

Annexures
For
Supply, Implementation and Installation of IT Infrastructure at
GIFT City Gandhinagar and Jogeshwari , Mumbai.

ANNEXURE-I
TENDER COVERING LETTER

To
The Managing Director & CEO
Baroda Global Shared Services Ltd
21st Floor, GIFT Tower One,
GIFT City, Gandhinagar,
Gujarat-382355.

Dear Sir,

Sub: RFP for “Supply, Implementation and Installation of IT Infrastructure at BGSSL, GIFT City, Gandhinagar and Jogeshwari, Mumbai (BGSS)” - **Tender Ref No.**_____ **dated**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Implementation and Installation of IT Infrastructure at BGSSL, GIFT City, Gandhinagar and Jogeshwari, Mumbai forming Technical as well as Commercial Bids being parts of the above referred Bid.

Further we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Baroda Global Shared Services Ltd (BGSS) any time before expiry of 180 days.

Baroda Global Shared Services Ltd (BGSS)’s purchase order together with RFP and addendum, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that The Baroda Global Shared Services Ltd (BGSS) is not bound to accept the lowest or any offer the Baroda Global Shared Services Ltd (BGSS) may receive. We also certify that we are not blacklisted / banned by any Public Sector Bank/PSU/GOI Department at the time of bid submission.

Dated this ___ day of _____, 2018

Yours sincerely,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

ANNEXURE - II
BIDDER'S GENERAL INFORMATION

Sr.	Information required	Information to be filled by the bidder		
1.	Name of the bidder			
2.	Year of starting operations			
3.	Constitution of the bidder, i.e., Limited Company, Private Limited Company, Partnership, Sole Proprietorship, or any other type			
4.	Bidder's registered address			
5.	Bidder's corporate address			
6.	Name(s) of partner(s)/Director(s), if applicable			
7.	Address(es) of Director(s), partner(s) / if applicable			
8.	Name(s) of the authorized executive(s)			
9.	E-mail address(es) of authorized representative(s)			
10.	Phone nos. of authorized representative(s)			
11.	Fax nos. of authorized representative(s)			
		During FY 2015-16 (Audited)	During FY 2016-17 (Audited)	During FY 2017-18 (Audited/CA Certified)
12.	Net Profit (₹ In crore)			
13.	Total Turnover (₹ In crore)			
14.	No. of support centres			

Date:

Signature of Authorized Signatory.....

Place:

Name of the Authorized Signatory.....

Designation:

Name of the Organization

ANNEXURE III
Compliance to Minimum Eligibility Criteria

Sr.No	Eligibility Criteria	Compliance (Y/N)
EC-1	The Bidder should be a registered company/firm in India	
EC-2	The bidder should have a minimum turnover of Rs. 75 lacs per year during last three financial years.	
EC-3	The bidder should be reputed IT company having existence in India for at least five years as on 31.03.2018	
EC-4	The Bidder must have positive net worth in last financial year (i.e. FY 2017-18)	
EC-5	Products offered (IT Infrastructure) should be successfully running in at least one Scheduled Commercial Bank (Baroda Global Shared Services Ltd (BGSS)) in India for the last one year at least.	
EC-6	The Bidder should not be banned by any Bank/PSU/GOI Department/ Indian Financial Institutions as on date of submission of bid.	
EC-7	Bidder must have its own minimum one support / service locations at Mumbai / Ahmedabad or Gandhinagar In case bidder is not having support centre / service location, bidder should give undertaking to open the support centre within 1 month of award of tender.	

Date:

Signature of Authorized Signatory.....

Place:

Name of the Authorized Signatory.....

Designation:

Name of the Organization

DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree that:-

1. The Baroda Global Shared Services Ltd (BGSSL) is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Baroda Global Shared Services Ltd (BGSS) to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, I/ We are to be jointly and severally responsible for the due performance of the contract.
4. The Baroda Global Shared Services Ltd (BGSS) may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Baroda Global Shared Services Ltd (BGSS)'s decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.
5. We undertake to give a service commitment along with availability of spare parts for at least seven years.
6. We undertake that Components will have to be installed at respective sites. Proper service/support centre(s) will be provided by our qualified service engineers and wherever found necessary service/support will be set-up in close proximity to these sites.

Name of person Authorized to sign	
Mobile No.	
Email	

Date:

Place :

Official Stamp:

SIGNATURE OF AUTHORISED SIGNATORY

Annexure IV
Manufacturer's / Developer's Authorization Form (MAF / DAF)

(To be filled for software application/hardware/system software/RDBMS/any other suits, whatsoever applicable separately)

No. _____ dated _____

To
The Managing Director & CEO
Baroda Global Shared Services Ltd
21st Floor, GIFT Tower One,
GIFT City, Gandhinagar,
Gujarat-382355.

Dear Sir / Madam,

Tender Reference No _____
We _____ who are established and reputed manufacturer / developer of _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the supply, installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully,
(Name)
For and on behalf of
M/s _____ (Name of manufacturer/Developer)

Note: This letter of authority should be on the letterhead of the manufacturer(s)/developer(s) and should be signed by a competent person representing the manufacturer/developer.

ANNEXURE V
ACCEPTANCE/COMPLIANCE CERTIFICATE

Acceptance of all Terms and Conditions including scope of work and technical specifications

We here by undertake and agree to abide by all the terms and conditions stipulated by the Baroda Global Shared Services Ltd (BGSS) in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Signature:
Seal of company

We certify that the Hardware/ Software/ Services offered by us for tender conform to the specifications stipulated by you with the following deviations

List of deviations

- 1)
- 2)
- 3)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature:
Seal of company

ANNEXURE VI

SERVICE SUPPORT CENTERS DETAILS

Sr. No.	Location			Status of Office Working days & hours	No. of Maintenance Engineers	
	Address	Office Tele./fax Number	Name of contact Person with contact number			

Signature and Seal of Bidder

ANNEXURE VII

DETAIL OF PERFORMANCE DURING LAST 5 YEARS

NAME OF BIDDER: _____

Order Placed by (Full Address of Purchaser)	Order No. and Date	Description	Value of Order	Date of Completion		Remark (reason for late delivery)	Performance (Attach certificate from client)
				As per contract	Actual		

Signature and Seal of Bidder

**ANNEXURE VIII
EVALUATION & AWARD CRITERIA**

Total Marks = 80

In the first stage, only **TECHNICAL BID** will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders who satisfy the technical requirements as determined by BGSSL, shall qualify for the **COMMERCIAL BID evaluation**.

Important Note: A copy of Bill of Material (without any cost detail) must be submitted along with Technical proposal.

Technical Bid Evaluation: Minimum Technical score required is 40. Any bidder who scores less 40 will not be considered for commercial evaluation.

The technical bid evaluation shall be done based on the following criteria.

During the technical evaluation stage each bidder shall be assigned different marks out of total 80 marks, as per the criteria specified below:

1. Quality / Satisfactory report from the valuable customers where the products quoted are currently running.

1.1	2 or Organizations more but less than 3 Organizations	05 Marks	Customer Review /Satisfactory services to be provided.
1.2	3 Organizations or more but less than 5 Organizations	10 Marks	
1.3	5 Organizations or more but less than 7 Organizations	15 Marks	
1.4	7 Organizations or more	25 Marks	

2. Past experience in providing products of similar nature in government Organizations (including PSUs/PSBs/Cooperative Banks).

2.1	2 Govt. Organizations or more but less than 5 Organizations	10 Marks	Valid copies of PO to be attached.
2.2	5 Govt. Organizations or more but less than 7 Organizations	15 Marks	
2.3	More than 7 Organizations	25 Marks	

3. Average Annual Turnover of company in last three financial years.

3.1	Equal to 10 Crore	05 Marks	CA Certificate / auditors certificate needs to be submitted.
3.2	10 Crore to 15 Crore	10 Marks	
3.3	15 Crore to 30 Crore	12 Marks	
3.4	More than 30 Crore	15 Marks	

4. Overall Technical staff strength qualified for the offered product for service support. Necessary documentary proof must be furnished, regarding the availability of them with the Company as on 31st March 2018.

4.1	5 to 10	02 Marks	Declaration from HR, Undertaking regarding the availability on the rolls of vendor. with an experience between 5-10 yrs. of experience
4.2	10 to 15	05 Marks	
4.3	15 to 20	07 Marks	
4.4	20 and above	10 Marks	

Note: Minimum Technical score is 40. Any bidder who scores less 40 will not be considered for commercial evaluation.

**ANNEXURE IX
ESCALATION MATRIX**

Ref: BGSSL Tender No. _____

(Starting from the person authorized to make commitments to BGSSL till the person in rank of CEO / VP)

Name	Organization	Designation	Mobile	Phone	Email address

Any changes in the Designations / Contact Persons BGSSL need to be informed immediately.

Thanking you,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

ANNEXURE X
DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK
(To be submitted on Vendor's letter head

To
The Managing Director & CEO
Baroda Global Shared Services Ltd
21st Floor, GIFT Tower One,
GIFT City, Gandhinagar,
Gujarat-382355.

Dear Sir/Madam,

Ref: BGSSL Tender No. _____

REG: Acceptance of the Terms and Conditions and Scope of work

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, BGSSL has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm, having accepted BGSSL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of vendors for providing _____services.

We also acknowledge the information that this response of our Company for BGSSL's RFP process is valid for a period of, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document read with our suggestions/ comments in our proposal.

Yours faithfully,

(Signature of the Bidder)
Printed Name Designation
Date:

Business Address:

ANNEXURE XI
CONFIDENTIALLY AGREEMENT

(To be submitted on Vendor's letter head)

Ref: BGSSL Tender No. _____

The undersigned, a duly authorized officer of _____, does hereby represent, warrant and agree to the following statement:

Subject to confidentiality exclusions, all financial, statistical, personal, technical or other data or programs and information relating to the BGSSL's operation which are designated confidential by BGSSL and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

ANNEXURE XII
HARDWARE DETAILS
(BILL OF MATERIAL)

S. No.	Details of Hardware Required - with Configurations (Refer Annexure 13)	Qty Required	Proposed Model No. with part code	Unit Price	Total Price(Rs.)	Remarks , if any
1	Firewall	4				
2	NAS (Network Attached Storage)	2				
3	Network Switch	4				
4	Scanner	2				
5	Server Rack Model	2				
6	Windows CAL (Client Access License)	150				
7	Win Server License	2				
8	End Point Protection (Anti-Virus)	150				
9	Desktop PCs	95				
10	(MFP) Multi-Function Printer	2				
11	Laptop	3				
12	Tele-Calling CRM Application	1				

Note:

- All costs must be in Indian Rupees Only
- The Vendor should fine tune the bill of material format to accommodate all the hardware and software items required if any.
- Prices for any optional services, if any, should be quoted separately (will be added to TCO).
- A copy of Bill of Material (without any cost detail) must be submitted along with Technical proposal.
- Any recurring costs must be clearly indicated with the commercial bid

The Bidder should also specify the lifetime of hardware and should avoid offering solution which has already reached End of Life (EOL)/End of Support (EOS). The Bidder must guarantee that all offered equipment's delivered are brand new. Further all related software to be supplied/delivered and installed must be of latest version

**ANNEXURE XIII
TECHNICAL REQUIREMENT**

Detailed Draft Specification of IT Infrastructure			
	Make & Model		
	Descriptions		Compliance (Y/N)
1	Firewall	SONICWALL TZ 500 Promotional Tradeup with 3 Year AGSS - 'Commercial under' 3 & Free Sonicwall offer' - Advance Gateway Security Suite - Firewall, VPN, ISP Load Balancing & Failover, Bandwidth Management & QoS, Authentication, AD Integration, User Management, Static & Dynamic Routing, Gateway Anti Virus, Anti Malware, Web & URL Filtering, Application Control, IDS, IPS, DDos Protection, Botnet Filtering, DPI SSL (Encrypted Traffic Inspection for Threats protection), Ransome Protection 24x7 SonicWALL TAC	
2	NAS (Network Attached Storage)	<ul style="list-style-type: none"> • Synology NAS Storage DS918+ • 4GB Ram • Bay • RAID5 • Seagate 2TB Enterprise HDD x 3 	
3	Network Switch	<ul style="list-style-type: none"> • Dell Networking N1548 • 48x 1Gbe and 4x10Gbe SFP + fixed Ports, • Stacking, • IO to PSU airflow • AC • 3 Yrs. Pro-Support & Mission Critical/ 24x7 4Hr Onsite 	
4	Scanner	<ul style="list-style-type: none"> • Canon High Speed Scanner - M160II • Auto sheet feeder • Scan size: A4 & Legal size • Speed: up to 60ppm / 120ipm (2-sided) • ADF • Daily Duty Cycle - 7000 pages per day 	
5	Server Rack Model	<ul style="list-style-type: none"> • Dell - Intel® Xeon® Silver 4110 Processor (11M Cache, 2.10 GHz) , • 16 DIMMS • 1X16 GB DDR4 • 8LFF (3.5inch) Hot Plug SAS/SATA • 1X600GB SAS (2.5 inch with 3.5 inch carrier) 10K RPM upto 8x3.5" LFF • RAID 0,1,5 (H730p) + 2GB cache 	

		<ul style="list-style-type: none"> • DVD Writer • 2XRPS inbuilt (750W) • 3 Yrs. Pro-Support & Mission Critical/ 24x7 4Hr Onsite • Intel Xeon Silver 4110 2.1G, 12C/24T, 9.6GT/s, 11M Cache, Turbo, HT (85W) DDR4-2400 CK - 1 No • Kit - Heat Sink for 2nd CPU, x8/x12 Chassis, R540 - 1 No • 16GB RDIMM, 2666MT/s, Dual Rank,CK - 4 Nos • 600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR,CK - 6 Nos • VMWare Software with Enterprise License 	
6	Windows CAL (Client Access License)	WinSvrSTD Core 2019 SNGL OLP NL DVCCAL	
7	Win Server License	WinSvrSTD Core 2019 SNGL OLP 16Lic CoreLic	
8	End Point Protection (Anti-Virus)	McAfee or Symantec Anti-Virus software with 3 Years Subscription	
9	Desktop PCs	<ul style="list-style-type: none"> • Enterprise Version Desktops • i3 Processor • 4 GB DDR4 • 500 GB HDD • Windows 10 Professional • 19.5 Inches Monitor – 2 Nos • Keyboard • Mouse & Mouse Pad • VGA / HDMI Adaptor to connect 2nd Monitor 	
10	(MFP) Multi-Function Printer	<p>Laser Jet MFP with</p> <ul style="list-style-type: none"> • Print & Scan • 40PPM • 1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network; 1 Wireless 802.11b/g/n; Easy-access • Standard (built-in Ethernet, Wi-Fi) [Operates as both an AP (with Wi-Fi Direct) and STA] • USB printing 	
11	Laptop	<p>Business Series Laptops</p> <ul style="list-style-type: none"> • i5 Processor • 8 GB DDR4 	

		<ul style="list-style-type: none"> • 1 TB HDD • Windows 10 Professional • 14 Inches Screen • Mouse • Laptop Bag 	
12	Tele-Calling CRM Application	Web Based Contact Centre Solution <ul style="list-style-type: none"> • Browser based WebRTC endpoint for agents • Application License for 20-30 users • SIP-compliant endpoint • customized IVR • Voicemail • Call forwarding • ACD • Recording • Live monitoring or barge-in • Various kind of reports, analytic tool etc., • 24/7 Support helpdesk • Application Server on rent • Telephones with Headsets (optional – Soft Phone) 	

Instructions for filling up Compliance Matrix for Technical Requirement

The Technical compliance sheet provides a detailed list of identified requirements and specifications. The bidder should indicate against the requirement in the compliance column the following codes (as detailed in the following Table 1 – Degree of Compliance) to indicate the extent to which their proposals comply with the requirements. Bidder should also fill the details of proposed hardware and provide the necessary information.

Table 1: Degree of compliance	
Response Code	Code Description
Y	Proposed product complies with the specification mentioned
N	Proposed product does not comply with the specification mentioned

General Guidelines for filling Compliance Matrix

1. Any compliance response other than “Y” will be deemed to have been answered with “N”

response.

2. Reference to detailed explanations should be specified with the document number, the particular section and the page number of the response document.

The offered product within the scope of this RFP may have some features not contained in the above matrices. Bidder may provide these details separately. These will not be part of above evaluation criteria.

ANNEXURE XIV

Performa for the Baroda Global Shared Services Ltd (BGSS) Guarantee for Earnest Money Deposit

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee #

Date:_____

The Managing Director & CEO
Baroda Global Shared Services Ltd.
Baroda Sun Tower
Mumbai

Dear Sir,

In accordance with your bid reference No._____ Dated _____ M/s _____ having its registered office at _____ herein after called "bidder") wishes to participate in the said bid for _____. An irrevocable Financial Bank Guarantee (issued by a Nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ (Rs. _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Baroda Global Shared Services Ltd (BGSS) (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Baroda Global Shared Services Ltd (BGSS) Guarantee against Earnest Money Deposit (EMD) amounting to Rs. _____ (Rupees_) valid up to _____. We, the _____ (Name of Baroda Global Shared Services Ltd (BGSS)) _____ (Address of Baroda Global Shared Services Ltd (BGSS)) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Baroda Global Shared Services Ltd., the amount Rs. _____ (Rupees_ _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____.

