

**Request for Quotation (RFQ)**

**For**

**Selection of Vendor to provide IT-Hardware for Collections on  
Rental Basis**

**Baroda Global Shared Services Ltd**

(A wholly owned subsidiary of Bank of Baroda)

**Sr. No. : BGSS/COLL./RFP/2020-21/02**

**Date: 23-06-2020**

Date: June 23, 2020

Inviting quotes for “Selection of Vendor to provide IT-Hardware for Collections on Rental Basis”

**1.0. Location:** Baroda Global Shared Services Ltd. C/o Bank of Baroda, Digital Banking Department, Indra Complex, Sindhwal Mata Rd, Lalbaug, Manjalpur, Vadodara, Gujarat 390004.

## 2.0. About the Company

Established in the year 2017, Baroda Global Shared Services Limited, a Company having its Regd. Office at 5th Floor, Baroda Sun Tower, C-34, G-Block, Bandra – Kurla Complex, Bandra (E), Mumbai 400 051 (herein after referred to as a ‘Company’) is a wholly owned subsidiary of Bank of Baroda, a large public sector bank having global presence with its vast network of over 5,500 branches.

The company has a network of 05 area offices spread throughout the country as on date. The Company is involved in Business Support Services.

## 3.0. Introduction

We, Baroda Global Shared Services Limited (Company), invite your quotes in a sealed envelope for an “Selection of Vendor to provide IT-Hardware for Collections on Rental Basis” to serve its current and projected needs for ‘Collection Centre located at Baroda, Gujarat. Initially the duration of service will be for 3 months.

The Company is issuing this RFQ document (hereinafter referred to as “the RFQ” which expression shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto) to service providers, (hereinafter referred to as “the Bidder”) to enable them to participate in the competitive bidding for Selection of Vendor to provide IT-Hardware for Collections on Rental Basis.

### 3.1. Important Dates

Date of issue	23-06-2020
Queries to be mailed by	27-06-2020
Queries to be mailed to	<a href="mailto:vendormgmt@bgss.in">vendormgmt@bgss.in</a> <a href="mailto:collection@bgss.in">collection@bgss.in</a>

Last Date and Time for submission of proposal	05-07-2020 by 03:00 P.M. IST at Baroda Global Shared Services Ltd. C/o Bank of Baroda, Digital Banking Department, 21 <sup>st</sup> Floor, Tower-1, GIFT City, Gandhinagar, 382355.
Response to Queries by	29-06-2020
Technical Bid Opening	05-07-2020 by 03:30 P.M. IST at Baroda Global Shared Services Ltd. C/o Bank of Baroda, Digital Banking Department, 21 <sup>st</sup> Floor, Tower-1, GIFT City, Gandhinagar, 382355.

Please submit the quote in the sealed envelope in the following address.

**Proposal submission: - One envelope containing two separate envelope Technical Bid in one envelope and Commercial Bid in another envelope within the stipulated time at 'AVP-Collection, Baroda Global Shared Services Ltd. C/o Bank of Baroda, Digital Banking Department, 21st Floor, Tower-1, GIFT City, Gandhinagar, 382355.**

### 3.2. Terms & Conditions:

BGSSL reserves the right to at any point:

- Reject any and all proposal received in response to this RFQ.
- Waive or Change any responsibility in the proposal.
- Negotiate any aspect of proposal with final shortlisted proposer.
- Extend the time for submission of all proposals.
- Select the most responsive proposer as deemed suitable.
- Share the information/ clarifications provided in response to the Terms of Reference by any proposer, with any other proposer(s) /others, in any form.
- Cancel the Terms of Reference at any stage, without assigning any reason whatsoever.
- Bidders will be selected basis techno-commercial (documents submitted) proposed.
- The final agreement signed with the selected bidder will be as per the standard document of the Company in compliance with CVC and other applicable guidelines.

### 4.0. Scope of work.

The Company at its discretion reserves the right to change the scope of the RFQ considering the size and variety of the requirements and the changing business conditions. BGSSL will approach selected vendor for rental IT-Hardware as per requirement. Quotation will be asked through mail or sealed quotation as per requirement.

The Company seeks to select competent vendor who can provide IT-Hardware for Collections on Rental basis for projected three months.

**4.1 Project Scope** - The tentative needs of the Company are as follows:

S. No	Description	Quantity
1	Desktops with Standard Configuration (i3/i5, 4GB RAM, 500GB HDD)	60
2	Business call centre Headset, USB, noise reduction control	80
3	Network port switches is requiring – 48 port /L2 switch	2
4	Firewall device to be procured	1

1. All necessary License's to run system will be vendor responsibility.
2. Vendor has to maintain uptime of all related hardware / software.
3. In case of any failure Vendor has to fix issue or deploy standby within agreed SLA.
4. Patches/firmware of asset should be N-1 on deployment day.
5. There will be no minimum commitment it will be based on requirements basis.

#### 4.2 Licenses

- The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFQ. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.
- Further if the selected Bidder has missed out providing any required licenses to the Company, then the Company will not bear any additional amount for procurement of such licenses at a later date.

#### 5.0 RFQ Response Instructions: -

##### 5.1. Rules for responding to the RFQ

- a. All responses received after the due date/time would be considered late and would be rejected.

##### 5.2. Price

- I. The Bidder is requested to quote in Indian Rupee (INR).
- II. The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes, duties; levies etc. except GST (wherever applicable) will be paid extra.
- III. In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Local entry tax and octroi will be paid on actuals based

on receipt provided. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the company will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Company on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

- IV. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or GST & entry tax or octroi and if the Company has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the company has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Company shall adjust the amount out of the payments due to the Vendor from the Company along with the interest calculated at commercial rate

### 5.3. Price Comparisons

- a. The bidder will be required to submit commercial bids as part of the bid submission. The company will open the commercial bids of technically qualified bidders in front of these bidders' representatives after the technical evaluation is completed.

### 5.4. Others

- I. Responses to this RFQ by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- II. The terms and conditions as specified in the RFQ, addenda and corrigenda issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.
- III. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFQ will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFQ.
- IV. The Bidder covenants and represents to Company, the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
- It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFQ. The performance of terms and conditions under the RFQ by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
- The execution, delivery and performance under an Agreement by such Party:
  - Will not violate or contravene any provision of its documents of incorporation.
  - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
- The selected Bidder shall undertake to provide appropriate manpower as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Company has the right to interview any and all of the resources deputed by the selected bidder and only upon satisfaction will allow the resource to work on the project.
- All RFQ response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.
- Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

#### **5.5. Other RFQ Requirements**

- I. Company reserves the right to cancel this RFQ any time or at any stage without any reason / notice to the vendor or change/add any terms and conditions of the RFQ by issuing addenda/corrigenda and putting it on Company's website.
- II. Company reserves the right to extend the dates for submission of any and all responses to this document.

- III. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFQ in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFQ and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.
- IV. If there are conflicting points in the RFQ, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.
- V. Preliminary Scrutiny – Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Company may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company’s decision in the matter will be final.
- VI. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Bidders for clarification of their offer. Company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
- VII. No Commitment to Accept Lowest bid or Any bid – Company shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFQ. Company will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

## 6.0 Additional Information

- I. Selected bidder and/or its authorized service providers should have their own employees for execution of projects. However, selected bidder will be fully responsible for the service for the service providers. Company will not make any reference to them. In case of any deficiency in service, penalties will be to the selected Bidder’s account.

## 6.1 Numbering of Pages

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and not section-wise.

## 6.2. Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

## 6.3. Cost of Preparing the Bids



The cost of preparing the response to this RFQ will be the responsibility of the Bidder and Company will not be liable for any cost incurred by the Bidder.

#### 6.4. Clarification on RFQ Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFQ, intent of the RFQ and seek clarifications, if required,
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFQ by mentioning relevant page number and clause number of RFQ. Such clarifications should be sought, by submitting a list of queries as per Appendix 03 – Pre Bid Query Format in writing to Company on or before the timeline prescribed in this RFQ under “Schedule of activities and events”
3. All clarifications/queries on the bid are to be in writing and are to be addressed to:

[vendormgmt@bgss.in](mailto:vendormgmt@bgss.in)

Pre-bid queries can be submitted in the format provided in Appendix 03 - Pre Bid query format on the following email-ids:

[vendormgmt@bgss.in](mailto:vendormgmt@bgss.in)

#### 6.5. Bidder's Quote/Offer

- I. The Bidder must furnish requirements as per the formats provided in the RFQ document.
- II. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No. 12-02-6 CTE /SPI (I) 2 / 161730 dated 13.01.2012):  
Commission has decided that in all cases of procurement

The decision of the Company shall be final and binding in this regard.

#### Related Parties –

- In the following circumstances company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by ‘the Bank’.
- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by companies having common director/s
- Proposal/ Responses submitted by partnership firms / LLPs having common partners
- Proposal/Responses submitted by companies having the same group of promoters/ management
- Any other proposal/ response in the sole discretion of the company is in the nature of multiple bids.

#### 6.6. Integrity Pact



All bidder's will be required to enter into an integrity pact with the Company as per the CVC guidelines. Kindly fill Appendix 06 Pre-Integrity Pact

### **6.7. Submission of Bids**

1. All envelopes with RFQ response should be submitted to the authorized person at the address given in Section 3.1.-Important Details (Schedule of Events, contact & communication details etc.)
2. The response should be submitted to the authorized person on or before the last date & time of submission mentioned in section 3.1.. If the last date of submission of RFQ response is declared as a holiday for any reason then the last date for submission of RFQ response will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.
3. The responses should not be submitted by post or by courier.
4. All envelopes should be securely sealed and stamped.
5. For all eligibility, technical and, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 02 – Authorization letter format.
6. The bid should constitute three separate parts. The response should be organized and submitted in the following manner:

#### **Part I - Eligibility Bid:**

- I. The Eligibility Bid containing the response to eligibility requirements for the solutions and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as “ELIGIBILITY BID providing IT-Hardware for Collections on Rental basis”
- II. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01);
- III. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFQ or contract
- IV. Hardcopy of duly filled up Annexure 01 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security; and

#### **Part II - Technical Bid:**

- I. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as “TECHNICAL BID FOR Selection of Service Provider for providing IT-Hardware for Collections on Rental basis”
- II. The hard copy of the technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFQ, all annexure and appendices fully filled up need to be submitted.

**The Bidders have to note that the Technical Proposal must contain the following**

- a) Executive summary of Bidder's response
- b) Duly signed covering letter by the authorized signatory as per Appendix 04 – Bid undertaking letter
- c) Conformity letter as per Appendix 05
- d) Any other relevant information in general

**Part III – Commercial Bid**

**6.8. Overall Bid**

1. The separately sealed envelopes containing Eligibility Bid, Technical Bid for the Selection of Vendor to provide IT-Hardware for Collections on Rental Basis” shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: ‘Bid for vendor for providing IT-Hardware for Collections on Rental basis No. XXXXX dated [DATE\_OF\_RFQ\_RELEASE]’
2. The envelope is to be delivered to Company against acknowledgement.
3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

**6.9. Compliance Statement**

1. The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFQ, as per Appendix 04 – Conformity Letter.
2. Non-submission of duly filled & signed conformity letter and Data Sheet will make the bid liable for rejection.

**6.10. Opening of Bids**

1. Opening of Eligibility and Technical Bids
  - The Eligibility and Technical bid shall be opened in the presence of Bidders' representatives who choose to attend as mentioned in section 3.1. – Important Details. The Bidder representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from the Bidder Company.
  - The Bidders may note that no further notice will be given in this regard. Further, in case Company does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day of the Company and bids will be opened at the same venue on the same day.
  - Company however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by publishing on the Company's website for enabling them to be present during the Bid opening.

- During opening of the Eligibility and Technical bids, the Bidders authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.
- The rejection or acceptance of the bid will be done only after evaluation at the discretion of Company.
- During evaluation of the eligibility and technical bids, Company may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.
- After the evaluation of the eligibility bids Company will finalize the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFQ.
- Company will announce the list of bidders who qualify technical evaluation

## 7.0. Evaluation Methodology

A two-stage process is adopted for selection of the vendor:

Stage1: Eligibility cum Technical Bid

Stage 2: Evaluation methodology for eligible bidder

- **Technical Bid Evaluation**

During evaluation of the Quotations, the Company, at its discretion, may ask the Vendor for clarification in respect of its quotation. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Company reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the vendors to this document and Company will not entertain any correspondence in this regard.

### 7.1. Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 01 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

### 7.2. Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a one stage process. The stages are:

- **Technical Bid Evaluation**

The technical evaluation shall have the weightage of 70% this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

The vendor needs to achieve a cut – off score of 70 marks in this evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

#	Proposal Bid Evaluation	Scores
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<b>1.</b>	Technical Bid	100
Maximum Technical Proposal Bid Evaluation Score		<b>100</b>

• **Commercial Bid Evaluation**

Based on the submission of documents getting a minimum score of 70 Marks would be called for a commercial bid opening.

The date and time would be communicated to the shortlisted bidder(s) only.

