

Baroda Global Shared Services Ltd.

(A wholly owned subsidiary of Bank of Baroda)

Request for Quotation [RFQ]

For

**RFQ for Appointment of Insurance company for renewal of
Group Personal accident (GPA) Policy for BGSSL Employees.**

BGSSL/RFQ/HR/2023-24/01

Dated: 27th July 2023

Registered office:

5TH Floor, Baroda Sun Tower,
C -34,G Block , BKC, Bandra East,
Mumbai -400051

Corporate Office:

27th Floor, GIFT One Tower,
Road - 5C, Zone-5,
GIFT CITY Gandhi Nagar,
Gujarat – 382355

The information provided by the bidders in response to this RFQ Document will become the property of the BGSSL and will not be returned. The Company reserves the right to amend, rescind or reissue this RFQ Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Company also reserves its right to accept or reject any or all the responses to this RFQ Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by BGSSL for its requirement of “RFQ for Appointment of Insurance company for renewal of Group Personal Accident (GPA) Policy for BGSSL Employees”. It should not be reused or copied or used either partially or fully in any form.

Inviting quotes for “Appointment of Insurance company for Group Personal Accident (GPA) Policy for BGSSL Employees”

1.0. Location:

Baroda Global Shared Services Ltd., Admin Department, 27th Floor, GIFT One Tower, GIFT-City, Gandhinagar - 382355

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 9,500+ branches.

The company has a network of major 05 Area offices spread throughout the country as on date. The Company is involved in Back-office support work for Bank of Baroda.

3.0. Introduction

“Baroda Global Shared Services Limited (Company), invite your quotes/bids/proposals in a manner as prescribed herein this RFQ Document for “Appointment of Insurance company for renewal of Group Personal accident policy (GPA) for BGSSL Employees” for its primary location at Gandhinagar & its branches and offices across the country.”

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 Courier services across India for documents and parcel.

3.1. Important Dates

1.	RFQ No.	BGSSL/RFQ/HR/2023-24/01
2.	Brief Description of the RFP	Appointment of Insurance company for renewal of Group Personal accident policy (GPA) for BGSSL Employees.
3.	Company’s Address for Communication and submission of Tender	Online Submission of Tender by Email ID : Vendormgmt@bgss.in Baroda Global Shared Services Ltd.
4.	Date of publishing the tender on Baroda Global Shared Services Ltd (BGSSL)’s website www.bgss.in	27 th July, 2023
5.	Last date of submission of Queries for Pre-Bid Meeting	2 nd Aug, 2023 Before 6.00 pm

6.	Date & Venue of Pre-Bid Meeting	Pre- Bid meetings will be carried out on a virtual basis with bidders who have submitted the queries to BGSSL. e-mail ID Vendormgmt@bgss.in & dheeraj.agarwal@bgss.in
7.	Last date & time for submission of Bids	9 th Aug 2023, Before 3.00 pm
8.	Date and time of Opening of Eligibility and Technical Bid	Since submission of bids are online, Technical & Eligibility documents will be opened by BGSSL and acknowledgment will be communicated to share the participating bidders via email
9.	Date and time of Opening of Commercial Bid	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
12.	Contact Person for any clarification	Manager – Procurement Baroda Global Shared Services Ltd. LL: 079-61800352 Mobile no. 84889 68633 Email ID: vendormgmt@bgss.in & dheeraj.agarwal@bgss.in
13.	RFQ Submission	Technical & Commercial Bids must be sent to vendormgmt@bgss.in separately by E-mail before the due date. Financial/Commercial Proposal must be sent in PDF format with Password protection. Password will be shared during the virtual/Online meeting only.

All the RFQ details need to be submitted online (Email) only.

3.2. Terms & Conditions:

At any point of time including after the issuance of this RFQ and the term during which the RFQ is kept open for the bidders to bid and thereafter, BGSSL reserves the right to:

- Reject any and all proposal received in response to this RFQ.
- Waive or change any responsibility in the RFQ.
- Negotiate any aspect of the RFQ with final shortlisted proposer.
- Extend the time for submission of all proposals.
- Select the most responsive Bidder as deemed suitable.
- Share the information/ clarifications provided in response to the Rate for Quotation by any proposer, with any other proposer(s) /others, in any form.
- Cancel the Rate for Quotation at any stage, without assigning any reason whatsoever.

