex III

Format for supplying information for the purpose of technical evaluation

S. No.	Criteria	Information to be furnished by Bidder
1	Average experience of the consultant for the EAP assignment	
2	Number of Counsellors on the rolls of the Consultant identified for the EAP assignment	
3	Number of EAP executed by the consultant from April 01, 2020, to March 31, 2022 (Contracts signed before April 01, 2020, and projects which were executed during this period will be considered)	
4	Number of EAP (including online) executed by the consultant from April 01, 2022, to July 31, 2022 (Contracts signed before April 01, 2022 and projects which are executed during this period will be considered)	
5	Detailed Written Plan on EAP by the Bidder a. Overall Design of EAP b. Design of Tools / Instruments for EAP c. Structure and Delivery of EAP (including Details of Virtual Delivery Platform)	



Commercial / Financial Quotation for Consultant

Item	Amount / per person (Rs.)
Professional fees inclusive of all expenses (The amount quoted is exclusive of any tax, whatsoever)	