

NOTICE INVITING TENDER
FOR

Appointment of Service Provider
For
Online e-Auction Services

Uttar Pradesh State Industrial Development Corporation Limited invites Technical and Financial Proposals from firms of national and international repute to Provide Online eAuction Services

The document can be downloaded from the website <https://etender.up.nic.in>

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 5,000/- is to be paid only using RTGS favour of UPSIDC Ltd. payable at Kanpur (Bank Name IDBI Bank, Branch- Mall Road, Kanpur A/c No. 0090102000040637 IFSC Code: IBKL0000090).

Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	07/05/2018
2	Last date for receiving queries	17/05/2018 10:00 AM or next working day in event of a holiday
3	Date of Pre-Bidding Meeting	18/05/2018 11:00 AM or next working day in event of a holiday
4	Response to queries	23/05/2018 or next working day in event of a holiday
5	Proposal Submission Date	By 05/06/2018 at 5:00 PM
6	Technical Proposal Opening	08/06/2018 on or after 11:00 AM
7	Financial Bid Opening	To be notified
8	Letter of Award	To be intimated
9	Start Date	To be intimated to Selected Bidder
10	Cost of Tender (RTGS)	INR 5,000 (Rupees Five Thousand Only)
11	Earnest Money Deposit (EMD) in the form of FDR pledged in Favor of Financial Controller UPSIDC Ltd.	INR 10,00,000 (Rupees Ten lakhs Only)
12	Performance Bank Guarantee	10% of the Total Professional Fee
13	Website for Tender Documents	https://etender.up.nic.in
14	Method of Selection	QCBS 70:30
15	Contact Details	Managing Director UPSIDC Ltd. A 1/4, Lakhanpur Kanpur - 208024 E-mail id: 'md@upsidc.com' Telephone:0512-2582851, 2582852, 2582853

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

Pre-bid meeting & Clarifications

1 Bidders Queries

- a. Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- c. Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- d. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Department' reserves the right to hold or re-schedule the Pre-Bid meeting.

2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by department will endeavor to provide timely response to the queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will only be uploaded on the website <https://etender.up.nic.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

3 Key Requirements of the Bid

Bids should be submitted online through etennder.up.nic.in

4 Rights to terminate the process

- a. Department may terminate the RFP process at any time and without assigning any reason. Department make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Department. The Bidders' participation in this process may result Department selecting the Bidder to engage towards execution of the Contract.

5 RFP Document Fees

- a. RFP document can be downloaded from the website <https://etennder.up.nic.in>. The RFP document fees will be as mentioned in the factsheet given above.
- b. Proposals received without or with inadequate RFP Document fees shall be rejected.

6 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of INR 10,00,000/- (Rupees Ten Lakhs Only), in the form of a Fixed deposit receipt pledged to Financial Controller, UPSIDC and should be valid for 180 Days from the due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by Department within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

7 Submission of Responses

- a. Technical Bid (containing)
 - i. EMD, Power of Attorney and Bid Document Fees
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3
 - iii. Technical Proposal
- b. Financial Bid (containing)
 - i. Cover Letter
 - ii. Financial Proposal

8 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

9 Preparation and Submission of Proposal

Submission of Proposal will be through etender.up.niv.in

10 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

12 Late Bids

- a. Late bids shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

13 Evaluation Process

- a. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

14 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

15 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

16 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

17 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.
- d. Any document submitted after the last date of bid submission or any document submitted apart from etender.up.gov.in will not be considered in any case.

18 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

19 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Department on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

20 Contacting the Department

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

21 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have valid GST registration certificate.

22 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

23 Opening of Proposal

First, The Technical bid will be opened. The Financial bid may be opened in presence of technically qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Bid
- b. Financial Bid

24 Deciding Award of Contract

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.

- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with Department.
- e. Special Condition for Awarding the Agreement:
 - i. Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP.

25 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and

assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

26 Publicity

Any publicity by the Bidder containing the name of Department should be done only with the explicit written permission from Department.

27 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 10% of Total Professional Fee has to be deposited in the form of FDR/TDR/BG of any nationalized/ scheduled bank in the name of UPSIDC Ltd. the performance guarantee shall be valid for period of 6 months beyond the duration of Contract as specified in the RFP document. The Service Provider shall sign the Agreement within thirty days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

28 Performance Guarantee

The successful Service Provider / Company/ firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

29 Duration of Contract

The Contract shall initially be valid for a period of one year beginning from the signing of the Agreement/ Contract. The Service Provider/Joint Venture and the Department may mutually extend the Agreement for subsequent period depending on the requirements of the Department and on the terms mutually agreed by both the parties.