4.0. Scope of work.

The entire scope of work/proposed requirement/services or obligations required to be performed by the Insurance company in terms of this RFQ shall hereinafter be referred to as “**Project**”/ “**Solution**”/ “**Services**” and such terms may be used interchangeably, however shall have the same meaning as ascribed herein.

Group Personal Accident Policy minimum benefits/coverage will remain same as per the expiring policy, the bidder needs to refer expiring policy before submitting the quote. Any deviation in benefits/coverage in policy will be liable for rejection.

Group Personal accident Policy (GPA)	BGSSL Employees		
Number of Employees	3253		
Policy Coverage	Grade	Emp Count	Amt covered for GPA
	Executive Trainee	72	10,00,000
	Executive	1543	10,00,000
	Senior Executive	851	10,00,000
	Assistant Manager	434	10,00,000
	Deputy Manager	185	10,00,000
	Manager	74	20,00,000
	Senior Manager	62	30,00,000
	Assistant Vice President	11	30,00,000
	Deputy Vice President	8	30,00,000
	Vice President	5	40,00,000
	Senior Vice President	5	40,00,000
	Executive Vice President	2	40,00,000
	Managing Director	1	50,00,000

Scope of Policy

- All the coverages as mentioned in the expiring policy.
- Policy to cover anywhere including outside of India.

The above-mentioned scope is indicative and not exhaustive.

Bidders are requested to submit a commercial proposal considering the above projections as per understanding of the role and responsibilities as per the scope of work as mentioned.

Existing Employee sum insured, and life covers as mentioned below –

Grade	Emp Count	Amt covered for GPA
Executive Trainee	72	5,00,000
Executive	1543	5,00,000
Senior Executive	851	5,00,000
Assistant Manager	434	5,00,000
Deputy Manager	185	5,00,000
Manager	74	10,00,000
Senior Manager	62	15,00,000
Assistant Vice President	11	15,00,000
Deputy Vice President	8	15,00,000
Vice President	5	20,00,000
Senior Vice President	5	20,00,000
Executive Vice President	2	20,00,000
Managing Director	1	25,00,000

4.1. Project Scope –

Description of the envisaged scope is enumerated as below. However, 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.

1. Considering the extensive nature of the assignment any part that is not explicitly mentioned in this RFQ as excluded would form part of this RFQ, and the Bidder is expected to provide the same at no additional costs to the Company. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Company. The Company will not accept any plea from the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFQ.
2. The Bidder will be required to fix any vulnerability at no additional cost during the entire tenure of the contract (if any within scope of work). These vulnerabilities can be detected by the Company or can be a finding of any internal or external audit conducted by the Company or its auditors on a periodic basis.
3. The Bidder is required to note the following points:
 - The Bidder is completely responsible for meeting the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Company assumes no responsibility for assumptions made by the Bidder.
 - The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The Company will not be responsible for any errors in the bid submitted by the Bidder.
 - Any assumptions, changes, deviations other than what is specified and accepted by the Company will not be considered for the purpose of this RFQ.

In case if any services of the shortlisted bidder, will not in line with or contrary or deficiency in whatsoever mentioned in the scope of work / project scope of this RFQ Document, in such situation, BGSSL shall have sole discretion to discontinue the engagement / agreement.

4.2. Contract Period

The tenure of the contract would be for 1 Year from the date of the issuance of the first Engagement letter by the Company or any such other date as may be communicated by the Company in writing.

4.3. Licenses/Courier Registration.

- Bidders need to have all necessary licenses and registration related to Insurance Regulatory and Development authority (IRDA).
- 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.

All responses received after the due date/time would be considered late and will be strictly 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 downward) 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. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

5.3. Price Comparisons

The bidder will be required to submit commercial bids as part of the bid submission. The company will open the commercial bids for 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 the Company, the Bidder may, at the sole discretion of the 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 the 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.
 - All RFQ response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.
 - The 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.
 - 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.

5.5. Other RFQ Requirements

1. The 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.
2. The company reserves the right to extend the dates for submission of any and all responses to this document.

- 3.** 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 the 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.
- 4.** 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 at any time during the period of the contract. No appeal will be entertained.
- 5.** 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. The 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.
- 6.** 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. The company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
- 7.** 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. The 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.
- 8.** Based on the contents of the RFQ, the selected bidder shall be required to independently arrive at a RFQ for Empanelment & Selection of Insurance company for Group Accident Policy (GPA for BGSSL Employees., which is suitable for the Company, after taking into consideration the efforts estimated for implementation of the same and the resource and the equipment requirements. The Company expressly stipulates the Vendor’s selection under this RFQ is on the express understanding that this RFQ contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The vendor shall be required to undertake such tasks, render requisite services, and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Company.
- 9.** Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFQ as excluded would form part of this RFQ, and the Bidder is expected to provide the same at no additional costs to the Company. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Company. The Company will not accept any plea from the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFQ.
- 10.** The Bidder will be required to fix any vulnerability in the RFQ for Appointment of insurance company for renewal of Group accident Policy for BGSSL employees. at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Company or can

be a finding of any internal or external audit conducted by the Company or its auditors on a periodic basis.

11. The Bidder has to size the RFQ for Selection of Appointment of insurance company for renewal of Group Accident Policy for BGSSL employees. covering services to ensure availability, scalability, redundancy, and performance of the RFQ for Empanelment & Selection of Appointment of insurance company for renewal of Group accident Policy for BGSSL employees., and to meet technical and functional requirements as per the terms of the RFQ within the timeframe prescribed by the Company.

12. The Bidder is completely responsible for the proposed RFQ for Selection of Appointment of insurance company for renewal of Group accident Policy for BGSSL employees to meet the scope and objectives of the RFQ and all addenda & corrigenda issued thereafter. The Company assumes no responsibility for assumptions made by the Bidder. In the event the proposed RFQ for Empanelment & Selection of Appointment of insurance company for renewal of Group accident Policy for BGSSL employees fails to meet the Service Level Agreement (SLA) (if applicable and stipulated in this RFQ) and the scope and objectives of the RFQ (and addendums), the Bidder will have to upgrade, modify or replace the RFQ of Appointment of insurance company for renewal of Group accident Policy for BGSSL employees at no additional cost to the Company.

13. The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The Company will not be responsible for any errors in the bid submitted by the Bidder.

14. Any assumptions, changes, deviations other than what is specified and accepted by the Company will not be considered for the purpose of this RFQ.

6.0 Additional Information

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

6.2 Numbering of Pages

All pages of the bid including brochures are to be numbered as Page no 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 the 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 as 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 02 – 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 & Dheeraj.agarwal@bgss.in

Pre-bid queries can be submitted in the format provided in Appendix 02 - Pre-Bid query format on the following email-ids: **vendormgmt@bgss.in & Dheeraj.agarwal@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 the company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by ‘the Bank/Company’.

- 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 bidders will be required to enter into an integrity pact with the Company as per the CVC guidelines. Kindly fill Appendix 03 Pre-Integrity Pact (on 300 Stamp paper)

6.7. Submission of Bids

1. Bids must be submitted/sent by email to vendormgmt@bgss.in , No Submission in Hard copy.
2. Technical & Commercial Bids must be sent to vendormgmt@bgss.in separately by E-mail before the due date.
3. Financial/Commercial Proposal must be sent in PDF format with Password protection. Passwords

will be shared during the virtual/Online meeting only.

4. The response should be submitted by 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.
5. The responses should not be submitted by post or by courier.
6. For all eligibility, technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 04 – Authorization letter format.
7. All the pages of RFQ are to be numbered and stamp & signed by an authorized signatory on behalf of the Firm. and sent with separate file.
 - (a) Technical and eligibility Bid
 - (b) Commercial Bid (Must be password Protected.)

Part I - Eligibility Bid & Technical 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.

The vendor needs to achieve a cut – **off score of 70 marks** in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short- listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids as mentioned in Annexure 1.

Part II – Commercial Bid

- In case the Company decides to go for Open bid process for commercial evaluation, the commercial bids will be opened in front of the bidders after the technical evaluation is complete. The date of opening of commercial bids will be intimated to the Bidders who have been evaluated for Technical Bid.
- The evaluation of the Commercial Bids as per the RFQ guidelines will be done subsequently.
- Post the completion of the detailed commercial evaluation the final ranking of the bidders will be announced.
- The vendor who achieves the required cut – off technical score as part of the technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on Total cost mentioned in Appendix 1 Commercial Bid.
- The placement of soft copy of commercial bid in eligibility bid or technical bid envelopes/sections will make the bid liable for rejection.

6.8. Overall Bid

1. The Bidder shall take care to submit the Bid properly filed so that the information sought is intact.
2. The price schedule shall be submitted in commercial Bid only.
3. The Bidder while furnishing the cost under the above heads must furnish the split-up cost particulars of all major components/line items under each head.
4. The rejection or acceptance of the bid will be done only after evaluation at the discretion of the Company.
5. During evaluation of the eligibility and technical bids, the 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.

6. The company will announce the list of bidders who qualify for technical evaluation and whose commercial bid will be considered for the commercial evaluation stage.

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 05 – 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 not be opened in the presence of Bidders' representatives who choose to attend as mentioned in section 3.1 – Important Details.
- The rejection or acceptance of the bid will be done only after evaluation at the discretion of the Company.
- During evaluation of the eligibility and technical bids, the 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.
- The company will announce the list of bidders who qualify for technical evaluation and whose commercial bid will be considered for the commercial evaluation stage.

2. Opening of Commercial bid

- In case the Company decides to go for Open bid process for commercial evaluation, the commercial bids will be opened in front of the bidders after the technical evaluation is complete. The date of opening of commercial bids will be intimated to the Bidders who have been evaluated for Technical Bid.
- The evaluation of the Commercial Bids as per the RFQ guidelines will be done subsequently.
- Post the completion of the detailed commercial evaluation the final ranking of the bidders will be announced.

7.0. Evaluation Methodology

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

Stage1: Eligibility cum Technical Bid

Stage 2: Commercial Bid

➤ 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 the Company will not entertain any correspondence in this regard.

7.1. Evaluation Methodology for Eligible Bidder

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

- Technical Bid Evaluation :- (The vendor needs to achieve a cut – off score of 70 marks)
- Commercial Bid Evaluation: -

7.2. Selection of Bid

The commercial bid of only those vendors who qualify in both technical and Eligibility will be considered. Further evaluation will be based on the lowest quote of premium mentioned in commercial bid, in line with the format mentioned in Appendix 1.

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

8.0. Terms & Conditions

A. 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 the Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFQ document issued the vendor responses will 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 bidder.

B. Indemnity

- The Selected bidder 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 bidder under this RFQ; and/or
 - any act of commission or omission, fraud, negligence, breach on the part the selected

bidder 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 bidder, against the company; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected bidder 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 bidder 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 bidder contained in this RFQ; and/or
- The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected bidder or its employees or sub- contractors under this RFQ/subsequent agreement. ☐ Loss of data due to selected bidder 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.
- A breach, non-performance, or inadequate performance by the selected bidder of any of the terms, conditions, covenants, representations, undertakings, obligations, or warranties under this RFQ or subsequent agreement.

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

The selected bidder 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 bidder in writing as soon as practicable when the Company becomes aware of the claim; and o Cooperates with the selected bidder in the defense and settlement of the claims.

C. 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.

D. 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. The company would execute a 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 by the Company shall also be subject to Regulator/Company inspection.

E. 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.

F. 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 representatives of the Company and shall provide all information/ documents required by the Company.

G. 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.

H. 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 the 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 endeavor to find a solution to the problem.
5. Notwithstanding the above, the decision of the Company shall be final and binding on the Selected Bidder.

I. 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 Gandhinagar-Gujarat will have the exclusive jurisdiction to determine the issues arising out of this RFQ.

J. 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.

K. Service Level Agreement and Non-Disclosure Agreement

The selected bidder shall execute:

- a) Service Level Agreement (SLA), which shall overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trademark, indemnity and terms and conditions of the services to be extended, effective date of such service level agreement, any other conditions as may be prescribed by the Company, etc. Scope of Services may be enhanced based on the Company's business needs on an ongoing basis.
- b) Non-Disclosure Agreement (NDA), the selected bidder shall execute the SLA and NDA within Fifteen days the date of acceptance of letter of appointment or on any other day as may be intimated by the Company in this regard.
- c) The stamp duty or any other associated charges to execute the above-mentioned document shall be borne by the successful bidder.

L. Liquidated Damages and Penalty

- I. The company expects that the selected bidder completes the scope of the project as mentioned within the timeframe specified. The 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. The 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. The 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. The 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 to the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Company.

M. 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.

N. Escalation Matrix:

The selected bidder will have to submit the escalation matrix of their organization along with complete contact details. During the tenure of the contract, the substitution of key staff identified for the assignment shall not be allowed, unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Company by providing other staff of the same level of qualifications and expertise.

O. 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 Company Secretary at cs@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

Annexure 01	Technical & Eligibility Bid
Appendix 01	Commercial Bid Form
Appendix 02	Pre-Bid query format
Appendix 03	Pre-Integrity Pact (On Rs. 300 Stamp Paper)
Appendix 04	Authorization letter
Appendix 05	Conformity letter