

*RFP for Comprehensive AMC Services for 2 Nos. of Polycom
RealPresence Group 500 series video conference setup, installed at
STPI Pune and STPI Mumbai.*



**Tender/Enquiry No. STPI/P/PUR/02/2020-21
Dated. 15.05.2020**

SOFTWARE TECHNOLOGY PARKS OF INDIA

(An Autonomous Society Under Ministry of Electronics & Information Technology,
Govt. of India)

Plot No. P-1, Rajiv Gandhi Infotech Park , MIDC,
Hinjawadi, Phase -1, Pune- 411057
Tel. No. 91-20-2298 1000/ Fax No. 91-20-2298 1035/ 1010.

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Tender/Enquiry No.: STPI/P/PUR/02/2020-21

Date:15.05.2020

Software Technology Parks of India (STPI) Pune invites quotation under **Two Bid System (Technical Bid & Commercial Bid)** from OEM and Authorized Service Providers of OEM for providing **Comprehensive AMC Services for 2 Nos. of Polycom RealPresence Group 500 series video conference setup, installed at STPI Pune and STPI Mumbai**, as per the terms and scope of works mentioned in this RFP. The details of video conference setup installed at STPI Pune and Mumbai are mentioned below in Table-1.

Table 1:

S. No.	Item Description	Qty.	Serial No.	Address of Service Delivery
1	Polycom Codec -Real Presence Group 500 series Video Conference Equipment	1	821607454D43CV	Software Technology Parks of India Pune, Plot P1, MIDC, Rajiv Gandhi Infotech Park, Hinjawadi Phase-I, Pune, Maharashtra-411057
	Polycom Camera Setup	1	160433128B	
	Polycom Mic Array	2	821607026F50D2, 821609027DDFD2	
	Remote Control & Cables			
2	Polycom Codec -Real Presence Group 500 series Video Conference Equipment	1	821607454D63CV	Software Technology Parks of India Mumbai, Samruddhi Venture Park, 4th Floor, Gala No - 4, Central Road, Andheri (East), Mumbai, Maharashtra- 400093
	Polycom Camera Setup	1	140431163B	
	Polycom Mic Array	2	821609027E14D2, 821607026F2ED2	
	Remote Control & Cables	1		

The important Bid Schedule & Venue are mentioned below in Table 2 and Table 3:

Table 2:

I	Tender inviting officer Authority, Designation and Address	The Director, Software Technology Parks of India, Plot no. 1, Rajiv Gandhi Infotech Park, Phase 1, Hinjawadi, Pune -411 057 Tel No. :- 020 2298 1000
II	Name of the Work	Comprehensive AMC Services for 2 Nos. of Polycom RealPresence Group 500 series video conference setup, installed at STPI Pune and STPI Mumbai
III	Place of Execution	As specified in Table-1 above
IV	Venue for Pre-bid Meeting	Address Mentioned at S. No.- I above
V	Place of submission of Tender	Address Mentioned at S. No.- I above
VI	Place of Tender Opening	Address Mentioned at S. No.- I above

VII	Any other important criteria specified by the tender inviting authority	Tender received after due date and time will be summarily rejected
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Table 3:

Published on http://eprocure.gov.in	15.05.2020
Bid Document Download Start Date	15.05.2020 at 1000 Hrs.
Start date and time of Bid Clarification	15.05.2020 at 1100 Hrs.
End date and time of Bid Clarification	27.05.2020 at 1600 Hrs.
Date and Time of Prebid Meeting	28.05.2020 at 1130 Hrs.
Bid Submission Start Date and Time	29.05.2020 at 0900 Hrs.
Bid Submission End Date and Time	04.06.2020 at 1500 Hrs.
Technical Bid Opening Date and Time	05.06.2020 at 1600 Hrs.
Commercial Bid Opening Date and Time	Shall be intimated later

RFP document can be downloaded from the website <http://www.mah.stpi.in> & www.eprocure.gov.in