30 Terms and Conditions: Applicable Post Award of Contract

i. Termination Clause

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
 - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
 - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
 - iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

- iv. If the selected Bidder commits breach of any condition of the Contract
- v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

ii. Termination for Default

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

iii. Termination for Insolvency

Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

iv. Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Service Provider.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

v. Termination by Department

- a. The Department may, by not less than 60 days" written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Service Provider/ Advisor in writing with specific observations and instructions.

vi. Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Service Provider may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
 - ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

vii. Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

31 Liquidated Damages

- a. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Service Provider/ Advisor shall in no event exceed the total value of the fee received under this Contract.

32 Dispute Resolution Mechanism

The Department and the supplier shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.

33 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

34 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above

mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

35 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

36 Deployment

The proposed team is required to work in close coordination with the department. Whenever required, the proposed team has to follow the working hours, working days and Holidays of UPSIDC.

37 Payment Terms

UPSIDC will pay the fixed amount coated by the bidder for per lot to be auctioned.

38 Contract Performance Guarantee

Within 30 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department, Kanpur, which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 6 months beyond the duration of Contract as specified in the document.

- a. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- b. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

39 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

40 Contract administration

- a. Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

- i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
- ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- iv. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
- v. A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

41 Right of Monitoring, Inspection and Periodic Audit

The Department reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another Service Provider/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other Service Provider/ Advisor/ Agency appointed by the Department, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

42 Department's Obligations

The Department representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

Department shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

43 Information Security

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Department, whichever is earliest, return any and all information provided to the Selected Bidder by Department, including any copies or reproductions, both hard copy and electronic.

44 Indemnity

The Selected Bidder shall execute and furnish to the Department, a Deed of Indemnity in favour of the Department in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of Total Professional Fee in favour of the Department.

45 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. Department however reserve the right to review and negotiate the charges payable.

46 Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

47 Tenure of the Contract

The Tenure of the Contract will be 3 year which can be extended further on mutually agreed terms and conditions

48 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

49 Conflict of interest

The Bidder shall disclose to Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

50 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

51 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

52 "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Department, under or by virtue of or arising out of, the Contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favour of Department in such form as shall be required by it after the work is finally accepted.

53 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected Bidder.

54 General

55 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

Department will not be under any obligation to the Implementation Service Provider's/ Advisor's Team except as agreed under the terms of the Contract.

56 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Department.

57 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Department notifies the Selected Bidder of its release from those obligations.

58 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

59 Governing Law

This Contract shall be governed in accordance with the laws of India.

60 Jurisdiction of Courts

The High Court of India at Allahabad, Uttar Pradesh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

61 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

62 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Managing Director
UPSIDC Ltd.
A 1/4, Lakhanpur

Kanpur - 208024

E-mail id : 'md@upsidc.com'

Telephone : 0512-2582851, 2582852, 2582853

Fax : 0512-258079

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

63 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

64 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

65 Taxes

The Bidder shall pay all applicable taxes, if any, imposed on the Services under this Contract.

66 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

67 Fraud and Corrupt Practices

i. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as

the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.

- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical service Provider of the Department in relation to any matter concerning the Project;
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or

in any manner influencing or attempting to influence the Selection Process; or(ii)
having a Conflict of Interest; and

- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

PREQUALIFICATION / ELIGIBILITY CRITERIA

1. The Service provider should be ISO 9001: 2000, ISO 27000, CMMI Level 3 certified or higher organization (Certificate issued by relevant certifying authorities should be provided)
2. The Service provider should have consistent profitable operations for last three years. (Company balance sheet should be enclosed for FY15, FY16 and FY17 along with the certificate from statutory auditor.)
3. The average operational turnover (excluding short selling) of the service provider in last three Financial Years should not be less than INR 50 Crores(Company balance sheet & PL A/c for FY15, FY16 and FY17 should be enclosed along with the certificate from statutory auditor)
4. The service provider should not have been under a declaration of ineligibility / fraud / banned / blacklisted /by any PSU / State or Central Government institutions in India for any reason in the last three years. (Self-Declaration)
5. The e-auction process has to be carried out using a web based solution hosted on the Service Providers Internet Portal. (Self-Declaration)
6. The host (portal server) & the Data Centre hosting the webserver should be secured within the service providers own premises. (Self-Declaration and Certificate from Data Center Service Provider).
7. Availability of Disaster Recovery Site. (Self-Declaration and Certificate from Disaster Recovery Provider Agency along with the location of Data center and Disaster Recovery Site)
8. The Service Provider should have facility of integration of e-Auction system with UPSIDC ERP system for complete automation of e-Auction Process.
9. The e-Auction Software platform should be certified for security by any CERT-IN empaneled agency and should be ready for deployment within 30 days of award of contract.

Quality & Cost Based Selection

Service provider will be selected based Quality Cum Cost Based Method with 70% weightage to technical score & 30% weightage to financial price bid.

S.No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Turnover of the Firm	10	
A-1	Average annual operational turnover (excluding short selling) (Turnover of only lead partner should be taken into account) <50 Crore: 0 Marks 50 to 100 Crore: 5 Marks Above 100 Crores: 10 Marks	10	Certificate from statutory auditor /audited financial statements for the three previous financial years
B	Similar Previous Experience	35	
B-1	The Bidder should have experience in online auction of Government assets of Auction value: <ul style="list-style-type: none"> • 1000 crore or above - 5 marks for each project (maximum of 3 Projects) • 750 Crore and above but not more than 1000 Crore: 3 Marks for each project (maximum of 5 projects) • 500 crores and above but not more than 750 Crores : 3 marks for each project (maximum of 4 projects) Maximum of 15 marks	15	Project Summary Sheet along with Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + ongoing Certificate
B-2	The Bidder should have experience in online auction of Land and real estate for auction value more than 50 Crores, 5 marks will be provided for each such Assignments (maximum of 4 projects) Maximum of 20 Marks	20	Project Summary Sheet along with Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);
C	Certification	30	
C-1	The Company should be CMMi Certified <ul style="list-style-type: none"> • CMMI level 3 Certified : 5 Marks • CMMI level 4 Certified : 10 Marks • CMMI level 5 Certified : 15 Marks 	15	Certificate from certifying Agency

C-2	Cert-In STQC Certified Software	15	STQC certificate for eAuction software
D	e-Auction Software Details	25	
D-1	<ul style="list-style-type: none"> · Functionality of Software: 5 Marks · Reports and Alerts: 5 Marks · Customizability : 5 mark 	15	(Demonstration of Software & Technical Presentation)
D-2	Company having its own data center with ISO 27001	10	Data Center details with proof of ownership and Valid ISO certificate
	Total	100	

The Bidder must deploy resources at client side for any auction planned as per the requirement

Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest financial bid score shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Bid Score of Applicant under consideration}$

1. F_m : Lowest Financial Bid Score
2. S_f : Financial Score

For selection of Service Provider, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (T_m \times 0.70) + (S_f \times 0.30)$

- T_m : Technical Marks
 S_f : Financial Score

Selection

The Bidder scoring the highest Total Score shall be declared as the "Selected Service Provider"

Scope of Work

1. Service Provider would have to display details description of products/land/assets to be auctioned provided by CLIENT in a dedicated WEB Page of Client
2. Service Provider would have to design the auction platform to set up different terms and conditions for conducting auctions.
3. Advertisement in leading newspapers publishing the event after approval of competent authority of UPSIDC. The cost will be reimbursed to Service providers at actual.
4. Valuation of the Assets/Items to be Auctioned as per the UPSIDC requirement
5. The Proposed Solution should support multiple customizable Auction Methodologies
 - o First-price sealed-bid auctions
 - o Open ascending-bid auctions (English auctions)
 - o Open descending-bid auctions for purchase only (Dutch auctions)
 - o Any Other

Reserve price/Base price of auction will be approved by UPSIDC.

6. The Service Provider should have a buyer management system with the following features:
 - o Buyer engagement Process - Buyer feedback survey, periodic buyer conference, regular buyer visits, new buyer discovery
 - o System - Use of CRM Tools for efficient buyer engagement and acquisition, complain handling portal for effective resolution of buyers' issues (the portal should have functionality to integrate with CLIENT portal.)
7. The Pre-Auction EMD would be decided by CLIENT in consultation with SP. UPSIDC may ask SP to collect such pre-Auction EMD from all the eligible bidders on UPSIDC behalf.
8. The Service Provider would identify and qualify potential bidders, try to ensure maximum participation of bidders, to provide help and support to bidders during the bidding process and to market the CLIENT s product among potential bidders.
9. Service Provider in consultation with CLIENT would fix date and time of e-auction and terms of sale. However, CLIENT shall be the final authority to decide terms of sale and also regarding the date and time of e-auction.
10. Service Provider should ensure registration of those bidders who have accepted terms and conditions of online forward auction of CLIENT.
11. Service Provider should provide User ID / Password to eligible buyers and train buyers before participation.
12. Conduct mock eAuction prior to actual event with eligible buyers.
13. Conduct eAuction with eligible buyers, The SP should have LIVE auction Helpdesk and recording facility.
14. Service Provider should submit highest bid report and detailed bid report to CLIENT within 1 working day of close of auction.
15. Service Provider would provide CLIENT with necessary information for settlement of any

customer complaints pertaining to the bidding process.

16. The auction portal should have facility to collect and manage EMD Online with the following minimum features
 - Ledger view for bidders,
 - Allow the bidders to maintain a free pool of readily available fund and allocate to auctions for the purpose of participation in the same
 - The system should have capability to integrate with Payment Gateway as per CLIENT requirements
 - The system should provide reports to determine the final EMD remittance per auction to CLIENT
 - Automatically de-allocate the EMD of unsuccessful bidders
17. Service provider should provide following post sales service:
 - a. Issue of Sale Order to H1 customer for approved assets
 - b. Acceptance of payment
 - c. Issue of Delivery Order
18. Service Provider will conduct e-auction directly and not appoint any sub-contractor/auctioneer/trader for this purpose.
19. CLIENT reserves the right to withdraw any product / products/ lot, modify/alter terms and conditions of sale at least 24 Hrs before the date and time of auction.
20. Client will have right to offer the service of e-Auction platform to other department at the same charges as quoted by the vendor. The client will be free to charge a facilitation fee for any such service offered
21. Service Provider will undertake to maintain strict confidentiality and should not disclose / transfer any information or data to any third party for the auctions conducted by them for CLIENT.
22. Service Provider should submit invoice for service rendered with GST or any other Cess, taxes, duties and levies payable by the service provider on the Fees / Charges. In case of any TDS deduction, CLIENT would provide the service provider a TDS certificate.
23. CLIENT would release the payments after submission of Invoice and approval of competent authority.

Annexures

Annexure I: Proposal Covering Letter

Date:

Managing Director
UPSIDC Ltd.
A 1/4, Lakhanpur
Kanpur - 208024
E-mail id: 'md@upsidc.com'
Telephone:0512-2582851, 2582852, 2582853

Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. UPSIDC , Kanpur may contact the following person for further information regarding this tender:
(Name and full address of office, Contact No., Email ID, Company Name)
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original Proof of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Bidder (firm etc.)

Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement <<Name of the project>> involving the deliverables as per agreement with UPSIDC, vide Request of Proposal (Tender Document) Document dated ____, issued by Managing Director, UPSIDC, including signing and submission of all documents and providing information and responses to clarifications/enquiries etc. as may be required by UPSIDC or any governmental authority, representing us in all matters before UPSIDC and generally dealing with UPSIDC in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C)

To

Managing Director

UPSIDC Ltd.

A 1/4, Lakhanpur

Kanpur - 208024

E-mail id: 'md@upsidc.com'

Subject: Selection of Service Provider <<name of the Project>>

Sir,

We, the undersigned, offer to provide the services of eAuction to UPSIDC in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Professional Fee

Sr. No.	Reserved Price	Multiplication Factor [A]	Fixed eAuction Fee (INR) inclusive of all taxes for per lot Auctioned [B]	Bid Score [A X B]
1	For Reserved Price up to 1 Crore	0.6		
2	For Reserved Price more than or equal to 1 crore and above	0.4		
Total Bid Score				

Total Bid Score in words:.....

Note:

The above fee includes all Taxes travel, lodging and other out of pocket expenses; no additional out of pocket expenses would be paid during the engagement

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: