

# Software Technology Parks of India



**Comprehensive Annual Maintenance Contract for  
2 Nos. of 20 KVA Online UPS Installed at STPI-Surat**

(Tender No: STPIG/PUR/QUO/19-20/04 dated 01/11/2019)

**SOFTWARE TECHNOLOGY PARKS OF INDIA**  
(Ministry of Electronics & Information Technology, Government of India)  
9<sup>th</sup>Floor, GIFT One Tower, GIFT City, Gandhinagar (Gujarat) - 382355  
Phone: +91-79-66748531 / 32, Fax: +91-79-66748533  
Website: [www.gnr.stpi.in](http://www.gnr.stpi.in)

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### NOTICE INVITING e-TENDER

<b>Subject</b>	Comprehensive Annual Maintenance Contract for 2 nos. of 20 KVA Online UPS Installed at STPI Surat
<b>Tender No. &amp; Date</b>	STPIG/PUR/QUO/19-20/04 dated 01/11/2019
<b>Date of Tender Publication</b>	02/11/2019 at 09:00 Hrs.
<b>Bid Submission Start Date</b>	02/11/2019, 09:00 Hrs.
<b>Bid Submission End Date</b>	13/11/2019, 15:00 Hrs.
<b>Date &amp; Time for Technical Bid Opening</b>	14/11/2019, 15:00 Hrs. at STPI-Gandhinagar
<b>Date &amp; Time for opening of Financial Bids</b>	To be Conveyed Separately
<b>Validity of Bids</b>	90 Days from the bid submission end date

Software Technology Parks of India (STPI), Gandhinagar invites limited Tender under two-bid system (Technical bid and Financial bid) from vendors fulfilling the eligibility requirements as mentioned in tender document for the Comprehensive Annual Maintenance Contract for 2 nos. of 20 KVA Online UPS (3 Phase input & output) Installed at STPI-Surat as mentioned in **Annexure-A** of the Tender document.

EMD/Bid security for an amount of Rs. 2,000/- (Rupees Two Thousand only) as per Annexure-F to be enclosed with technical bid. The EMD/Bid security should be deposited through RTGS/NEFT, in favor of STPI, Gandhinagar. Bank details mentioned below:-

Bank Name	Bank of India
SB Account No.	202010100015773
Branch	GIFT City, Gandhinagar, Gujarat
IFS Code	BKID0002121

#### IMPORTANT NOTE:

- 1) Tender document may be download from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> and [www.gnr.stpi.in](http://www.gnr.stpi.in) from **02/11/2019 at 09:00 Hrs to 13/11/2019 at 15:00 Hrs.** Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure - G regarding 'Instructions for online Bid Submission'**.
- 2) Bidder can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.



- 4) EMD must be submitted on or before bid submission closing time as mentioned in the tender document/corrigendum at STPI Gandhinagar failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money Deposit in Technical Bid while submitting the bids online. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash /cheque.
- 5) The bidders those who have registered with NSIC/MSEs shall be exempted for submission of EMD. However, the bidder shall submit the certificate for availing such exemptions. Copy of the certificate should be submitted along with the tender document in Technical Bid through online mode only, failing which offer may be liable for rejection of the bids.
- 6) STPI -Gandhinagar may extend the deadline for submission of bids by amending the bid documents. This will be suitably notified in the websites [www.gnr.stpi.in](http://www.gnr.stpi.in) and <https://www.eprocure.gov.in/eprocure/app>.
- 7) Corrigendum/addendum, if any, will be published only in the referred websites and separate communication will not be sent for the same. Bidder are therefore, requested to visit the referred websites regularly to keep themselves updated.
- 8) Last Date and Time for submission of Tender is **13/11/2019 at 15:00 Hrs.**

Dikson J. Christian  
(Admin. Officer)

## 1.0 SCOPE OF THE WORK:

Comprehensive Annual Maintenance Contract for 2 nos. of 20 KVA Online UPS (3 Phase input & output) installed at STPI-Surat, FP: 27, TP: 22, Jiav-Budia Road, Nr. Someshwar Society, Bhestan, Surat - 395023. The details of system that are proposed to be covered under AMC are given in **Annexure-A**.

The terms 'System' shall mean and include 2 nos. of 20 KVA Online UPS (3 Phase input & output) for which comprehensive annual maintenance services have to be provided by the Bidder under the Contract.

### SERVICES WILL INCLUDE:

- i. Preventive Maintenance: Preventive maintenance services are required to be taken up by the Bidder on quarterly basis. The Bidder has to inform the schedule of preventive maintenance at least 3 days before schedule time. Preventive maintenance consisting inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc. bidder has to complete as per the schedule.
- ii. If the preventive maintenance is not carried out during any quarter, charges for that quarter will not be paid.
- iii. Breakdown Maintenance: The Bidder has to carry out Corrective Maintenance Services as and when required upon receiving information of any fault in the equipment covered under the contract. The Bidder shall carry out troubleshooting & repair/replacement of faulty equipment parts as and when required in co-ordination with the STPI. Any repair/replacement required would have to be intimated well in advance.
- iii. The inspection, operational test and full function tests of the equipments installed will be done and service report on the functionality of the equipments installed with suggestion for improvements & upgrades, if any, shall be carried out during the inspection/service visit.
- iv. Maintain an adequate inventory of Spare Parts for the equipment under AMC. All materials shall be from approved manufacturers and shall be suitable for the performance of their respective functions.
- v. The Annual Maintenance Contract shall be comprehensive in nature and shall include servicing and repairs/fixing replacement of all components and parts of the system. The term Maintenance shall also include cost of all parts/repairs/replacements necessary for the proper functioning of the aforesaid systems. No Extra charges for any wear and tear/spare parts etc. shall be made by STPI.
- vi. Bidder needs to submit reports of complaints logged, periodic inspection etc.
- vii. The bidder would provide services for maintaining and attending complaints during seven days a week.

- viii. Break-down calls will be Unlimited & would be attended same day, otherwise next day, if the complaint lodged in late hours, but in any case the complaint must be attended within 24 hours from the time of lodge of complaint.
- ix. In substitution of the faulty equipment/ parts, the Bidder must provide standby equipment/ parts of similar configuration and in working condition without any extra charges till faulty equipment/ parts get serviced from authorized service centers of manufacturer to ensure trouble free service. In case of non-availability, the replacement with higher version without additional cost will be done by bidder.
- x. It shall be the responsibility of the bidder to make the system work satisfactory throughout the contract period and also to handover the system to this office in working condition on the expiry of this contract.



## 2. TECHNICAL QUALIFYING CRITERIA:

- 2.0 The bidder should be a registered company under Companies Act, 1956 /Proprietor/Partnership (Copy of PAN/GST registration/ROC etc.).
- 2.1 The bidder should have average annual turnover of minimum Rs. 2 Lacs in the last three financial years. CA certified annual report for last three financial years to be furnished. (Provisional Certificate from CA in case Annual audit report not available).
- 2.2 Bidder should have executed/completed at least 3 work orders of similar services (Not less than Rs. 0.40 Lacs) during last three financial years out of which 1 must be of Central Govt./State Govt./Autonomous Body/PSU/Nationalized Banks. Copies of work orders and completion/performance certificate issued by Competent Authority to be furnished along with the bid.
- 2.3 Technical Competence of the bidder will be judged by the committee which will be based on the completion/performance certificate(s) provided by the bidder.
- 2.4 The bidder should not have been banned/de-listed/ black listed/ de-barred from business by any Govt. Department/PSU/Autonomous Body during last three financial years. Self-declaration in this regard is to be submitted by the bidder as per Annexure-E.
- 2.5 Bidder should submit copy of GST registration No.(if applicable) and PAN Card.
- 2.6 Bidder should give undertaking to take AMC for the system listed in Annexure-A.
- 2.7 Bidder should have office/presence in Surat or nearby area from where services have to be provided. Office addresses declaration to be furnished.
- 2.8 The bidder should provide escalation matrix for effective use of complaint redressal/fault repair maintenance system.

## 3. PERIOD OF VALIDITY OF BIDS:

- 3.1 Bid shall remain valid for 90 days from the bid submission end date prescribed by STPI. A bid valid for a shorter period shall be rejected by the STPI as non-responsive.
- 3.2 In exceptional circumstances, the STPI may request in writing the bidder's unconditional consent for extension(s) to the period of bid validity. The bidder accepting the request and granting extension will not be permitted to modify his bid.

## 4. BID SECURITY/EMD:

- 4.1 The bidder shall furnish, as part of the bid, a bid security in the form of RTGS/NEFT for Rs.2,000/- (Rupees Two Thousand Only). EMD forwarding letter as per Annexure-F to be enclosed with technical bid.



- 4.2 The bid security is required to protect the STPI against the risk of bidder's conduct, which would warrant the forfeiture of the security.
- 4.3 Only those bidders who submit requisite EMD shall be considered for evaluation of their bids.
- 4.4 The bidders those who have registered with NSIC/MSEs shall be exempted for submission of EMD. However, the bidder shall submit the certificate for availing such exemptions. Copy of the certificate should be submitted along with the tender document in Technical Bid through online mode only, failing which offer may be liable for rejection of the bids.
- 4.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the work order and furnishing the performance security.
- 4.6 The EMD/bid security of the unsuccessful bidder will be returned within 30 days after finalization of tender and bears no interest.
- 4.7 The bid security shall be forfeited:
  - a) If a bidder withdraws his bid during the process of finalization of tender or
  - b) In the case of a successful bidder, if the bidder fails to accept the contract within 10 days of issue of work order and furnish performance security.

## 5. BIDDING PROCESS:

- 5.1 The bid must be submitted online at CPP eProcurement Portal (<https://eprocure.gov.in/eprocure/app>) along with all supporting documents & annexure using English Language and international numerals.
- 5.2 Offers through Email / Fax, etc and open offers shall not be accepted. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected.
- 5.3 STPI may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole.
- 5.4 Alterations, if any, in the proposal should be attested by the tenderer, failing which the tender is liable to be rejected.
- 5.5 The interested Bidders would be required to submit its bid online in Two-Bid Format, viz. Technical and Financial Bids along with Bid Security.

**Technical Bid:** All the documents are to be merged in sequence as pages in one PDF file and to be uploaded in relevant section in e-Procurement portal. Filled Annexure-C with page number mentioned should be placed before the technical bid documents.

All submitted documents should be signed and stamped by the authorized signatory of the bidder. All declarations/undertakings should be on the organization's letterhead. Non submission of complete documents and in specified format may result in rejection of the bid.

Bid once submitted shall not allow being withdrawn. Any default after acceptance of bid shall be deemed to be non compliance to the terms of contract.



**Financial Bid:** To submit financial bid, bidder needs to download Annexure-D from CPP e-Procurement Portal provided as a part of tender documents, fill respective cells and upload the file to portal without changing the name or format. It's advised to go through the detail instructions for online bid submission given at Annexure-G in this tender.

- 5.6 The duly filled financial bid have to be submitted as per proforma given in the tender document at Annexure-D. Conditional financial bid shall be summarily rejected. Modification of financial bid is not allowed, once the bid is submitted. The Financial Bids of only those agencies who have qualified in the Technical bids shall be opened.
- 5.7 The bidders are required to submit a Financial Bid undertaking as per format at Annexure-B.
- 5.8 Bidder may visit STPI Surat office for inspection of the system during office hours i.e. 9:30 A.M to 06:00 P.M.

## **6. BID OPENING AND EVALUATION:**

- 6.1 The bids received by the Bid Submission End Date shall be opened online by a duly Constituted Committee in the presence of bidders representative present at that time at STPI Gandhinagar. The bidder can view the bid opening status online at their remote end.
- 6.2 Before proceeding for the technical bids evaluation, the EMD/Bid security submission for the submitted bids will be checked. Bids submitted without EMD will stand rejected. The bidders those who have registered with NSIC/MSEs shall be exempted for submission of EMD. However, the bidder shall submit the certificate for availing such exemptions. Copy of the valid certificate should be submitted along with the tender document in Technical Bid through online mode only, failing which offer may be liable for rejection of the bids.
- 6.3 Consequently, a duly constituted Technical Evaluation Committee will proceed to evaluate the technical bids. The technically qualified bidder's Financial Bids will be opened online by a duly constituted Committee on a subsequent date & time. The technically qualified bidder can view the bid opening status online at their remote end.
- 6.4 The bidder is expected to examine all instructions, formats, terms & conditions, and scope of work in the bid document. Failure to furnish complete information or false information/ documents which is not substantially responsive to the bid document in all respect shall result in rejection of bid.
- 6.5 In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI shall be final.
- 6.6 It needs to be noted that the bids may be rejected on one of the following grounds:
- Bid Security not submitted.
  - If any of the eligibility criteria is not met.
  - In case bidder fails to submit the valid NSIC/ MSEs registration certificate for availing EMD/Bid Security exemptions. Copy of the certificate should be submitted along with the tender document in Technical Bid through online mode only, failing which offer may be liable for rejection of the bids.



- If tender terms and condition are not met.
- If the Bidder gives wrong information in the Bid.
- Canvassing in any form in connection with the Bids.
- Conditional bids.
- Incomplete bid in any form.
- Bids submitted after due date and time shall be summarily rejected.
- Bids submitted by Telex/Telegram/Fax/e-mail shall be rejected.
- Erasure and/or over writing is/are NOT permissible.
- Bids not signed and stamped by authorized signatory.
- If the bid is found to in violation of any clause of this Tender or any relevant rules & regulations.

## **7. ISSUE OF WORK ORDER:**

- 7.1 The issue of a Work Order shall constitute the intention of STPI to receive the Services from the Successful Bidder during the specified period.
- 7.2 The successful bidder shall give their acceptance along with performance security within 10 days of issue of the Work Order.
- 7.3 The contract will be initially awarded for one year which may be extended for another one year on the same terms & conditions at the discretion of STPI.
- 7.4 The L1 bidder shall be selected with compliance to Specifications, terms and conditions of tender document on the Grand total basis of Annexure-D. The Contract/Work Order shall be awarded to L1 bidder. No additional payment whatever will be done other than the evaluated L1 value.
- 7.5 In case two or more bidders have quoted same rate, then bidder having higher experience as per Clause 2.3 of Technical Qualifying Criteria shall be considered as L1.

## General Terms and Conditions

### **1. PERFORMANCE SECURITY:**

- 1.1 A performance security deposit of an amount equivalent to 10% of the total value of the contract amount should be deposited by the successful bidder with STPI towards Performance Guarantee, which shall be refunded after the date of expiry/completion of the contract without any interest payable thereon. After depositing the Performance Guarantee, EMD amount would be released to the successful bidder. During the AMC period, if the bidder fails to comply with any provision of the contract, STPI reserves the right to forfeit the Performance Guarantee.
- 1.2 The performance security shall be in the form of Bank Guarantee issued by a Nationalized/Scheduled Bank.
- 1.3 The performance security shall be valid for a total period of **14 months (tender validity) + 60 days**.

### **2. PAYMENT TERMS:**

- 2.1 Payment shall be made on quarterly basis at the end of each quarter.
- 2.2 The invoice shall be submitted within 15 days from the completion of quarterly billing cycle along with the SLA reports. The Billing is to be done in the name of Software Technology Parks of India (STPI), 9th Floor, GIFT One Tower, Block-56, Road-5C, Zone-5, GIFT City, Gandhinagar - 382355. The payment would be done on the basis of the Invoice, duly certified by our authorized representative at STPI-Gandhinagar.
- 2.3 The Payment will be released after due deduction, if applicable.

### **3. LIQUIDATED DAMAGES:**

Liquidity damages (LD) shall be levied @0.5% per instance per day subject to the maximum limit of 5% of total AMC value for the particular quarter after this STPI reserve the right to either forfeit the PG or release no payment equal to the AMC amount of a quarter.

### **4. Duration of Contract:**

The contract will be awarded initially for a period of one year. STPI reserves the right to extend the validity of contract on the same rates, terms & conditions on yearly basis as may be agreed to, but not beyond further two years.

### **5. FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the STPI as to whether the deliveries have been so resumed or not shall be final and

conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

#### **6. BLACKLISTING:**

Company/Firm blacklisted by Central/ State Government (incl. its department/agency) are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of STPI, the STPI shall have right to reject the bid and forfeit the security amount or terminate the contract, as the case may be, without any compensation to the bidder.

#### **7. TERMINATION OF CONTRACT:**

7.1 STPI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to bidder, terminate this contract in whole or in part.

- a) If bidder fails to perform any obligation(s) under the Contract; and
- b) If bidder, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as STPI may authorize in writing) after receipt of the default notice by the bidder.

7.2 STPI reserves the right to terminate the contract by giving one month notice at any time or stage during the period of contract without assigning any reason and without any financial consideration/implication.

#### **8. DISPUTE RESOLUTION:**

- 8.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, STPI-Gandhinagar.
- 8.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- 8.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/ service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Gandhinagar only.

#### **9. JURISDICTION OF COURT:**

The courts at Gandhinagar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**10. ANNULMENT OF LETTER OF INTENT:**

10.1 STPI reserves the right to disqualify the bidder for a suitable period who habitually failed to supply the service in time. Further, bidder's who do not perform satisfactory services in accordance with the specifications may also be disqualified for a suitable period as decided by STPI.

10.2 Failure of the successful bidder to comply with the requirement of tender clauses shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event STPI may make the offer to any other bidder at its discretion or call for new bids.

10.3 STPI reserves the right to debar a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

**11. PURCHASERS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

STPI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of STPI's action.

**12. DISCLAIMER:**

This Tender / Request for Proposal (RFP) is not an offer by STPI-Gandhinagar, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the Tender/RFP process.

**13. RISK & COST:**

If the bidder does not carry out the work in full or part thereof at the stipulated time, the same may be got done by STPI at the risk & cost of the bidder.

**14. SUBCONTRACTING:**

The bidder cannot assign/transfer its interests/ obligations under the contract to any other agency. Subcontracting of the contract is not permitted.

ANNEXURE - ADETAILS OF EQUIPMENTS

Sr. No	Category	Descriptions	Qty	Brand	Warranty Expiry Date
1	UPS System	20 KVA Online UPS (3 Phase input & output)	2	Uniline	17.11.2019

ANNEXURE - BBID UNDERTAKING

Tender No. ....

Date: .....

The Director  
STPI , 9th Floor, GIFT One Tower,  
GIFT City, Gandhinagar -382355

Dear Sir,

1. We submit the Financial Bid for Annual Maintenance Contract of 2 nos. of 20 KVA Online UPS Installed at STPI-Surat as envisaged in the Bid document for one year.
2. We have thoroughly examined and understood all the terms and conditions as contained in the Bid document and corrigendum(s) and agree to abide by them unconditionally in its totality/entirety.
3. We undertake, if our Bid is accepted, to commence service deliveries with immediate effect from the date of issue of Work Order at the rates as indicated in the price bid.
4. If our Bid is accepted, we will obtain the performance guarantee from a Nationalized/Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. We agree to abide by this Bid for a period of 90 days from the Bid submission end date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of ..... 2019

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature

### Technical Bid Compliance Sheet

To be filled & signed by the authorized signatory of the bidder & this is to be put in Technical Bid

Sl. No.	Technical Qualifying Criteria	Attached Documents at Page no. of bid
1	Covering letter with details like Name of the Organization, Registered Address, Email, Telephone & Name of Contact person etc.	
2	The bidder should be a registered company under Companies Act, 1956 /Proprietor/Partnership (Copy of PAN/GST registration/ROC etc.).	
3	Bidder must have average annual turnover of minimum Rs. 2 Lacs in the last three financial years (Enclose CA certified report/Provisional Certificate from CA as a proof).	
4	Minimum three Completion / performance certificate for similar type of work carried out by the bidder in last three financial years out of which one should be from Central Govt./State Govt./ Autonomous Body/PSU.	
5	Self-declaration for not blacklisted as per Annexure-E	
6	GST Registration Number (copy to be attached)	
7	Permanent Account Number of the firm (Copy to be attached)	
8	Undertaking to take the UPS system (mentioned in Annexure-A) under AMC	
9	Declaration for office/presence in Surat and nearby area with address and telephone No.	
10	Escalation Matrix	
11	Undertaking as per Annexure-B duly filled and signed by authorized Signatory	
12	EMD forwarding letter as per Annexure-F for Bid Security of Rs 2,000/- in the form of RTGS/NEFT	

I.....(designation).....of (bidder name).....do hereby declare the information furnished above is true, complete and correct to the best of my knowledge and belief. I understand that in the event of my information being found false or incorrect at any stage, my bid shall be liable to be rejected.

**Authorized Signatory  
OFFICE SEAL**

Date: \_\_\_\_\_

Place: \_\_\_\_\_



ANNEXURE - DITEM RATE BOQ

**Tender Inviting Authority:** Director, Software Technology Parks of India-Gandhinagar

**Name of Work:** Comprehensive AMC of 2 nos. of 20 KVA Online UPS Installed at STPI-Surat

**Contract No:** STPIG/PUR/QUO/19-20/04 dated 01/11/2019

Name of the Bidder/Bidding Firm/Company:	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name & Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR/Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	Comprehensive AMC Charges for 20 KVA Online UPS as per Annexure-A	2.000	Nos.	INR		0.00	INR Zero Only
2	Taxes If any	1.000	No	INR	0.00	0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words							INR Zero Only

**Note:-**

- Price bid in form of BOQ (Above is the sample, attached for reference only) will be accepted. No other form of submission of financial quote will be accepted.
- The rates should be quoted in Indian Rupees, BOTH IN FIGURES & WORDS. All the quoted prices shall be fixed and shall not be subject to escalation of any description during the bid validity period.
- In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

**Signature & Seal of the Bidder**

ANNEXURE -ESELF DECLARATION

This is to certify that << COMPANY NAME >> has not been blacklisted by Central/State Government (incl. its department/agency) or was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices during last three financial years.

I hereby certify that the information furnished is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the bid will be summarily rejected and the bidder will be liable to be blacklisted.

**Seal and Sign of authorized signatory of the Bidder**

**Name & Address:**

\*\*\*\*\*

ANNEXURE-FEMD FORWARDING LETTER

From(Name &amp; Address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_

To

The Director

Software Technology Parks of India,  
9th Floor, GIFT One Tower, GIFT City,  
Gandhinagar - 382355 (Gujarat)**Sub.: Earnest Money Deposit for bid no. STPIG/PUR/QUO/19-20/04 dated 01/11/2019.****Ref.: Bid document ..... dated .....**

Dear Sir,

We, M/s. \_\_\_\_\_, having read and examined in details the bid document and amendments for **"Tender for Comprehensive Annual Maintenance Contract (CAMC) of 2 nos. of 20 KVA Online UPS installed at STPI-Surat.**

We, M/s. \_\_\_\_\_ hereby inform that EMD of Rs. \_\_\_\_\_ (Rupees.....in words only) has been transferred through RTGS/NEFT . The details are as under:

- a. UTR No :
- b. Amount :
- c. Dated :

We, M/s \_\_\_\_\_ have read and understand the clause(s) of "General Terms and Conditions" towards Forfeiture of EMD /Security deposits/Performance Guarantee.

Vendor details (For EMD return purpose) :

- a. Name of the company
- b. Name of Bank :
- c. Account Number :
- d. Branch Name:
- e. Branch Address :
- f. IFSC code :

**Yours Sincerely,****Signature & Seal of bidder**

**ANNEXURE-G****INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

**REGISTRATION:**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS:**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. In case of any recurring issues encountered in the site, the bidder should inform STPI by written request /email, latest by 2 PM on the last day of bid submission.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "online" to pay the BSD as applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot

be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.

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**ANNEXURE-H****NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is valid till one year from the date of work order, and is made by and between SOFTWARE TECHNOLOGY PARKS OF INDIA, a Autonomous Society under Ministry of Electronics & Information Technology, Govt. of India herein referred to as 'DISCLOSING PARTY' whose address is 9th Floor, GIFT One Tower, GIFT City, Gandhinagar – 382355 (Gujarat), India, and M/s.....Address.....

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc. This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party's business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, 'know-how', new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

- (a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.
- (b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party. If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.
- (c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise



disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its 'Affiliates'). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be 'Confidential Information':

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged Circumvention does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

6. Miscellaneous Provisions:

- (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations



and understanding. This Agreement may only be amended or modified by a writing signed by both parties.

- (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
- (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
- (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
- (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Gandhinagar.
- (f) Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settle amicably between the parties within a period of thirty days from such dispute(s) arising.
- (g) However failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996.
- (h) It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.
- (i) The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.
- (j) The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
- (k) The arbitral proceedings shall be conducted in English/Hindi, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
- (l) The venue of arbitration shall be Gandhinagar.
- (m) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of  
M/s. Software Technology Parks of India

Signed on behalf of  
M/s. ....

Signature:  
Name:  
Designation with seal:  
Date:

Signature:  
Name:  
Designation with seal:  
Date: