SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics and Information Technology (MeitY) Govt. Of India)

Ganga Software Technology Complex, Sector-29, Noida-201303 (U.P)

[Tel: +91-120-2470400](tel:+91-120-2470400) Fax: +91-0120-2470403

Website: www.noida.stpi.in

**WORK ORDER**

### SMSG/OMS/02/006-STPIN WO No: STPIN/PUR/WO/22-23/10 Dated: 08/08/2022

### **M/s Fusion Services**

**J-5, Park Street,**

**Mayur Vihar-II**

**Delhi-110091**

**Contact Person: Sh. Arvind Choudhary(Manager Support)**

**Contact No.:9717054734**

**Subject: Comprehensive AMC for Tritronics make UPS Systems installed at STPI Noida**

**Your Reference No.: TIPL/FS/2022-23/STPI\_119 dated:19/07/2022**

Dear Sir,

I am directed to inform that with reference to your above said quotation(s) and correspondence, STPI Noida is pleased to offer you for Comprehensive AMC of Tritronics make UPS Systems installed at STPI Noida for the period of Oneyear as per rates &terms and conditions given below:

1. **Rates of Services**:

**(Amount in INR)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Description** | **Qty.**  **(No.)** | **Unit Rates** | **Total Rates** |
| 01 | 20 KVA ONLINE UPS SYSTEM  (Sr. No.D000720712-1),(Sr. No. D000730712-1)  (Sr. No. D000760712-1)(Sr. No. D000770712-1) | 04 | 30,000.00 | 1,20,000.00 |
| 02 | GST @ 18% | | | 21,600.00 |
| **03** | **Grand Total (Inclusive all taxes)** | | | **141,600.00** |

**Amount in Words: One Lakh Forty One Thousand Six Hundred Rupees Only**

|  |  |  |
| --- | --- | --- |
| **2.** | 1. **Taxes** | Inclusive |
| 1. **Freight** | NA |
| **c. Insurance** | NA |
| **3.** | **AMC Start Period** | **20/09/2022** |
| **4.** | **AMC End Period** | **19/04/2023** |
| **5.** | 1. **Payment Terms** | Quarterly within 30 days from the date of invoice submission |
| 1. **Authority to settle the payments** | Director – STPI Noida |
| 1. **Tax deduction at source** | As per Govt. of India rules & regulations applicable at the time of release of payment. |
| 1. **Liquidated Damages** | The LD will be levied @0.5% of the contract value (Quarterly, Unit Price) per instance per day subject to a maximum deduction of 5% of the contract value. |
| 6. | **Packing Instructions** | NA |
| 7. | **Consignee address/Address where the work is to be performed** | Software Technology Parks of India  Block-IV, Ganga Software Technology Complex, Sector-29, Noida  **Contact:**  Sh. Sunil Sharma, DD Tel: 0120-2470505  **GST NO. 09AAATS2468J1Z4** |
| 8. | **Mode of shipment** | NA |
| 9. | **Port/Ports of Destination** | NA |
| 10. | **Other terms and conditions** | Scope of work is attached at **Annexure-I** |
| 11. | **Documentation :** | NA |
| 12. | **Standard terms and conditions as per Annexure-II shall apply.** | |
| 13. | **The terms and conditions for information security guideline and non-disclosure agreement as per Annexure-III should be duly signed and the original copy should be returned to STPI-Noida.** | |

**Authorized Signatory**

**Copy to:**

1. Work Order File
2. DSG Group
3. Accounts Group
4. Admin Group
5. Director, STPI Noida

**ANNEXURE-I**

**SOFTWARE TECHNOLOGY PARKS OF INDIA, NOIDA**

W.O. No. STPIN/PUR/WO/22-23/07 Dt. 08/08/2022

**SCOPE OF SERVICES AND OTHER TERMS & CONDITIONS**

1. This agreement shall remain in force for a period of one year from the date of commencement.
2. Fusions Services shall render maintenance service on all working days between 1000 Hrs. to 1800 Hrs. Monday to Saturday so that the equipment covered by this agreement is kept in good working order.
3. The Contract value shall be payable on quarterly on arrear basis on satisfactory completion of maintenance for quarterly preventive maintenance repport to be made.
4. Defective parts will be removed by our engineer & will become the property of Fusion Services.
5. The maintenance service shall consist of attending to all breakdowns and carrying out necessary repair including replacement of parts (except transformer) if required. Defective parts will be removed by our engineer & will become the property of Fusion Services.
6. Spares will be charged for extra in case the UPS has been tempered with of damaged due to negligence of the client.
7. Batteries (external/internal)being a consumable item are not covered in AMC.
8. The equipment covered under AMC shall not be shifted without prior information of Fusion Services who shall determine necessity of personal supervision.
9. The Service does not cover resolving the site related issues such as improper earthing. low/high input voltage,over loading, lighting, input output MCB’s etc.
10. The service agreement does not cover the replacement of batteries, main transformer & sites accessories like as cabling, MCB’s distribution box.

**ANNEXURE – II**

**SOFTWARE TECHNOLOGY PARKS OF INDIA, NOIDA**

W.O. No. STPIN/PUR/WO/22-23/07 Dt. 08/08/2022

#### Standard Terms and Conditions

1. The supplier must confirm the acceptance of the work order immediately on release of this order.
2. The Work Order No. STPIN/PUR/WO/22-23/07 Dt.08/08/2022 shall be quoted in all future correspondence and connected documents.
3. Branded items to be supplied should be of standard quality and as per approved specifications.
4. The rate indicated in this order is firm and no increase in rate will be accepted.
5. All supplies should be accompanied by a properly signed delivery challan. This challan must got duly stamped by the Security Officer at STPI Noida entrance point, and should be presented alongwith the bills. (Applicable only in cases of Local supply)
6. We reserve the right to reject the items not conforming to the approved specifications.
7. Material must be properly packed against any damage and insured.
8. Supporting vouchers for duties or taxes paid, insurance charges, freight or postage etc. shall be attached to the bill.
9. Delivery of the items should strictly be completed within the stipulated period.
10. Prompt and efficient ‘After Sales Service’ must be free within the guarantee period.
11. All Invoices should clearly mention the address as **STPI Noida.**
12. All follow-up action regarding the above WO should be intimated through email as per following details:

* Issues related to purchase order : noida.[purchase@](mailto:purchase@stpi.in)lsmgr.nic.in
* Issues related to payments : noida.[accounts@](mailto:accounts@stpi.in)lsmgr.nic.in

**ANNEXURE-III**

**SOFTWARE TECHNOLOGY PARKS OF INDIA, NOIDA**

W.O. No. STPIN/PUR/WO/22-23/07 Dt. 08/08/2022

**A. Information Security Guideline Acceptance for Vendor**

Vendor should confirm that all their employees working at STPI-Noida will abide by all the guidelines stated below and rules & regulations as per the information security policy of STPI-Noida.

1. All their employees working at STPI-Noida shall report all security weakness and incidents promptly to the Information Security Officer / Concerned officer at STPI-Noida.
2. All their employees working at STPI-Noida shall consider all clients submitting information and all reports to be proprietary and the contents shall not be disclosed to another party without the written approval of STPI-Noida under any circumstances.
3. Their employees will not report at STPI-Noida for performing any work including driving leased vehicles under the influence of alcohol or drugs.
4. If any of their employees working at STPI-Noida comes across any information /physical asset that is unattended, it should be handed over to the security officer immediately.
5. The character and background check for all of their employees should have been performed & found satisfactory.
6. The failure to follow the above guideline and negligence in the same or discovery of intent / abatement of Information Security Incident will attract penalty and or revoking the contract.

***B. Non – Disclosure* Agreement**

This Non – Disclosure Agreement (“Agreement”) between

**SOFTWARE TECHNOLOGY PARKS OF INDIA** with its office at Ganga Software Technology Complex, Sector – 29, Noida(UP), India.

**AND**

### **M/s Fusion Services**

**J-5, Park Street,**

**Mayur Vihar-II**

**Delhi-110091**

**Vendor should agree as follows:**

1. It is understood that either party may receive or may be exposed to private, proprietary or confidential information belonging to the other. It is hereby agreed that such information marked or otherwise identified with an appropriate legend as proprietary, private or confidential, will be held in confidence by the receiving party and not released without prior permission.
2. Vendor shall take all reasonable steps to ensure that their employees, agents and representatives shall maintain the confidentially of the shared proprietary information referred to in this section. Likewise Vendor shall take all reasonable steps confidentiality of the shared proprietary information referred to this section.
3. Exception : If, prior to the thereof under this agreement , information that becomes issue can be shown to have been developed independently by the party receiving it or was lawfully known to the party receiving it or has been lawfully received from other source , provided such other sources did not receive it due to a breach of this or similar agreement.
4. Further Exception : if subsequent to the receipt thereof under this agreement I) .Information in questions is published by the party furnishing it or is disclosed by the party furnishing it to others , without restriction; or II) It has been lawfully obtained by the party receiving it from other sources , provided such other source did not receive it due to a breach of this or similar agreement ; or III) if such information otherwise comes within the public knowledge or becomes generally known to the public.
5. Neither part party shall , without the prior written consent of the other , make or authorize any advertisement , public announcement press release referring for relating to the subject matter of this agreement or any other confidential information , which may have come to the acknowledge of that party in the course of the negotiation or subsistence of this agreement
6. Any breach or threatened breach of this agreement may cause the aggrieved party irreparable harm and will entitle them to seek injunctive relief without being required to pursue any other legal rights or to post any bond otherwise required thereof. The offending party if found guilty, agrees that it shall pay all cost and attorney’s fees incurred by the aggrieved in enforcing its rights under this agreement. The aggrieved neither reserves its rights to pursue any other remedies available, to it at law or equity and shall nor be required to elect a specific remedy.

**IN WITNESSES WHEREOF**, the parties here to have executed this agreement to be on the date stated below.

|  |  |
| --- | --- |
| **Name and Signature of**  **Software Technology Parks of India-Noida Representative** | **Name & Signature of Vendor / Party representative** |
|  |  |
| **Authorized Signatory** | **Name of Vendor** |