

Software Technology Parks of India



**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIRE DETECTION & GAS
SUPPRESSION SYSTEMS
(Tender No: STPIG/PUR/QUO/19-20/01 dated 30/08/2019)**

**SOFTWARE TECHNOLOGY PARKS OF INDIA
(Ministry of Electronics & Information Technology, Government of India)
9th Floor, GIFT One Tower, GIFT City, Gandhinagar - 382355
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NOTICE INVITING e-TENDER

Subject	Comprehensive Annual Maintenance Contract for Fire Detection & Gas Suppression Systems
Tender No. & Date	STPIG/PUR/QUO/19-20/01 dated 30/08/2019
Date of Tender Publication	30/08/2019 at 15:00 Hrs.
Tender Download Start Date	30/08/2019 at 15:00 Hrs.
Tender Download End Date	26/09/2019 at 15:00 Hrs
Pre Bid Meeting	11/09/2019 at 15:00 Hrs at STPI-Gandhinagar
Bid Submission Start Date	12/09/2019 at 15:00 Hrs
Bid Submission End Date	26/09/2019 at 15:00 Hrs
Date & Time for Technical Bid Opening	27/09/2019 at 15:00 Hrs
Date & Time for opening of Financial Bids	TO BE CONVEYED SEPRATELY
Validity of Bids	90 Days from the bid submission end date

Software Technology Parks of India (STPI), Gandhinagar invites limited Tender under two-bid system (Technical bid and Financial bid) from vendors fulfilling the eligibility requirements as mentioned in tender document for the Comprehensive Annual Maintenance Contract of the **Fire Detection & Gas Suppression Systems** as mentioned in **Annexure-A** of the Tender document.

EMD/Bid security for an amount of Rs. 4,500/- (Rupees Four Thousand Five Hundred only) as per Annexure-F to be enclosed with technical bid. The EMD/Bid security should be deposited through RTGS/NEFT, in favor of STPI, Gandhinagar. Bank details mentioned below: -

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

IMPORTANT NOTE:

- (1) Tender document may be download from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> & www.gnr.stpi.in from 30/08/2019 at 15:00 Hrs to 26/09/2019 at 15:00 Hrs. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure - H regarding 'Instructions for online Bid Submission'**



- (2) Bidder can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- (3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.
- (4) EMD must be submitted on or before bid submission closing time as mentioned in the tender document/corrigendum at STPI Gandhinagar failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money Deposit in Technical Bid while submitting the bids online. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash /cheque.
- (5) The bidders those who have registered with NSIC/MSEs shall be exempted for submission of EMD. However, the bidder shall submit the valid NSIC registration certificate for availing such exemptions. Copy of the valid NSIC certificate should be submitted along with the tender document in Technical Bid through online mode only, failing which offer may be liable for rejection of the bids.
- (6) STPI -Gandhinagar may extend the deadline for submission of bids by amending the bid documents. This will be suitably notified in the websites www.gnr.stpi.in and <https://www.eprocure.gov.in/eprocure/app>.
- (7) Corrigendum/addendum, if any, will be published only in the referred websites and separate communication will not be sent for the same. Bidder are therefore, requested to visit the referred websites regularly to keep themselves updated.
- (8) Last Date and Time for submission of Tender is **26/09/2019 at 15:00 Hrs.**

Dikson J. Christian
(Admin. Officer)

1.0 Scope of the Work

Comprehensive Annual Maintenance Contract of **Fire Detection & Gas Suppression Systems** at STPI, Gandhinagar, 9th Floor, GIFT One Tower, GIFT City, Gandhinagar – 382355 (Gujarat). The details of equipment that are proposed to be covered under AMC are given in **Annexure-A**. The list is indicative & the prospective bidder must do a site visit to confirm/cross-check the list.

The terms 'system' shall mean and include Fire alarm panel, controls & control panels, Addressable Module, sub-modules, Smoke Detector, readers, Conventional Gas release Panel, Call Point, Conventional Sounder & spare parts etc. for which comprehensive maintenance services have to be provided by the Bidder under the Contract.

