

Baroda Global Shared Services Ltd.
(A wholly owned subsidiary of Bank of Baroda)

Request for Quotation [RFQ]

For

Courier Services across India

BGSSL/RFQ/Admin/2022-23/02
Dated : 24th March 2023

Registered office:

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

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 "Courier services across India for document and parcel". It should not be reused or copied or used either partially or fully in any form.

Inviting quotes for “**Courier service across India for document and parcel**”

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 “Courier services for across India for documents and parcel” 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

S.N	Description	Details
1.	Tender Reference	BGSSL/RFQ/Admin/2022-23/02 Date: 24/03/2023
2.	Brief Description of the RFQ	RFQ for Courier service across India.
3.	Company’s Address for Communication and submission of Tender	Online Submission of Tender Baroda Global Shared Services Ltd.
4.	Cost of Tender documents (Non-Refundable)	NIL
5.	Earnest Money Deposit (EMD)	NIL

6.	Date of publishing the tender on Baroda Global Shared Services Ltd (BGSSL)'s website www.bgss.in	24/03/2023																		
7.	Last date for submitting queries for the Pre-bid Meeting	31/03/2023 before 15:00hrs IST																		
8.	Pre-Bid meeting /Venue	Pre- Bid meeting will be carried out on virtual basis with bidders who have submitted the queries to BGSSL e-mail ID Vendormgmt@bgss.in																		
9.	Last Date and Time for receipts of tender bids	07 th April 2023 at 15:00hrs IST																		
10.	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 call the participating bidders via email																		
11.	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	Mr. Mehul Sharma Baroda Global Shared Services Ltd. LL: 079-61800352 vendormgmt@bgss.in																		
13.	Online Submission	<p>Kindly submit documents online thru https://eauction.auctiontiger.net/EPROC/ For any queries while submitting kindly connect with</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Phone Number</th> <th>Email Id</th> </tr> </thead> <tbody> <tr> <td>Fahad Khan</td> <td>9904406300</td> <td>fahad@eptl.in</td> </tr> <tr> <td>Shaikh Nasruddin</td> <td>9510812960</td> <td>shaikh@eptl.in</td> </tr> <tr> <td>Hiral Purohit</td> <td>9510812971</td> <td>hiral.purohit@eptl.in</td> </tr> <tr> <td>Mubassera Mansuri</td> <td>7859800621</td> <td>mubassera@eptl.in</td> </tr> <tr> <td>Jay Vyas</td> <td>9265562819</td> <td>jay.v@eptl.in</td> </tr> </tbody> </table>	Name	Phone Number	Email Id	Fahad Khan	9904406300	fahad@eptl.in	Shaikh Nasruddin	9510812960	shaikh@eptl.in	Hiral Purohit	9510812971	hiral.purohit@eptl.in	Mubassera Mansuri	7859800621	mubassera@eptl.in	Jay Vyas	9265562819	jay.v@eptl.in
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All the RFQ details need to submit on online portal 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.

- d) Extend the time for submission of all proposals.
- e) Select the most responsive Bidder as deemed suitable.
- f) Share the information/ clarifications provided in response to the Terms of Reference/Rate for Quotation by any proposer, with any other proposer(s) /others, in any form.
- g) Cancel the Rate for Quotation at any stage, without assigning any reason whatsoever.
- h) Bidders will be selected basis techno-commercial (documents submitted) proposed.**
- i) 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.

Delivery of Documents and Packages

4.1. Project Scope -

Description of the envisaged scope is enumerated as under. 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.

- ❖ The work will be regarding courier and parcel service for inter branch, branch to customer and other relevant courier from all Offices of BGSSL & Bank of Baroda Pan India.
- ❖ Pickup will be same day on local and across India will be within 24Hrs from the time of intimation. BGSSL office wise segregation of bills to be provided for easy understanding. as per BGSSL requirements.
- ❖ Delivery will be strictly follow as per given/approved TAT.
- ❖ The content of courier/ parcel might include but not limited to important, urgent, and confidential documents, IT peripherals and other utility items. For which relevant documents will be provided by the sender, for eg. Invoice for IT peripherals, etc.
- ❖ It is Vendor's responsibility of reaching of document in utmost intact manner, with least chances of damage of the content of parcel/ courier.
- ❖ Vendor to make sure it is the daily process of sending resources for collection and delivery of courier from time to time with urgent couriers being sent with utmost priority.
- ❖ All consignments to be mandatorily given tracking numbers and updated through respective website on real time basis, with POD to be shared to Head office as and when required.
- ❖ Vendor is liable for any misuse of information through opened or damaged parcel received to the consignee.
- ❖ Vendor will have to ensure uninterrupted service during the period of selection for the purpose. Reputational loss due to failure of services and or acts of omission/commission, negligence, fraud by Vendor's staff/franchise will be on Vendor's part and recovered from the same.
- ❖ Rates to be inclusive of surcharge/fuel charge if any. Only GST will be payable extra as per Government rules.
- ❖ POD should be made available within two days of its request.
- ❖ Daily MIS for consignments picked up be provided on every Morning.

- ❖ Packing and insurance of IT peripherals to be done by courier agency and Courier Company will be responsible for the same.
- ❖ In case of any damage to the IT peripherals during transit period, BGSSL reserves the right to recover repairing cost/full price of the respective peripherals.
- ❖ Preference would be given to the agencies that can handle the entire business of all offices Pan India. Pickup from our all Area Offices situated all in India
- ❖ BGSSL will not be responsible for any delay for submission of quotations.
- ❖ Late/delayed quotations will not be considered under any circumstances.
- ❖ Payment of bills will be made through NEFT/RTGS/Cheques. Payment will be subject to TDS as per Government rules. Bills to be raised on monthly basis in the name of BGSS and submitted to corporate office –
Baroda Global Shared Services Ltd. - 27th Floor, Tower 1 Gift One, 5 C Road, Gift City, Gandhinagar, Gujarat 382355 Email - vendormgmt@bgss.in
- ❖ Financial quotes are required to be submitted including all cost with applicable GST as extra.
- ❖ BGSSL does not bind itself to accept the lowest quotations & reserves the right to accept the quotation in part or full. Furthermore BGSSL has right to reject any or all quotations without assigning any reason at any stage.
- ❖ Recovery for delayed delivery (beyond applicable TAT from pickup) will be made @ Re.10/- per packet per day basis discretion of BGSSL. For lost packet, double the cost of regeneration of document will be recovered. further penalty will be impose as per RFQ point no. 4.3
- ❖ Cost of wrong delivery should be delivery charges already paid, expenses incurred in further delivery, loss to the customer, loss to the company and inconvenience cost and Rs. 1000 over and above per case. Penalty should include wrong details of delivery submission, Delay in services, details not received within the TAT, not following SOP as well which will be Rs. 200 per case. further penalty will be impose as per RFQ point no. 4.3
- ❖ The term may be extended or agreement may be renewed by BGSSL subject to satisfactory performance and mutually agreed rate, terms & conditions at the time of renewal/extension.
- ❖ Company reserves the right to consider one or more courier for different segment of documents
- ❖ L1 vendor have to execute Service Level Agreement /agreement with extra clauses as above in addition to acceptance of offer letter.
- ❖ All SMS services should be implemented by Agency till consignment delivery.
- ❖ Special instruction for PRIORITY Delivery/Pick up/RTO should be attended IMMEDIATELY.
- ❖ Courier Franchisee also applied for said requirement with complete submission of all RFQ document. Franchisee certificate to be attached.
- ❖ The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFQ are made available from day one of the RFQ for Empanelment & Selection of Courier agency going live. Any new government/ regulatory requirements that impact the provided RFQ for Empanelment & Selection of Courier agency to the Company need to be incorporated as a feature upgrade or an enhancement or apatch and should be provided to the Company at no additional cost during the period of the contract.

4.2. Schedule of Delivery/Return/Updating In Case Of 2 Attempts

1. Confidentiality clause: - selected Bidder has to maintain complete confidentiality with regards

to the contents in courier and customer details.

2. Staff due diligence clause: - The Selected bidder should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of academic/other credentials including police verification wherever necessary. The Selected bidder will put in place systems to ensure that the resources are not changed frequently for its internal reasons.
3. BGSSL reserves the right to seek replacement of any staff whose performance / conduct is not satisfactory or their continuation affects the reputation of the Bank. In all such cases, the selected bidder shall replace the resource.
4. Preserve and protect the security and confidentiality of customer information clause.
5. MIS submission as per the company requirement.
6. Notifying BGSSL immediately in the event of breach of security breaches and leakage of confidential customer related information

4.3. SLA Penalty Calculation –

In case of material/document being stolen /mis-placed/damaged – inconvenience cost Rs. 1000 per case.

For Documents - Loss of general documents/courier will be penalized for Rs 200/- or actual price of material upon confirmation from concerned BGSSL admin in charge.

For Parcel – Declared cost on POD or Invoice value would be penalized to the bidders, (in that case insurance must be taken for parcel & for the same mandatory quote for insurance to be provided separately on commercial Bid)

4.4. Contract Period

The Services required to be rendered under this RFQ shall be initially for a term of 3 years from the date of execution of the Service Level Agreement or such any other date that may be communicated by the Company in writing. Such Service Level Agreement shall have further terms pertaining to the termination, renewal and extension of the Services of the selected bidder.

4.5. Licenses/Courier Registration.

- Bidders need to have all necessary licenses and registration related to courier services.
- If Franchisee is participant in this RFQ necessary/authorized franchisee licenses letter need to be submitted.
- 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 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 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. 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 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

1. 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. 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 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 any time during the period of 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. 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. 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. 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 Courier agency, 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 of 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 Selection of Courier agency 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 Courier agency covering services to ensure availability, scalability, redundancy and performance of the RFQ for Empanelment & Selection of Courier agency, 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 Courier agency 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 Courier agency 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 n of Courier agency 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 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.

6.2 Numbering of Pages

All pages of the bid including brochures are to be numbered as Page no in a serialim 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 04 – 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

Pre-bid queries can be submitted in the format provided in Appendix 04 - Pre Bid query format on the following email-ids: 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/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 07 Pre-Integrity Pact

6.7. Submission of Bids

1. Bids must be submitted online through Procure Tiger <https://eauction.auctiontiger.net/EPROC>. No Submission in Hard copy.
2. 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.

3. The responses should not be submitted by post or by courier.
4. 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 03 – Authorization letter format.

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 60 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 & Appendix 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 would be done subsequently.
- Post the completion of the detailed commercial evaluation the final ranking of the bidders would be announced.
- The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on Total cost mentioned in Appendix 2 Bill of material /Commercial Bid

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.

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 06 – 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 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 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 would be done subsequently.
- Post the completion of the detailed commercial evaluation the final ranking of the bidders would 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 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 60 marks)
- Commercial Bid Evaluation:- (Who has achieved a cut off score (60 marks) only those commercial bid will be opened. and contract to awarded to L1 (Lowest quoted commercial Basis)

The Company may in its absolute discretion engage in discussion or negotiation with L1 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.

BGSSL reserves the right of splitting the quantities between the L1, L2, and L3 in the ratio to be decided by BGSSL, provided L2 and L3 agrees to match the price quoted by L1 and agrees to all the conditions of the RFQ.

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 30 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 bidder.

9.2. 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, wilful 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 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 initiate discussions regarding such employment without any direct or indirect solicitation by the other party;

or

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 endeavor 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 Gandhinagar-Gujarat 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 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, trade mark, 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 at 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.

9.13. Liquidated Damages

a) Liquidated Damages and penalty

- I. Company expects that the selected bidder complete 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. 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 same level of qualifications and expertise.

9.16. 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

List of Annexures:

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