Commercial score will be for 30 marks.

Bidder will be finalized on Tehno- commercial basis,

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$\text{Clow/C X100 +T (1-X)}$$

C stands for discounted rate arrived basis of commercial evaluation;

Clow stands for the lowest rate arrived basis of commercial evaluation.

T stands for technical evaluation score and

X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(Clow / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, Clow is 100.

In the above example, CCC, with the highest score becomes the successful bidder (H1).

In case of more than one vendor with equal highest score (S) upto three decimal, then number of decimal will be increased.

The Company may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the Company shall be final and binding on all the vendors to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

## 8.0. Payment Terms

The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The Company will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 15 days from the date the dispute stands resolved.

## 9.0. Terms & Conditions

### 9.1. General

- The Company expects the vendor to adhere to the terms of this RFQ document and would not accept any deviations to the same.
- The company expects that the vendor appointed under this RFQ Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFQ document issued the vendor responses would not be incorporated automatically in the RFQ document.
- Unless expressly overridden by the specific agreement to be entered into between the Company and the vendor, the RFQ document shall be the governing document for arrangement between the Company and the selected vendor.

### 9.2. Indemnity

- The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, 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 Company as a result of:
- Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFQ; and/or
- any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFQ; and/or any act of omission of statutory requirement and/or

- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this RFQ or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Vendor under this RFQ/subsequent agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Vendor contained in this RFQ; and/or
- The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Vendor or its employees or sub-contractors under this RFQ/subsequent agreement.
- Loss of data due to selected vendor provided facility or
- Any deficiency in the services of selected Bidder.
- Any transaction contemplated under this RFQ/subsequent agreement.
- The provisions of this Clause shall survive the termination of RFQ and subsequent Agreement made thereafter.

The selected Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the Deliverables and Services delivered or provided under this RFQ infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Company:

- notifies the selected Vendor in writing as soon as practicable when the Company becomes aware of the claim; and
- Cooperates with the selected Vendor in the defence and settlement of the claims.

### **9.3. Assignment**

1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company.
2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFQ/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFQ.

### **9.4. Inspection of Records**

All records of bidder with respect to any matters covered by this RFQ shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality



agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFQ and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.

#### **9.5. Publicity**

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

#### **9.6. Solicitation of Employees**

During the term of the Contract and for a period of one year after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

#### **9.7. Visitorial Rights**

The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/ documents required by the Company.

#### **9.8. Monitoring and Audit**



Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

### **9.9. Force Majeure**

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages 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.
2. 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 may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of two months, the Company and the Selected Bidder shall hold consultations in an endeavour to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

### **9.10. Governing Law and Jurisdiction**

This RFQ and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Mumbai will have the exclusive jurisdiction to determine the issues arising out of this RFQ.

### **9.11. Corrupt and Fraudulent practice**

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
3. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.
4. The Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Company reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **9.12. Service Level Agreement and Non-Disclosure Agreement**

1. The selected vendor shall execute:
  - a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Company
  - b) Non-Disclosure Agreement (NDA), the selected vendor shall execute the SLA and NDA within Fifteen days the date of acceptance of letter of appointment or as intimated by the Company.
  - c) The stamp duty or any other associated charges to execute the above-mentioned document shall be borne by the successful bidder.

### **9.13. Liquidated Damages**

#### **a) Liquidated Damages and penalty**

1. Company expects that the selected bidder completes the scope of the project as mentioned within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

- II. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.
- III. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke this clause.
- IV. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company.

#### **9.14. Confidentiality**

1. “Confidential Information” means any and all information that is or has been received by the selected bidder (“Receiving Party”) from the Company (“Disclosing Party”) and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
3. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.
4. Nothing contained in this clause shall limit the selected bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected bidder shall at no point use the Company’s confidential information or Intellectual property.
5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing

Party howsoever obtained and agrees that it shall not use the Company's confidential information or IPR, without obtaining the written consent of the Company.

#### 9.15. Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to The Chief Information Officer at cio@bgss.in. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFQ.

-----End of the Document-----

### Annexures & Appendices

#### List of Annexures:

Annexure 01	Eligibility Criteria
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#### List of Appendices:

Appendix 01	Technical Bid
Appendix 02	Authorization letter format for bid opening

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<b>Appendix 03</b>	Pre Bid query format
<b>Appendix 04</b>	Bid undertaking letter
<b>Appendix 05</b>	Conformity letter
<b>Appendix 06</b>	Pre-Integrity Pact