Services will include:

- i. Preventive Maintenance: Preventive maintenance services are required to be taken up by the Bidder on quarterly basis. The Bidder has to inform the schedule of preventive maintenance at least 3 days before schedule time. Preventive maintenance consisting inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc. bidder has to complete as per the schedule.
- ii. Breakdown Maintenance: The Bidder has to carry out Corrective Maintenance Services as and when required upon receiving information of any fault in the equipment covered under the contract. The Bidder shall carry out troubleshooting & repair/replacement of faulty equipment parts as and when required in co-ordination with the STPI. Any repair/replacement required to be intimated well in advance.
- iii. The inspection & operational test of all installed systems, control panels, full function tests for equipments installed and service report on the functionality of the equipments installed with suggestion for improvements & upgrades, if any, shall be carried out during the inspection/service visit.
- iv. Maintain an adequate inventory of Spare Parts for the equipment under AMC. All materials and equipments shall be from approved manufacturers and shall be suitable for the performance of their respective functions.
- v. The Annual Maintenance Contract shall be comprehensive in nature and shall include servicing and repairs/fixing replacement of all components and parts of the systems. The term Maintenance shall also include cost of all parts/repairs/replacements necessary for the proper functioning of the aforesaid systems. No Extra charges for any wear and tear/spare parts etc. shall be made by STPI.
- vi. Bidder needs to submit reports of complaints logged, periodic inspection etc.
- vii. The bidder would provide services for maintaining and attending complaints during seven days a week.
- viii. The uptime/ downtime report of all the systems should be provided with bills. In substitution of the faulty equipment/ parts, the Bidder must provide standby



equipment/ parts of similar configuration and in working condition without any extra charges till faulty equipment/ parts get serviced from authorized service centers of manufacturer to ensure trouble free service. In case of non-availability, the replacement with higher version without additional cost will be done by bidder.

- ix. It shall be the responsibility of the bidder to make all equipment work satisfactory throughout the contract period and also to handover the equipment to this office in working condition on the expiry of this contract.

2.0 TECHNICAL QUALIFYING CRITERIA:

- 2.1 The bidder should be a registered company under Companies Act, 1956 /Proprietor/Partnership /Pvt. Ltd. (Copy of PAN/GST registration/ROC etc.).
- 2.2 The bidder should have average annual turnover of minimum Rs. 5 Lacs in the last three financial years. CA certified annual report for last three financial years to be furnished. (Provisional Certificate from CA in case Annual audit report not available).
- 2.3 Bidder should have executed/completed at least 3 work orders of similar services (Not less than Rs. 2.00 Lacs) during last three years out of which 1 must be of Central/State Govt./Autonomous Body/PSU. Copies of work orders and completion/performance certificate issued by Competent Authority to be furnished along with the bid.
- 2.4 Technical Competence of the bidder will be judged by the committee which will be based on the completion/performance certificate(s) provided by the bidder.
- 2.5 The bidder should be Authorized Partner of OEM for the equipments listed at Annexure A. Documentary evidence need to be enclosed.
- 2.6 The bidder should not have been banned/de-listed/ black listed/ de-barred from business by any PSU / Govt. Department during last three (03) years. Self-declaration in this regard is to be submitted by the bidder as per Annexure-E.
- 2.7 Bidder should submit copy of GST registration No.(if applicable) and PAN Card.
- 2.8 Bidder should give undertaking to take AMC of all the items of Annexure-A Which is indicative in nature & the prospective bidder must do a site visit to confirm/cross-check the list.
- 2.9 Bidder should have office/presence in Gandhinagar/Ahmedabad from where services have to be provided. Office addresses declaration to be furnished.
- 2.10 The bidder should provide escalation matrix for effective use of complaint redressal/ fault repair maintenance system.

3. PERIOD OF VALIDITY OF BIDS:

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

4. Earnest Money Deposit (EMD):

EMD must be submitted on or before bid submission closing time as mentioned in the tender document/corrigendum at STPI Gandhinagar failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money Deposit in Technical Bid while submitting the bids online. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque.

- 4.1 EMD of the successful bidder will be refunded after submission of Performance Bank Guarantee as per Annexure - G. The EMD will be returned to all un-successful bidders after finalization of tender and bears no interest.
- 4.2 The successful bidder, on award of contract/work order, must send the contract/order acceptance in writing, **within 7 days** of award of contract/order, failing which the EMD will be forfeited.
- 4.3 The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid Validity specified in the tender.
- 4.4 The bidders those who have registered with NSIC/MSEs shall be exempted for submission of EMD. However, the bidder shall submit the valid NSIC registration certificate for availing such exemptions. Copy of the valid NSIC certificate should be submitted along with the tender document in Technical Bid through online mode only, failing which offer may be liable for rejection of the bids.

5. Forfeiture of EMD/Security deposits:

- 5.1 If the successful bidder refuse/fails to accept purchase/work order within Seven days.
- 5.2 If the Bidder withdraws tender before/ after finalization of the tender.
- 5.3 If the successful bidder abandons the contract.
- 5.4 If the contract is terminated by STPI due to poor performance/variation of any clause of agreement or any bad act of selected bidder.