**DIRECTOR
STPI PUNE**

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

1. Bidders should submit their proposal in the sealed Master envelope via speed post/ courier/ by hand to

**The Director,
Software Technology Parks of India.
Plot No. P-1, Rajiv Gandhi Infotech Park,
Phase 1, Hinjawadi, Pune, Maharashtra-411057**

2. Please super scribe on the Master envelope as "*Quotation for 2 Nos. of Comprehensive AMC of Video Conferencing Equipment Installed at STPI Pune & Mumbai.*"
3. The quote should reach us on or before 04.06.2020 at 1500 Hrs. The quotation received after the due date will not be accepted.
4. The validity of the quote should be at least 90 days from the last date of submission.
5. **EMD:** The Earnest Money Deposit (EMD) payable towards the RFP is Rs. 10,000/- (Rs Ten Thousand only). The EMD has to be paid by NEFT/RTGS, the Account details are:

Beneficiary Name : Software Technology Parks of India
Bank : Bank of India
S/B Account No. : 013810110001793
Bank Branch : Sanpada, Navi Mumbai, 400705
IFSC Code : BKID0000138
MICR Code : 400013133

6. EMD will not be accepted in the form of cash /cheque/DD/Bankers Cheque.
7. The EMD shall be credited to STPI Pune bank account on or before the last date for submission of bids failing which the offer will be liable for rejection. Bidders, however, have to attach scanned copy of EMD (NEFT/RTGS) payment details like UTR etc. in the technical bid.
8. The EMD may be forfeited if a bidder withdraws his bids during the period of validity by the bidder on the bid form.
9. The EMD will be returned to the bidder(s) whose offer is not accepted by STPI Pune within one month from the date of the placing of the final order(s) on the selected bidder(s). In the case of the bidder(s) whose offer is accepted, the EMD amount will be adjusted with the Performance Security (Ref. Section II Clause 22).
10. However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
11. The exemption of EMD shall be applicable to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. In terms of MSEs, the firms

should be registered with NSIC to avail the above exemptions. The exemption will not be applicable, if, the firms are not registered with NSIC. Copy of the relevant exemption certificate/NSIC registration shall be submitted along with the Bid Documents.

12. BIDDERS ELIGIBILITY CRITERIA:

- I. The bidders should be OEM/OEM authorized service provider (OEM / Valid OEM Partnership Letter)
- II. The bidder should be registered company under the companies Act, 1956 of India.
- III. Bidder should have executed/completed at least 2 work orders of similar services (Not less than Rs.0.50 Lakh each) during last three financial years (FY 2016-17, 2017-18, 2018-19).
- IV. The Bidder should have average annual turnover of minimum of Rs. 5 Lakhs per year in the last three financial years,(FY 2016-17, 2017-18, 2018-19)
- V. The bidders should not be Black listed by any State/Central Govt. /PSU/ Autonomous Body.
- VI. The bidder should have statutory registration with the following (Copy of PAN /GST Details)
 - i. PAN / TIN
 - ii. GST (if available)
- VII. Bidder should have technical support center/office/presence in Pune and/or Mumbai.

13. PREPARATION OF BIDS: Bidder should submit their proposal in sealed envelope which contains following 2 sealed envelopes,

- I. Technical Bid (Envelop 1)
- II. Commercial Bid (Envelop 2)

14. CONTENT OF TECHNICAL BID (ENVELOPE-1):

Following Documents needs to be submitted in the sealed envelope labelled "Technical Bid"

- i. Certificate / Letter for being an authorized service provider from OEM
- ii. Copy of Registration / Incorporation of the firm/company.
- iii. PO/WO copies for Last 3 Financial Years i.e. FY 2016-17, 2017-18, 2018-19
- iv. IT returns & Audited balance sheet for past 3 years (FY 2016-17, 2017-18, 2018-19)
- v. Copy of PAN Card.
- vi. Copy of GST Registration Certificate (if available).
- vii. Escalation Matrix with Helpdesk Details
- viii. Copy of NSIC registration for MSEs for exemption of EMD/Proof of payment of EMD.

- ix. Self-Declaration on Letter Head for having technical support center/office/presence at Pune and/or Mumbai for Polycom Video Conference setup, along with documentary proof (as per Annexure B).

15. CONTENT OF COMMERCIAL BIDS (ENVELOPE-2):

Bidder should submit financial proposal inside the sealed envelope labelled “Commercial Bid”. Commercial bid should be as specified in Annexure-C, printed on Company Letter head and Duly signed and with Company seal.

16. OTHER TERMS & CONDITIONS:

- I. 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 or through email to ajay.bhosale@stpi.in and sandhya.wagh@stpi.in prior to pre-bid meeting. The clarifications sought after the pre-bid meeting will not be entertained.
- II. **PRICING:**
The price should be quoted for 1 year. Taxes will be as actual at the time of invoicing.
- III. No commercial information whatsoever shall be provided in the technical bid, Failure to do so may disqualify the bid.
- IV. Both Technical as well as Commercial Bids shall bear the seal and sign of the authorized signatory of the Bidder in every page along with company seal.
- V. The Bidder has to fulfil all the technical requirements mentioned in the Section III.
- VI. All entries in the Bid shall either be typed or be in ink. Erasures shall render such Bids liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
- VII. The person(s) signing the Bid, with date, shall sign all changes, alterations and corrections in the Bid in full along with date and stamp. No erasure and/or over writing is/are permissible.

17. EVALUATION PROCESS: The Bid evaluation process shall be in two-stage

- I. Technical evaluation
- II. Commercial evaluation

18. TECHNICAL BID EVALUATION:

Technical bid shall be opened first and will be evaluated for fulfilment of the Bidders Eligibility Criteria stated as per clause 12 and 14. If the Bidder’s Eligibility Criteria is fulfilled, STPI may call the bidder for presentation to understand the technical capability or skill set to perform the required service and then Commercial bid will

be opened. Commercial Bids will be opened only for those bidders who are technically qualified.

19. COMMERCIAL BID EVALUATION:

Further to the identification of technically qualified bidders, their commercial bids will be opened. The Bidder, whose total commercial offer as per price schedule (Annexure C) is determined to be the lowest after evaluation, will be considered for the issue of Work Order. However, STPI-Pune reserves the right to reject any or all the bids without assigning any reason, whatsoever.

Arithmetical errors in the Commercial bids shall be rectified on the following basis:

- I. If there is a discrepancy between the "Unit Price" and "Total Price" that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by STPI.
- II. If there is an arithmetic error in calculation of "Net Payable Amount", the same will be corrected by STPI.
- III. If there is a discrepancy between net payable amount mentioned in words and figures, the lowest price reflected in the BoQ shall prevail.

If the Contractor does not accept the correction of the errors, the bid shall be rejected.

20. CLARIFICATION OF BID DOCUMENTS BY STPI:

To assist in the examination, evaluation and comparison of bids STPI may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

21. PAYMENT TERMS:

No advance payment will be made. Quarterly payment will be released within one month against the bill/invoice raised after the completion of the service /preventive maintenance and submission of Quarterly AMC Report.

22. PERFORMANCE SECURITY:

The successful bidder needs to furnish 10% of total order value as Performance Security in the form of Online Payment to STPI. The 10% of Performance Security to be submitted by the bidder after adjusting the EMD amount and Balance amount, if any, to be transferred to STPI within 10 working days from the date of order. In case, the Performance Security is less than the EMD amount, the excess EMD amount after adjusting with Performance Security shall be refunded to the bidders without any interest. This performance security shall be valid till the contract period plus 60 days.

23. PLACEMENT OF ORDER: STPI shall consider placement of order on the bidder whose offer has been found technically and financially acceptable. STPI has full rights to place order on fully or partially.

The successful bidder will be required to submit the acceptance of the order in writing along with signed copy of Non-disclosure Agreement (NDA, as per Annexure D) and payment of Performance Security.

24. NON-DISCLOSURE AGREEMENT

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

25. ARBITRATION:

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR arbitration rule, 1996. The venue of the arbitration shall be at Pune/Mumbai. The language of the arbitration proceedings shall be in English.

SECTION-III

SCOPE OF WORK

The scope of Comprehensive AMC for the Successful Bidder will be as under:

1. **Maintenance Support Services (MSS):** The Bidder shall provide Comprehensive Maintenance for the VC equipment mentioned in Table-1. This involves comprehensive maintenance of all components covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare parts, software support, software/firmware installation, update, upgrade, etc., and to ensure that the system/equipment's remains operational. The parts which are to be replaced should be of the same or higher configuration and of OEM brand and compatible with existing system. In case of replacement of defective parts, the parts should be accomplished with proper challan mentioning details of part(s) replaced. Bidder shall maintain & repair the said equipment to keep it under normal working condition for normal usage for organization for entire contract period.
2. **Preventive Maintenance Services:** Preventive maintenance services are required to be taken up by the Bidder on quarterly basis in the last week of the quarter. 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. should be completed as per the schedule.
3. **Corrective Maintenance Services:** 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 as per SLA defined in later part of the document.

The Bidder shall carry out troubleshooting & replacement of faulty equipment parts as and when required in co-ordination with the STPI. Any repair/replacement required should have to be intimated well in advance.

Bidder shall also be responsible to ensure equipment should remain in proper working condition throughout the contract period. The Bidder shall provide his escalation matrix dedicated for complaints from STPI. All the complaints shall be recorded and Bidder shall provide a complaint number w.r.t to the complaint registered from STPI.

Bidder will manage to provide proper solution to STPI w.r.t. SLA defined in RFP. Bidder shall provide the desired reports to STPI as and when asked to do so.

4. **SLA Term:** Bidder is required to provide a minimum overall uptime of 99% on monthly basis for each equipment covered under the contract. The uptime/downtime report of all the equipment should be provided with the quarterly invoice. Any fault reported, must be attended onsite within 2-4 hours from the time of fault logging and 8 hours resolution time. In case, If problem not resolved in 8 hours, the Bidder must provide standby equipment/ parts of similar configuration and in working condition in substitution of the faulty equipment/ parts within 24 hours

from fault logging to ensure trouble free service. A prior permission should be obtained for such standby equipment / part by the Bidder from the purchaser / designated agency. Beside this, bidders must provide Telephonic Technical Support (7 x 24 x 365).

Table-4

S.No.	Services	Response Time
1.	Telephone Technical Support	7 days x 24 Hrs x 365 days
2.	On-Site Engineering Services	8hrs x 6 days
3.	Resolution Time	8 hrs x 6days
4.	Standby Equipment/Part, fault is not resolved within 8 hours	24 Hrs. from fault logging, within next business day (6 business days in a week)

5. Vendor need to submit reports of complaints logged, periodic inspection etc.
6. It shall be the responsibility of the Bidder to make equipment work satisfactory throughout the contract period and also handover the equipment to this office in working condition on the expiry of this contract.

Annexure-A

FORMAT OF TECHNICAL BID

To be Printed on Company Letterhead

Tender Inviting Authority: The Director, Software Technology Parks of India,
Pune

Name of Work : Comprehensive AMC Services for 2 Nos. of Polycom
RealPresence Group 500 series video conference setup,
installed at STPI Pune and STPI Mumbai

Tender No. : STPI/P/PUR/02/2020-21 dated 15.05.2020

Name of Bidder Company:

Table-A

S. No.	Scope of Work	Compliance (Yes/No)
1	Complete Work as mentioned in Section III, Scope of Works of Bid document	

Table-B

S. No.	List of Required Documents in Technical Bid	Compliance (Submitted/ Not Submitted)	Remark
1	Certificate / Letter for being an authorized service provider from OEM		
2	Copy of Registration / Incorporation of the firm/company.		
3	PO/WO copies for Last 3 Financial Years i.e. FY 2016-17, 2017-18, 2018-19		
4	IT returns & Audited balance sheet for past 3 years (FY 2016-17, 2017-18, 2018-19)		
5	Copy of PAN Card.		
6	Copy of GST Registration Certificate (if available).		
7	Escalation Matrix with Helpdesk Details		
8	Copy of NSIC registration for MSEs for exemption of EMD/Proof of payment of EMD.		
9	Self-Declaration on Letter Head for having technical support center/ office/ presence at		

	Pune and/or Mumbai for Polycom Video Conference setup, along with documentary proof (as per <u>Annexure B</u>).		
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I/We hereby certify that

1. I/We have read Section-III Scope of Works, in the bid document, completely and understood the extent of work.
2. I/We also have the complete capability and required licenses, OEM authorization and permissions from adequate authorities to carry out the complete work.
3. I/We further certify that I/we/our company/firm/organization has/ have not been barred/ blacklisted by any Government/ Public Sector/ Private Company.
4. I/we have read and understood; and also accept all terms and conditions mentioned in the bid document (and subsequent corrigendum, if any).
5. I/We understand that in case any deviation is found in the above statement at any stage, I/we/our company/firm/organization will be blacklisted and will not be permitted to have any dealing with the STPI in future.

Name:

Signature of Authorized Person

Designation:

Date:

Place:

Company Seal

Annexure B
SELF DECLARATION FOR SERVICE CENTRE IN PUNE AND/ OR
MUMBAI

(To be submitted duly signed by the authorized signatory with Company seal on Company Letter Head)

Ref. No.....

Date:.....

To,

Director,
Software Technology Parks of India Pune,
Plot P1, MIDC, Rajiv Gandhi Infotech Park,
Hinjawadi Phase-I, Pune-411057.

Subject: Declaration for having technical support center/Office/Presence for Polycom VC Real Presence Group 500 series VC setup at Pune and/or Mumbai.

Sir,

With reference to STPI Tender No.....dated..... for “Comprehensive AMC Services for 2 Nos. of Polycom RealPresence Group 500 series video conference setup, installed at STPI Pune and STPI Mumbai”, we hereby declare that our technical support center/office/presence is located at following address (s),

1.
.....
2.
.....
3.
.....

Following documentary proof of presence of our company at above mentioned address has been attached,

- ☐ Electricity Bill
- ☐ Registered Rent Agreement
- ☐ GST certificate
- ☐ Any other,.....

Thanking you,

Yours Faithfully,

Name.....

Designation.....

Signature.....

Company Seal.....

Annexure C
Format for Commercial Bid

(To be submitted duly signed by the authorized signatory with Company seal on Company Letter Head)

Bid Ref. No......

Date:.....

Tender Inviting Authority : Director, Software Technology Parks of India, Pune
Name of Work : Comprehensive AMC Services for 2 Nos. of Polycom RealPresence Group 500 series video conference setup, installed at STPI Pune and STPI Mumbai
Tender No. : **STPI/P/PUR/02/2020-21 dated 15.05.2020**

Date of Tender Publication: 15.05.2020

Name of Bidder:.....

Address:.....

Price Schedule

S. No.	Item Description	Qty.	Unit Price (In Rs.)	Total Price (In Rs.)
1.	Comprehensive AMC for Polycom Real Presence Group 500 series Video Conference Equipment Setup, Comprising of Polycom, Polycom Camera setup, Polycom Mic Array, Remote control, Cables, etc.	2 sets		
	Sub-Total			
	Taxes (if any) =%			
	Net Payable Amount			

Net Payable Amount (in words):.....

Note:-

1. The quoted price above is for Comprehensive AMC for 2 Nos. of Polycom VC setup of STPI Pune and STPI Mumbai for one year.
2. The "Net Payable Amount" mentioned above in Price Schedule is complete and inclusive all charges and taxes, etc.

Name:
Designation:
Date:
Place:

Signature of Authorized Person

Company Seal

Annexure -D

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 autonomous body under Ministry of Electronics & Information Technology, Govt. of India herein referred to as 'DISCLOSING PARTY' whose address is Plot P1, Rajiv Gandhi Infotech Park, Hinjawadi Phase-I, Pune, Maharashtra, India-411057 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, 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 Circumventure 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 Pune.
 1. Any or all disputes arising out or in connection with this agreement shall so far as may be possible be 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 therewith (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 Pune, 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

Software Technology Parks of India Pune

Signed on Behalf of

M/s.....

Signature:

Name:

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