If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Bank, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs. _____(Rupees _____).

This Bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before _____before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____Day of _____2019 at _____.

Name of signatory Designation Bank Common Seal

ANNEXURE-XV

FORMAT OF PERFORMANCE BANK GUARANTEE

Tender Reference No: _____ Date _____

To
The Managing Director & CEO Baroda
Global Shared Services Ltd
21st Floor, GIFT Tower One,
GIFT City, Gandhinagar,
Gujarat-382355.

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated.....(hereinafter referred to as RFP, issued by Baroda Global Shared Services Ltd (BGSS), Baroda Sun Tower, Mumbai in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor for.....vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon Vendor to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent toof the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

3. WHEREAS Vendor has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of terms and conditions thereof. We,.....Bank a body corporate constituted underhaving its Head office at (give full address) and a branch inter-alia at..... India at the request of... do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of of any of the terms and conditions of the Contract and in the event of..... committing any default or defaults in carrying out any of the work or discharging any obligation under the said

Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part of.....of their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to plus 3 (three) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against the and either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond(date) unless expressly agreed to by us in writing.

7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of

8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.

9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims against from time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

11. This Guarantee shall not be affected by any change in the constitution of _____ or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or

amalgamated company or concern. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.

13. We have the power to issue this Bank Guarantee in Baroda Global Shared Services Ltd (BGSS)'s favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

14. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).

15. Not with standing anything contained herein above;

i) Our liability under this Guarantee shall not exceed
Rs _____ (Rupees _____ only)

ii) This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 3 (three) months and including the date _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2019.

**Signature and Seal of Guarantors
Vendor's Bank**

ANNEXURE XVI

Pre-bid query format (to be submitted in MS- excel format)

Sr. No.	Bidder name	Page No	Clause number	Clause	Question	Remark

ANNEXURE XVII
FORMAT OF NON - DISCLOSURE AGREEMENT (NDA)

This Agreement made at _____, on this _____ day of 2018.

BETWEEN

_____ a company/ firm incorporated under _____ having its registered office at (hereinafter referred to as “ ” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

_____, a body corporate constituted under _____ and having its registered Office at _____ (hereinafter referred to as “ ” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

And “ ” are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose. Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the

possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Nondisclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of nondisclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such

Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph. This obligation shall be subject to the exception under clause 4.
7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. Entire Agreement, Amendment, and Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. General: The Receiving Party shall not reverse engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of
Bidder/Vendor
Name of Authorized signatory:

Designation:

For and on behalf of
Baroda Global Shared Services Ltd (BGSSL)
Name of Authorized signatory:

Designation

CHECKLIST AS PER ANNEXURE XVIII

S.No.	Documents	Attached with Bid [Y/N]	Page Numbers	
			From	To
1	Tender Covering Letter as per Annexure I			
2	Bidder's General Information Annexure II			
3	Compliance to Minimum Eligibility Criteria as per Annexure III (please ensure that all related documents to Minimum Eligibility criteria have been attached)			
4	Manufacturer's / Developer's Authorization Form (MAF / DAF) Annexure IV			
5	Acceptance of the terms and conditions of RFP and Technical Specifications (compliance Statement as per Annexure V)			
6	Service Support Centers Detail as per Annexure VI			
7	Performance Statement as per Annexure VII			
8	Evaluation & Award Criteria Annexure VIII			
9	Escalation Matrix Annexure IX			
10	Declaration For Acceptance Of Scope of Work Annexure X			
11	Confidentially Agreement Annexure XI			
12	Hardware Details (Bill of Material) Annexure XII			
13	Technical Requirement Annexure XIII			
14	Performa for the Baroda Global Shared Services Ltd (BGSS) Guarantee for Earnest Money Deposit Annexure XIV			
15	Format of Performance Bank Guarantee Annexure XV			
16	Pre-bid query format (to be submitted in MS- excel format) Annexure XVI			
17	Format Of Non - Disclosure Agreement (NDA) Annexure XVII			
18	DD/pay order of Rs. 1,000/- payable to Baroda Global Shared Services Ltd (BGSS) toward cost of Tender Document (Please mention the tender name with year and company name at the back of DD/Pay order.)			
19	Copy of Power of Attorney authorizing official for signing the Bid			
20	Undertaking from bidder and OEM certifying that all the components, parts, assembly, license etc used are new and original.			
21	Any other document indicating the feature of the product.			
22	Check list as per Annexure XVIII			