6 BIDDING PROCESS

- 6.1 The bid must be submitted online at CPP eProcurement Portal (<https://eprocure.gov.in/eprocure/app>) along with all supporting documents & Annexure using English Language and international numerals.
- 6.2 Offers through Email / Fax, etc and open offers shall not be accepted. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected.
- 6.3 In case the specified date for the submission of offers being a holiday or declared holiday for STPI, the bid-closing deadline shall stand extended to the next working day up to the same time.
- 6.4 STPI also reserves the right to modify/relax any of the terms & conditions of the tender.
- 6.5 STPI may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole.
- 6.6 STPI reserves the right to accept any tender from among the tenders received or to reject any or all the tenders so received without assigning any reasons thereof.
- 6.7 Alterations, if any, in the proposal should be attested by the tenderer, failing which the tender is liable to be rejected.
- 6.8 The interested Bidders would be required to submit its bid online in Two-Bid Format, viz. Technical and Financial Bids along with Bid Security.

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

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

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

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

- 6.9 The duly filled financial bid have to be submitted as per proforma given in the tender document at Annexure-D. Conditional financial bid shall be summarily rejected. Modification of financial bid is not allowed, once the bid is submitted. The Financial Bids of only those agencies who have qualified in the Technical bids shall be opened.
- 6.10 The rates should be quoted in Indian Rupees, BOTH IN FIGURES & WORDS. All the quoted prices shall be fixed and shall not be subject to escalation of any description during the bid validity period.

- 6.11 In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- 6.12 The bidders are required to submit a Financial Bid undertaking as per format at Annexure-B.
- 6.13 Bidders may visit STPI- Gandhinagar office from **30.08.2019 (Bid Start Date) to 11.09.2019 (Pre-Bid Meeting Date)** for inspection of the equipment during office hours i.e. 9:00 A.M to 05:30 P.M.

7 BID OPENING AND EVALUATION

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



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

8 ISSUE OF WORK ORDER:

- 8.1 The issue of a Work Order shall constitute the intention of STPI to receive the Services from the Successful Bidder during the specified period.
- 8.2 The successful bidder shall give their acceptance within 7 days of issue of the Work Order.
- 8.3 The L1 bidder shall be selected with compliance to Specifications, terms and conditions of tender document on the Grand total basis of Annexure-D. The Contract/Work Order shall be awarded to L1 bidder. No additional payment whatever will be done other than the evaluated L1 value.
- 8.4 In case two or more bidders have quoted same rate, then bidder having higher experience as per Clause 2.3 of Technical Qualifying Criteria shall be considered as L1.

DETAILS OF EQUIPMENT*

Sr. No	Category	Descriptions	Qty
1	Fire Detection System (FDS)	Fire Alarm Main Panel Honeywell	1
2		Fire Alarm Repeater Panel Honeywell	1
3		Multisensor Type Smoke Detector	49
4		Heat Detector	2
5		Addressable Monitor Module	5
6		Addressable Control Module	6
7		Addressable Manual Call Point	4
8		Addressable Sounder with Strobe	4
9		Fault Isolation Module	6
10	**Gas Suppression System(GSS)	Conventional Ravel Gas release Panel	1
11		Conventional Smoke Detector	2
12		Manual Abort Station	1
13		Manual Release Station	1
14		Manual Call Point	1
15		Conventional Sounder	1

* The above listed **Fire Detection & Gas Suppression Systems** are indicative & the prospective bidder must do a site visit to confirm/cross-check the list.

** Gas Suppression System also contains Cylinder (Novec 1230). The Comprehensive AMC does not include refilling of fire suppression agent.

ANNEXURE - BBID UNDERTAKING

Tender No.

Date:

The Director
 Software Technology Parks of India
 9th Floor, GIFT One Tower, GIFT City,
 Gandhinagar - 382355 (Gujarat)

Dear Sir,

1. We submit the Financial Bid for "Annual Maintenance Contract of **Fire Detection & Gas Suppression Systems** and related activities as envisaged in the Bid document for one year-
2. We have thoroughly examined and understood all the terms and conditions as contained in the Bid document and corrigendum (s) and agree to abide by them unconditionally in its totality/entirety.
3. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
4. We undertake, if our Bid is accepted, to commence service deliveries with immediate effect from the date of issue of Work Order at the rates as indicated in the price bid.
5. We agree to abide by this Bid for a period of 90 days from the bid submission end date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2019

Name and Signature -----

In the capacity of -----

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

Witness.....

Address.....

Signature

ANNEXURE - C

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

Sl. No.	Technical Qualifying Criteria	Attached Documents at Page no. of bid
1.	Covering letter with details like Name of the Organization, Registered Address, Email, Telephone & Name of Contact person etc.	
2.	The bidder should be a registered company under Companies Act, 1956 /Proprietor/Partnership /Pvt. Ltd. (Copy of PAN/GST registration/ROC etc.).	
3.	Bidder must have average annual turnover of minimum Rs. 5 Lacs in the last three financial years (Enclose CA certified report/Provisional Certificate from CA as a proof).	
4.	Minimum three Completion / performance certificate for similar type of work carried out by the bidder in last three year out of which one should be from Central Govt./State Govt./ Autonomous Body/PSU.	
5.	Document for Bidder being Authorized Partner of OEM	
6.	Self-declaration for not blacklisted as per Annexure-E	
7.	GST Registration Number (copy to be attached)	
8.	Permanent Account Number of the firm (Copy to be attached)	
9.	Undertaking to take all the equipment's under AMC	
10.	Declaration for office/presence in Gandhinagar/Ahmedabad with address and telephone No.	
11.	Escalation Matrix	
12.	Undertaking as per Annexure-B duly filled and signed by authorized Signatory	
13.	EMD forwarding letter as per Annexure-F for Bid Security of Rs 4,500/- in the form of RTGS/NEFT	

ANNEXURE - DItem Rate BoQ

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

Name of Work: Comprehensive AMC of Fire Detection & Gas Suppression Systems installed at STPI Gandhinagar

Contact No:

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

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

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

Note:-

- Price bid in form of BOQ (Above is the sample, attached for reference only) will be accepted. No other form of submission of financial quote will be accepted.
- Bidders may understand the BOQ at the time of Pre-Bid Meeting.

Signature & Seal of the Bidder

ANNEXURE -ESELF DECLARATION

This is to certify that << COMPANY NAME >> has not been blacklisted by Central/State Government (incl. its department/agency) or was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices during last three (3) years.

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

**Seal and Sign of authorized signatory of the Bidder Name &
Address:**

EMD Forwarding Letter

From (Name & Address of the Bidder)

To

The Director
 Software Technology Parks of India
 9th Floor, GIFT One Tower, GIFT City,
 Gandhinagar - 382355 (Gujarat)

Sub.: Earnest Money Deposit for bid no. STPIG/PUR/QUO/19-20/01/.dated 30.08.2019**Ref.: Bid document dated**

Dear Sir,

We, M/s. _____, having read and examined in details the bid document and amendments for **“Tender for Comprehensive Annual Maintenance Contract (CAMC) of Fire Detection & Gas Suppression System.**

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

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

We, M/s. _____ having read and understand the clause no. _____ towards forfeit of EMD.

Vendor details (for EMD return purpose) :

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

Yours Sincerely,

Signature & Seal of bidder

ANNEXURE-G**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (herein after called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least two months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.



- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- 9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- 10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

in the presence of:

Witness-1.

Signature _____

Witness-2.

Signature _____

Signature & Seal of the Bidder

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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



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

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

ASSISTANCE TO BIDDERS

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

Terms and Conditions

1 PERFORMANCE SECURITY:

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

2 PAYMENT TERMS:

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

3 LIQUIDATED DAMAGES:

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

4 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the STPI as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

5 BLACKLISTING:

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

6 TERMINATION OF CONTRACT:

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

6.1.1 If bidder fails to perform any obligation(s) under the Contract; and

6.1.2 If bidder, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as STPI may authorize in writing) after receipt of the default notice by the bidder.

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

7 Jurisdiction of Court:

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

8 DISPUTE RESOLUTION:

8.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the DIRECTOR, GANDHINAGAR.

8.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

8.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Gandhinagar only.

9 ANNULMENT OF LETTER OF INTENT:

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

- 9.2 STPI reserves the right to disqualify the bidder for a suitable period who habitually failed to supply the service in time. Further, bidder's who do not perform satisfactory services in accordance with the specifications may also be disqualified for a suitable period as decided by STPI.
- 9.3 STPI reserves the right to debar a bidder for a suitable period in case he fails to honor his bid without sufficient grounds

10 PURCHASERS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

11 Disclaimer

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

12 RISK & COST

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

13 SUBCONTRACTING

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

Non-Disclosure Agreement

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

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

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

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

- (a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.
- (b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party. If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.
- (c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or

indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its 'Affiliates'). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

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

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

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

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

6. Miscellaneous Provisions:

- (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.



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

Signed on behalf of

M/s. Software Technology Parks of India

Signature:

Name:

Designation with seal:

Date:

Signed on behalf of

M/s.....

Signature:

Name:

Designation with seal:

Date: