



SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics & Information Technology, Govt. of India)
Ganga Software Technology Complex, Sector-29, Noida-201303
Phone: +91-120-2470400; Fax: +91-120-2470403
Website: www.noida.stpi.in

E-TENDER FOR COMPREHENSIVE AMC OF SERVER & SAN AT STPI-NOIDA

(Tender No: STPIN/PUR/QUO/21-22/03 Dated 18/11/2021)

MODE OF E-TENDERING: SEALED TWO-BID SYSTEM

MODE OF TENDERING: e-Tender(online) on URL
<https://eprocure.gov.in/eprocure/> app in Two-Bid System as follows:

- a) Technical Bid
- b) Financial Bid

The tender has to be submitted in two separate sealed envelope and write on the top of envelop “E-TENDER FOR COMPREHENSIVE AMC OF SERVER & SAN AT STPI-NOIDA” and addressed to “The Director, Software Technology Parks of India, Ganga Software Technology Complex, Sector – 29, Noida -201303 (UP)”.

E-Tender Schedule	
Mode of Tendering	e-Tender(online) on URL https://eprocure.gov.in/eprocure/ app in Two-Bid System as follows: (a) Technical Bid (b) Financial Bid
Subject	E-TENDER FOR COMPREHENSIVE AMC OF SERVER & SAN AT STPI-NOIDA
Date of Tender Publication	18/11/2021 at 12:30 Hrs.
Tender Download Start Date	18/11/2021 at 12:30 Hrs.
Tender Download End Date	09/12/2021 at 14:00 Hrs.
Date & Time for Pre-bid meeting and Venue	26/11/2021 at 11:00 Hrs. at STPI Noida
Last Date & Time of Submission of Tender	09/12/2021 at 15:00 Hrs.
Date & Time for Technical Bid Opening	10/12/2021 at 15:30 Hrs.
Date & Time for opening of Financial Bid	TO BE CONVEYED SEPARATELY
Validity of Bid	120 days from date of opening of bid.

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भारत के सॉफ्टवेयर प्रौद्योगिकी पार्क
(इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय (MeitY) भारत सरकार) गंगा सॉफ्टवेयर
प्रौद्योगिकी परिसर, सेक्टर-29, नोएडा-201303 (यूपी)
दूरभाष: +91-120-2470400 फैक्स: +91-0120-2470403

ई - निविदा आमंत्रण सूचना (NOTICE INVITING e-TENDER)

निदेशक, एसटीपीआई-नोएडा में सर्वर और सैन के व्यापक एएमसी के लिए ई-निविदा के लिए ऑनलाइन बोलियां आमंत्रित करता है।

निविदा दस्तावेज www.noida.stpi.in <https://eprocure.gov.in/eprocure/app> पर 18/11/2021 से उपलब्ध है।

निविदा यूआर <https://eprocure.gov.in/eprocure/app> पर 09/12/2021 तक ऑनलाइन जमा करनी होगी; 15:00 बजे।

निदेशक

एसटीपीआई नोएडा

INSTRUCTIONS TO BIDDER

Online bids under two bid system (Technical & Commercial) is hereby invited on behalf of Software Technology Parks of India, Noida for providing Comprehensive AMC services (24x7) for all devices listed in Table 1 above at STPI Noida .

1.1 This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the STPI. It also provides information on online bid submission, opening, evaluation and contract award.

1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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.

1.2.1 REGISTRATION:

- 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 is free of charge.
- During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC /eToken

PREPARATION OF BIDS

Only Online Bids need to be submitted on <https://eprocure.gov.in/eprocure>. The tenders shall be of 2 bid system (Technical Bid & Commercial Bid). Manual bids will not be accepted.

The following instruction may be followed by the bidders while submission of their bids on online mode.

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The 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 that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before if any submitting the bids online.

9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. The bidder must read the terms & conditions and accept the same to proceed further to submit the bids
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Physical copy of documents will not be entertained in any case.
16. Any clarification needed by TIA will be asked through CPP Portal only and bidders must respond in same manner. In case of no response received for the clarification sought the bids will be rejected.
17. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. After the bid submission, the bid summary has to be printed and kept as an acknowledgment as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
19. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
20. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

21. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
24. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

For any other queries, the bidders are asked to contact on 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 & 0120-4001005 or Mail to : support-eproc@nic.in

PART-I

Part I of this Tender document comprises following :

- Acceptance of our terms & conditions of contract as per Annexure –E of Part Ie.
- Copy of certificate authorized by OEM/ authorized partner of OEM.
- Audited **P& L A/c and** balance sheet for previous 3 years, IT returns for past 3 years **i.e. for F.Y. 2018-19, 2019-20 & 2020-21.**
- Customer PO/ completion certificate indicating the proof of having provided similar services to Govt. Departments / Public sector Undertakings / IT organizations for past 3 years.
- Copy of the PAN Card, GST Registration Certificate, Registration / Incorporation of the firm/company.
- Earnest Money Deposit – NA.

Part Ia – General Terms And Conditions

Part Ib – Scope of Work

Part Ic – Technical Specification

Part Id – Commercial Quotes

Part Ie – Check list (Annexure C), Tender Acceptance Letter (Annexure- D), and Declaration (Annexure- E), NDA (Annexure- F).

Contents of Technical Bid: The bidder should upload the scanned copy of all the following document as part of the Technical Bid in the stipulated format.

- (a) Financial status: - The annual turnover of the bidder for the last three years viz., the audited financial statement i.e. Audited Balance sheet & Profit Loss Account for last three years.
- (b) Documentary evidence of experience having successfully completed similar works during the last 3 years. (PO copies/ Completion Certificate).
- (c) Copy of Partnership certificate authorized by OEM / OEM certificate
- (d) Copy of the PAN Card
- (e) Copy of GST Registration certificate as applicable.

- (f) Copy of Registration / Incorporation of the firm/ company.
- (g) Documents evidence for having support center at Delhi-NCR along with trouble call escalation matrix to be filed.
- (h) Duly Filled and signed Technical Compliance Sheet as per **Annexure-‘A’** in part 1-c (“Tech-Compliance”)
- (i) Duly filled and signed Tender acceptance Letter as per **Annexure-‘D’** in part 1-e
- (j) Declaration as per **Annexure –E** in part 1-e
- (k) Declaration from OEM for back to back support for the proposed Software & Hardware for next 3 years. OEM letter needs to be submitted.
- (l) Any other related documents.

Part-II

Part II of this Tender document refers to commercial bid. The price offer will be considered only of those parties who successfully qualify the technical evaluation phase. During Technical evaluation all terms & conditions of part-I will be checked.

Bidders are requested to submit their most competitive rates. It may please be noted that incomplete tenders will NOT be accepted.

PART-Ia

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. The tender should be submitted online only on <https://www.eprocure.gov.in/eprocure/app>.
2. Bid validity:
 - a. The tender submitted should be valid for 120 days from date of opening of bid.
 - b. STPI-Noida may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.
3. Only net rates with break-up should be quoted for the period of the arrangement. Tenderers/bidders are advised to exercise greatest care in offering the rates.

5. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **The Director, STPI-Noida's interpretation of the clauses shall be final and binding on all parties.**

- Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices. The declaration to be submitted as per format specified in **Annexure –E**.
- STPI-Noida reserves the right to cancel/withdraw the bid without assigning any reasons for such decision.
- Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.

Deadline for Submission of Bids

- Bids must be submitted online within the due date & time, specified in the tender.
- STPI-Noida may extend this deadline for submission of bids by issuing necessary corrigendum. The bidder must refer www.noida.stpi.in and <https://www.eprocure.gov.in> websites regularly for updates.
- **STPI-Noida reserves the right to accept the offer in full or in parts or reject summarily.**
- **Comparison of Bids:** STPI-Noida will compare the bids, from the short listed bidders and may seek clarifications during the evaluation of the received Bids
- The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification during the pre-bid meeting. The clarifications sought after the pre-bid meet will not be entertained.
- The award of contract shall be hosted on website www.noida.stpi.in/ and <https://eprocure.gov.in/eprocure/app> . The reason for non-selection shall be disclosed provided the bidder requests for the same in writing.

6. AWARD OF CONTRACT

Award Criteria

- a. STPI-Noida shall award the contract to the technically qualified eligible bidder whose bid has been determined as the lowest evaluated commercial bid.
- b. In case, any arithmetical/numeral/typo/ error is found in the commercial quoted by the bidder in the commercial bid the lowest price reflected in the bid either in words or figures shall be considered for evaluation.
- c. The validity of contract will be for initially for 01 years from the date of order. The same may be extended for further (02) (1+1) years on annual basis subject to satisfactory service and mutual agreement between both parties on the same rate, terms and condition.
- d. The quantity of equipment may vary. In such scenario the work order will be issued on pro-rata basis as per the price bid submitted by the bidder.

7. ELIGIBILITY CRITERIA

- a) The Bidder shall be either an Original Equipment Manufacturer (OEM) or an authorized certified partner of an OEM and having support center at Delhi-NCR. Copy of certificate authorized by OEM / OEM certificate and documentary evidence for having support center in Delhi-NCR along with trouble call escalation matrix to be filed.
- b) Annual turnover during the last 3 financial years shall be at least Rs. 25.00 Lakhs. Audited Financial Statement and IT returns for the last three years to be submitted along with the bid.
- c) The bidder should have successfully completed similar work during the last 3 years with total project cost of 15 lakhs.

Definition of similar work: Supply, installation & AMC, Comprehensive AMC services of Servers, Storage (SAN), Routers, Layer3 Switches etc. to any central / state Govt. offices/PSU. Necessary supporting documents needs to be submitted by the bidder.

8. Payment: No advance payment will be made.

The AMC charges will be released within 30 days after completion of each quarter and submission of invoice. However these invoices should be raised end of the quarter.

9. Performance Security:-

The successful bidder has to furnish 10% of total order value as Performance Security in the form of Online Payment to STPI (Bank details are already mentioned in the RFP). The performance security shall be transferred to STPI within 10 working days from the

date of order. These performance securities shall be valid till the contract period plus 60 days.

10. Non-Disclosure Agreement (NDA)

The successful bidder has to enter into NDA as per the Annexure - F. The NDA shall be submitted along with the acceptance of the Order.

11. Disputes Clause:

In the event of any queries, dispute or difference arising out of the agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to arbitration of a sole arbitrator to be appointed by the Director, STPI Noida.

The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

The arbitral proceedings shall be conducted in English
The venue of arbitration shall be in Noida, India.

12. Evaluation of the Bids

The evaluation process of the RFP will be as per clause 12.1 & 12.2 of this RFP. The purpose of these clauses is only to provide the Bidders an idea of the evaluation process that STPI may adopt. However, STPI reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

A two-stage procedure will be adopted for evaluation of RFP proposals, pursuant to the technical qualification criterion bidders will be short-listed for opening of the Commercial Bid. Commercial Bids will be opened only of the Bidders who succeed the technical qualification criteria. The commercial Bids of the disqualified Bidders will remain unopened.

12.1 Evaluation of Technical Bid (stage 1)

- STPI-Noida will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether any errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order. Bidders need to fulfil all the technical qualification conditions mentioned in Technical Qualification Criteria of the RFP.
- STPI-Noida will review the technical Bids of the Bidders to determine whether the technical Bids are substantially responsive as per section 1a,1b,1c,1d & 1e.

- The commercial bid of the technically qualified bidder will be opened to carry out the commercial evaluation.
- In order to assist in the examination, evaluation and comparison of Bids, STPI-Noida may at its discretion ask the Bidder for a clarification regarding its Bid.
- The clarification shall be submitted by the bidder on line through CPP portal immediately with in the defined time.
- Bids that are not substantially responsive are liable to be disqualified.
- Conditional Bids are liable to be rejected.
- It is, however, clarified that, subject to other provisions of this Document, every Bidder will have to comply the minimum Eligibility Criteria specifications laid down in the RFP for being qualified technically.
- STPI-Noida's decision shall be binding and final.

12.2 Evaluation of Commercial Bid based (stage 2)

- The Commercial bids shall be opened by the Committee nominated by the competent authority in the presence of the bidders at the office of STPI, Ganga Software Technology Complex, Block-IV, Sector-29 Noida.

Part-Ib

SCOPE OF WORK

1.	AMC Shall be Comprehensive that include hardware, BIOS Updation Support 24 X 7. Onsite support (if required).
2.	Bidder shall maintain & repair the said equipment to keep it under normal working condition for normal usage for organization for entire contract period.
3.	Bidder shall provide services through its employees: (a) As OEM OR (b) OEM's authorized partners(Certificate of OEM must be attached)
4.	Any fault reported must be attended within 04 Hrs & resolution time will be 08 Hrs. In case, if problem is not resolved in 08 Hours, standby of similar configuration must be provided, and services must be restored within 24 Hrs. In case, Equipment is non repairable, similar configuration/Higher Configuration equipment must be replaced with faulty device in the period of Quarter at no cost.
5.	The service has to be provided 24x7x365.
6.	The parts which are to be replaced should be of the same or higher rating/configuration and of OEM or reputed brand. In case of replacement of defective parts, the parts should be accompanied with proper challan mentioning details of part replaced.
7.	Routine Preventive maintenance once in each quarter with inventory health status report. Preventive call report must be submitted for respective quarter payment.
8.	Any repair required should have to be intimated well in advance.
9.	Bidder will provide the details of Escalation Matrix including email and Mobile no.
10.	The LD will be levied @0.5% of the contract value per instance per day, subject to maximum deduction of 5% of contract value.
11.	Logbook to be maintained for all visits and the same will be kept at STPI Security check point / or with concerned department.
12.	The AMC charges shall be Fully Comprehensive including AMC charges shall include Engineer visit, replacement, installation and transfer of equipment if any during AMC period. NO CHARGES ARE APPLICABLE.

Part-I c

Technical Compliance

Sl. No	Scope of AMC	Compliance YES/NO
1	Vendor shall provide the service through its employees or authorized partners.	
2	AMC shall include visit for replacement, installation and transfer of equipment if any during the AMC period.	
3	<i>Any fault reported must be attended within 04 Hrs & resolution time will be 08 Hrs. In case, if problem is not resolved in 08 Hours, standby of similar configuration must be provided, and services must be restored within 24 Hrs. In case, Equipment is non repairable, similar configuration/Higher Configuration equipment must be replaced with faulty device in the period of Quarter at no cost.</i>	
4	Any repair and up gradations required from OEM should be intimated well in advance and should be covered under AMC.	
5	AMC should include replacement of faulty parts by Genuine parts /certified quality.	
6	The LD will be levied @0.5% of the contract value per instance per day, subject to maximum deduction of 5% of contract value.	
7	Routine preventive maintenance once in each quarter	
8	A Local contact number of service desk shall be provided for logging the fault.	

STPI-NOIDA

Sl.no	Item Description and Quantity	Address for Delivery
01	01 No of Dell Power Edge R640 Intel Xeon Gold 6140 , 18 Core ,02 Socket , RAM-128 Gb, SSD-960 GB(SSD) Serial no- 569D9R2	STPI Noida: Ganga Software Technology Complex,Block- IV,Sector-29,Noida-201301
02	01 no of Netapp-E2842 SAN, 10 TB Raw capacity using 1.2 TB 10K RPM drives. Serial no- 721831500043	STPI Noida: Ganga Software Technology Complex,Block- IV,Sector-29,Noida-201301

Signature of authorized person

Name:
Designation:Date:
Place:**Company Seal**

Part-I d

Annexure –B

Format for Providing Commercial Quotes -24x7 AMC (For 01year)

A		B		C	D	E	M	O	BA	BB	BC
Validate		Print		Help		em Wise BoQ					
Tender Inviting Authority: Director, STPI Noida											
Name of Work: Comprehensive AMC of Server & SAN at STPI Noida											
Contract No: STPI/PUR/QUO/21-22/03											
Name of the Bidder/ Bidding Firm											
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (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 and Values only)											
NUMBER	TEXT	TEXT	NUMBER	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13)	TOTAL AMOUNT In Words		
1	2	3	4	5	7	9	13	14	15		
1.01	Comprehensive AMC cost for 01 No of Dell Power Edge R640 Server	item1	1.00	Nos			0.00	0.00	INR Zero Only		
1.02	Comprehensive AMC cost of 01 No of Netapp - E2842 SAN	item2	1.00	Nos			0.00	0.00	INR Zero Only		
Total in Figures							0.00	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.
- Bidders may understand the BOQ at the time of Pre-Bid Meeting at STPI Noida

**Part 1-e
Annexure C
Check List.**

Sl No.	Description	Compliance
1	Copy of OEM certificate / certificate authorized by OEM	Submitted / Not Submitted
2	Audited financial statement of last 3 financial years.	Submitted / Not Submitted
3	IT returns for last 3 financial years	Submitted / Not Submitted
4	Customer PO/ Completion Certificate for last 3 financial years	Submitted / Not Submitted
5	Copy of the PAN Card	Submitted / Not Submitted
6	Copy of GST registration certificate	Submitted / Not Submitted
7	Copy of Registration / Incorporation of the firm/company	Submitted / Not Submitted
8	Technical Compliance Sheet as per Part Ic Annexure-A	Submitted / Not Submitted
9	Bid validity for 120 days after the date of commercial bid opening	Complied / Not Complied
10	Declaration as per format Part 1e Annexure E	Submitted / Not Submitted
11	Acceptance letter as per Part 1e Annexure D	Submitted / Not Submitted
12	Support center at Delhi/NCR details and escalation matrix	Submitted / Not Submitted
13	Declaration from the OEMs of all the equipment w.r.t product AMC as per RFP for Next 3 Years.	Submitted / Not Submitted
14	Commercial bid	Submitted / Not Submitted
15	Valid Registration Certificate with NSIC to avail the EMD exemptions(If Applicable)	Submitted / Not Submitted

**Part 1-e
Annexure D
Tender Acceptance Letter**

(To be submitted duly signed format (Scanned Copy) by the authorized signatory on
Company Letter Head)

Date:.....

To,
The Director,
Software Technology Parks of India
Ganga Software Technology Complex, Block-IV
Sector-29, Noida

Sub: Acceptance in respect of Terms & Conditions of Tender document no. _____ for
Comprehensive AMC services (24x7)

Ref: SMSG/OMS/02/001-STPIN

Dated. xx.xx.xxxx

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site <https://eprocure.gov.in>.
2. I/We hereby certify that I/we have read all the terms and conditions of tender document from Page No. _____ to _____ (including all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
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. I/ We confirm that our bid shall be valid upto **120** days from the date of opening of Bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.

Seal and Sign of Bidder

Name:

Address:

Annexure – E

DECLARATION

I hereby certify that the information furnished above 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 supplier will be blacklisted and will not be permitted to have any dealing with the STPI-Noida in future.

Seal and Sign of Bidder
Name & Address:

Annexure -F

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**, an Society under Ministry of Electronics & Information Technology, Govt. of India herein referred to as '**DISCLOSING PARTY**' whose address is Ganga Software Technology Complex,Block-IV,sector-34,Noida, India, and **M/s.**

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, dissemble, 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 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 Noida.
 - 1. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.
 - 2. In the event of any queries, dispute or difference arising out of the agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to arbitration of a sole arbitrator to be appointed by the Director General, STPI.
- 3. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
- 4. 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.
- 5. The arbitral proceedings shall be conducted in English, 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.
- 6. The venue of arbitration shall be Noida, India.

- (f) 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

Signed on behalf of

M/s Software Technology Parks of India

M/s.

Signature:

Name:

Designation with seal:

Signature:

Name:

Designation with seal:

Date:

Date:

ANNEXURE – G

FORMAT OF DECLARATION

We declare and confirm that we have not submitted EMD as bid security but we ensure that we will be fully bound for bidder obligations without EMD. We will be liable to pay the amount equal to applicable EMD amount to STPI as per OM F.9/4/2020-PPD dt. 12.11.2020 from Ministry of Finance, in case we fail in complying of a bidder obligation.

Signature & Seal of the Bidder