



SOFTWARE TECHNOLOGY PARKS OF INDIA
सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ इंडिया
 (Ministry of Electronics & I.T. (MeitY), Govt. of India)
STPI ELITE Tower, Plot No.2/A, IDCO Industrial Area
Gothapatna, PO-Malipada, Bhubaneswar-751003 (Odisha)
Tel: 0674-2623000
 Website: Bhubaneswar.stpi.in

सीमित ई-निविदा सूचना / LIMITED E-TENDER NOTICE

Tender Title : Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI Bhubaneswar and Its Subcenters
Tender Ref. No. : 246/Part-I/12(201)/1839/STPI-BH/2022 Date:01.02.2022
Last Date & Time : 10.02.2022 by 15:00Hrs

1. निविदा का प्रणाली / MODE OF TENDERING : दो प्रस्ताव प्रणाली / Two-Bid System

प्रस्ताव दो प्रस्ताव प्रणाली के अंतर्गत ऑनलाइन, <https://eprocure.gov.in/eprocure/app> पर केवल जमा करने की जरूरत है। किसी भी अन्य प्रणाली द्वारा भेजा गया प्रस्ताव को स्वीकार नहीं किया जाएगा। / Bid to be submitted online only in <https://eprocure.gov.in/eprocure/app>. Bid sent by any other mode will not be accepted. मानदंड आदि के समर्थन में सभी दस्तावेज और पात्रता, निविदा दस्तावेज के साथ अपलोड किए जा ना चाहिये। निविदा दस्तावेज के अनुसार अपेक्षित सभी सूचनाओं को प्रस्तुत करने में विफलता, ई-प्रस्ताव को अस्वीकार कर दिया जायेगा। / All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender Documents. Failure to furnish all information required as per the Tender Document may result in the rejection of the e-Bid.

महत्वपूर्ण तिथि एवं तथ्य / Critical Date & Fact Sheet

प्रकाशन तिथि / Date of Publishing	01.02.2022
प्रस्ताव प्रस्तुत करने की तिथि / Bid Submission Start date & Time	01.02.2022, 15:00 Hrs
(ईएमडी) मूल्य / Earnest Money Deposit (EMD) Value	Bid Security Declaration should be submitted as per Annexure-IV
प्रस्ताव जमा करने की समाप्ति तिथि / Bid submission End Date & Time	10.02.2022, 15:00 Hrs
प्रस्ताव खोलने की तारीख / Bid Opening Date & Time	11.02.2022, 15:30 Hrs at STPI, Conference Hall, Gothapatna, Bhubaneswar
प्रस्ताव की वैधता / Validity of Bid	90 Days from the mentioned date of closing
निविदा आमंत्रित प्राधिकारी / Tender Inviting Authority	The Director, STPI-Bhubaneswar
वित्त प्रस्ताव खोलने की तारीख / Financial Bid opening Date	Will be notified later only to the technically qualified agency/bidder

निविदा दस्तावेज किसी भी समय वेबसाइट www.bbs.stpi.in और www.eprocure.gov.in से डाउनलोड किया जा सकता है। / Tender can be downloaded any time from STPI website www.bbs.stpi.in or CPP portal www.eprocure.gov.in.

निविदा दस्तावेज से संबंधित किसी भी स्पष्टीकरण / प्रश्नों के लिए, कृपया खरीद समन्वयक से संपर्क करें। / For any clarifications/queries related to tender document, please contact the Purchase coordinator at above given contacts (s.mohanty@stpi.in).

Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly. Changes made in the tender documents due to reasons beyond the control of STPI will be uploaded on the website only and no additional notification will be issued in Newspaper.

INDEX

SL. NO.	CONTENT	PAGE NO.
1.	SCHEDULE OF REQUIREMENT	3
2.	INSTRUCTION TO BIDDERS & GENERAL TERM AND CONDITIONS	3
3.	ANNEXURE-I (ACCEPTANCE LETTER)	10
4.	ANNEXURE-II (BANK GUARANTEE FORMAT)	11
5.	ANNEXURE-III (Details of the Vendor Firm/Company)	13
6.	ANNEXURE-IV (Bid Security Declaration Format)	14
7.	ANNEXURE-V (Declaration-1)	15
8.	ANNEXURE-VI (Declaration-2)	16
9.	ANNEXURE-VII (Declaration-3)	17
10.	ANNEXURE-VIII (AGREEMENT)	18
11.	ANNEXURE-IX (Indicative Price Bid)	19

SCHEDULE OF REQUIREMENT

STPI-Bhubaneswar invites online bids from reputed, experienced & financially sound Accredited Body/bidders for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI Bhubaneswar and Its Subcenters in a two bid system (three parts).

1. The scope of work includes:

- a. Carrying out Stage-1 / Initial Audit, Stage-2 / Certification Audit and issuance of certificate(s) (IAF accredited board such as NABCB, UKAS, IAS, ANAB, etc.) for the Information Security Management System (ISMS) of STPI, Bhubaneswar and its seven (7) sub-center offices located in Patna, Rourkela, Balasore (Baleswar), Berhampur, Deoghar, Dhanbad and Ranchi based on the latest applicable versions of ISO 27001.
- b. Carrying out two subsequent annual surveillance audits at appropriate intervals as per the latest applicable standard prevailing at the time of surveillance audit.

GENERAL TERMS AND CONDITIONS AND INSTRUCTION TO BIDDERS

- I. The tender document can be downloaded from our website <https://bhubaneswar.stpi.in/> and CPP Portal www.eprocure.gov.in/cppp
- II. **Compliance Statement:** The bidder should quote strictly as per the tender specification. A Statement of Compliance shall be given against each item in the prescribed format given in Annexure-I. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections if any shall be duly signed by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
- III. The rates should be quoted in **Indian Rupees**, for the entire work to be done at site, 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.
- IV. 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.
- V. STPI, Bhubaneswar reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. 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. 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.
- VI. **Disclaimer:** This Tender / Request for Tender (RFT) is not an offer by STPI, Bhubaneswar, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFT process.
- VII. **Price Basis:** Price quoted should be in the prescribed format as per excel sheet provided in Central Public Procurement Portal.

VIII. Eligibility Criteria

1. No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected.
2. The bidder firm shall possess the required tools, plants, skilled manpower, etc. required for execution of the subject scope of work in the tender. Bidder firm shall submit an undertaking stating that no part of the scope of work shall be sublet or outsourced to any third party.
3. Any person of the certification body shall not be permitted to tender for works in STPI, (responsible for award and execution of contracts) in which his near relative is posted as officer in any capacity between the grades of Executives and Non-Executives (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in STPI. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Authority.

Note: By the term near relative is meant wife, husband and parents, grandparents, children and grandchildren, brothers and sisters, uncle, aunt and cousin and their corresponding in laws.

4. The bidder should have successfully executed at least 5 (Five) ISMS Certification work orders in the past five years, out of which at least 2 (two) in Govt. / PSU.
5. Completion/Performance Certificate:
 - a. Bidder must submit Completion /Performance certificate in respect of the works claimed against experience for any 2 (two) work orders. These certificates should be issued by the end user for whom the works have been carried out. Certificate shall be endorsed by the bidder.
 - b. Such performance/experience certificates should clearly indicate the following:
 - i. Value of order or contract
 - ii. Scope of order or contract
 - iii. Order or Contract No., Award date
 - iv. Certification dates & contract completion date
 - v. That the contractor's performance was satisfactory.
 - c. The scope of works in respect of works claimed should be substantiated by submission of appropriate documentation such as relevant portion of the contract.
 - d. The bidder must have valid PAN/GST.
 - e. No bidder firm or its subsidiary firm or its parent firm shall not be allowed to submit alternate bids. Such bids shall be summarily rejected.
 - f. Concessions to the bidders registered with NSIC/MSME, shall be applicable as per the directives of Govt. of India.
 - g. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.

- IX. Bid Submission** shall be made in three separate folders as provide in CPPP. **Folder – I:** - EMD for online e-Tendering/ Scanned copy of Bid Security Declaration.

Folder II (Technical Bid) will contain qualifying requirements of Contractor / Firm. The tenderer shall upload the digitally signed file of scanned documents and firm's bio-data in

support of their meeting each criteria mentioned below in the Technical Bid / Attachments Section in the portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

List of documents to be uploaded in the PQQ/Technical Bid:

Sr. No.	Eligibility Bid e-Documents (PDF)	e-File: Named As
1	PAN /GST	Firm/Company Details
2	Proof of Experience of Works claimed.	At least 5 (five) PO / work orders
3	Proof of completion/performance certificate with complete details of works claimed	Minimum 2 (two) CC
4	A letter of bidder having details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).	PO-Customer –Details
5	As a proof of financial turnover, copy of abridged Balance Sheet (ABS) along with Profit and Loss account of the firm (bidder) for last three years ending 31 st March 2020.	ABS & P&L-2017-18, 2018-19, 2019-20
6	Letter for Un-conditional Acceptance of terms & conditions of tender as per as Annexure-I	Acceptance Letter
7	Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm)	PoA
8	Agencies should have valid Certificate from IAF accredited board for ISMS.	Copy of Certificate
9	Details of the Vendor Firm/ Company: Format enclosed as Annexure-III of the tender document	Vendor Details
10	Declaration-1, Declaration-2, Declaration-4, By the Contractor / Tenderer	Declaration-1, Declaration-2, Declaration-4
11	Any other eligibility related documents as per tender document.	Other Docs
12	Tender Document including Corrigendum (If any).	Tender doc

Folder– III (Financial Bid) shall be submitted in .xls file uploaded in price bid folder of e-Tender CPP Portal. The bidder shall download .xls file from Price bid folder, will fill rates in the mentioned shells in .xls file. Bidder should ensure the final price in .xls file in Word and figures. After filling of price bid, bidder will digitally sign the .xls file and upload the document in price bid envelope. Unconditional rebate i.e. header discount (%) if any is to be put in mentioned section of .xls file only.

- X. **Procedure to open the Bid:** Folder – I will be opened as per date and time mentioned in Tender document.

Folder-II will be opened only of those bidders, who have submitted Bid Security Declaration. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors / firms through e – tendering portal. If any clarification is needed from the bidder about the deficiency in his uploaded documents, The bidder shall upload the requisite clarification / documents within time in “Short fall documents “, failing which tender will be liable of rejection.

Folder-III will be opened only of those bidders, who found technically qualified.

- XI. **Billing** is to be done in the name of Software Technology Parks of India (STPI), STPI ELITE TOWER, Plot No.2/A, IDCO Industrial Area, Gothapatna, PO-Malipada, Bhubaneswar – 751023, Odisha, India. **The invoice should contain the correct GSTIN of both parties, HSN Code, GSTIN for TDS, Bank details, etc.** The payment would be on the basis of the actual bill

of supplied with all necessary documents, duly certified by our authorized representative at STPI, Bhubaneswar.

- XII. **Award Criteria:** STPI will award the contract to the successful Bidder whose bid would be determined to be substantially responsive, technically complied and determined as the best evaluated bid in terms of lowest rates. The lowest rates (L1) will be evaluated as per the “Grand Total” of the Price Bid Form in CPPP.

XIII. **Payment Terms:**

Payment will be made after receipt of proper invoice after completion of each milestone.

Milestone 1: ISO 27001:2013 Certification

Milestone 2: Surveillance Audit 1

Milestone 3: Surveillance Audit 2

Breakup of the cost of above milestones to be provided. No separate cost of Travel/Halting shall be paid by STPI.

- XIV. **Delivery Schedule:** Following milestones to be achieved towards certification:

Stages	Particular	Schedule
Milestone 1	ISO 27001:2013 Certification	The certification should be completed within the 20 days of initiation of audit process. Initiation date will be advised by STPI.
Milestone 2	Surveillance Audit 1	The surveillance audit must be completed within the stipulated time frame as per ISO 27001:2013 practices. The surveillance audit will be completed within a year of awarding ISO 27001:2013 certifications. The surveillance audit should be completed within 15 days after the initiation of the process. The dates of initiation will be advised by STPI
Milestone 3	Surveillance Audit 2	The surveillance audit must be completed within the stipulated time frame as per ISO 27001:2013 practices. The surveillance audit 2 will be completed within two years of awarding ISO 27001:2013 certifications. The surveillance audit 2 should be completed within 15 days after the initiation of the process. The dates of initiation will be advised by STPI.

Services shall be made by Service Provider within the timelines prescribed in this document. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify STPI in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, STPI shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document)

- XV. **Earnest Money Deposit (EMD)**

Bidder shall submit Bid Security Declaration as per format provided in Annexure-IV.

- XVI. **MSE bidders should declare their UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order 2012.**
- XVII. **Performance Bank Guarantee:** Performance Bank Guarantee shall be equal to 3% of the order value valid for 3 month beyond the contract period of the order. Successful Bidder will submit Performance Bank Guarantee as per format in Annexure-VIII hereto, within 15 working days of receipt of the Notification of Award or Order.
- XVIII. **Liquidated Damages:** Due to negligent act of the Bidder, if STPI-Bhubaneswar suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages.
- For delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 0.5% of Contract value per week. Part of week will be considered as full week. The total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the contract/order.
- Delay in completion of the Service(s) beyond two weeks, STPI will cancel the Order and recover expenditure incurred by STPI in addition to recovery of liquidated damages in terms of the contract.
- XIX. **VALIDITY OF AGREEMENT:** The Agreement/ SLA will be valid for the period of 3 year(s) from the date of execution. STPI reserves the right to terminate the Agreement as per the terms of RFT/ Agreement.
- XX. **Extension of Order & Repeat order:** The term of this Contract shall be for a period upto the date of ISO 27001 certification and acceptance of the same by STPI-Bhubaneswar. STPI-Bhubaneswar reserves the right to extend the contract subsequently on same term and condition. STPI-Bhubaneswar has also right to place order for any of the services mentioned in the tender.
- XXI. **Confidentiality:** The Bidder and subcontractors if any shall treat the details of the documents as confidential. The Successful Bidder shall execute separate Non Disclosure Agreement.
- XXII. **Intellectual Property Rights:** All rights, title and interest of STPI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of STPI and Bidder shall not be entitled to use the same without the prior written consent of STPI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Order
- XXIII. **Forfeiture of EMD /Security deposits:**
- If the successful bidder refuse/fails to accept purchase/work order within Seven days,
 - If the Bidder withdraws tender before/after finalization of the tender.
 - If the successful bidder abandons the contract
 - If the contract is terminated by STPI due to poor performance/variation of any clause of agreement or any bad act of selected bidder.

- XXIV. **Rejection of the bid:** The bidder is expected to follow all instructions, formats, terms & Conditions & scope of work in the bid document. Failure to furnish complete information required as per bid document or submission of bid which is not substantially responsive to the bid document in every respect may result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI-Bhubaneswar will be final.
- XXV. **WAIVER OF RIGHTS:** Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFT/Tender will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.
- XXVI. **Termination by default:** STPI Bhubaneswar may, without prejudice to any other remedy for breach of work order, by written notice of default sent to bidder, cancel the work order in whole or part:
- (a) If the Bidder/agency fails to provide services within the time period specified in the work order.
 - (b) If the Bidder/agency fails to perform any other obligations under the work order.
- XXVII. **Termination of Contract:** STPI reserves its right to terminate the Order in whole or in part at any time by assigning appropriate reasons and recover expenditure incurred by STPI in addition to recovery of liquidated damages in terms of the contract. STPI shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- XXVIII. **Blacklisting:** Company/Firm blacklisted by Govt./PSU/Corporate organization 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 performance security or terminate the contract, as the case may be, without any compensation to the bidder.
- XXIX. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.
- XXX. **Dispute Resolution:** Performance of the Services is governed by the terms and conditions of the tender process. However at times dispute may arise about any interpretation of any term or condition of tender process including the Scope of Work, the clauses of payments etc. In such a situation either party may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be

amicably settled within 60 days following the response of that party, then Arbitration shall become applicable

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the work order or the breach thereof shall be settled by reference to arbitration as per **the Arbitration and Conciliation Act 1996** and all its amendments, the rules there under and any statutory modification or re-enactment's thereof. The venue of arbitration shall be at Bhubaneswar.

All documents and communications between the parties shall be in English. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

XXXI. **Governing Law:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

XXXII. **Applicable Law:** The Contract to be executed between STPI-Bhubaneswar and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction of STPI-Bhubaneswar falls.

ANNEXURE-I

ACCEPTANCE LETTER

(TO BE SUBMITTED in Envelope II (Technical Bid))

To
The Director
Software Technology Parks of India
C-Ground Zero, Fortune Tower, Chandrasekharapur,
Bhubaneswar – 751023, INDIA

Sub: **Un-conditional Acceptance of STPI's Quotation Conditions.**

Name of Work: -**“Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI Bhubaneswar and its Subcenters”**

Dear Sir,

1. The tender document for the works mentioned above have been issued to us by Software Technology Parks of India, Bhubaneswar and I/we hereby certify that I/we have read the entire terms and conditions of the tender document made available to me / us in the office of the STPI, which shall form part of the contract agreement and I/we shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of STPI's tender document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the quotation conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the quotation enclosed in envelope “A” & “B” and the same has been followed in the present case. In case any provisions of this quotation are found violated after opening envelope “A” & “B”. I / we agree that the quotation shall be rejected and STPI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. That, I /We declare that I/we have not paid and will not pay any bribe to any officer of STPI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of STPI ask for bribe /gratification, I will immediately report it to the appropriate authority of STPI.

Yours faithfully

(Signature of the Bidder with date and Rubber Stamp)

ANNEXURE-II**PROFORMA BANK GUARANTEE (PBG) FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref:

Bank Guarantee:

Date:

To,

The Director

Software Technology Parks of India

C-Ground Zero, Fortune Tower, Chandrasekharapur,

Bhubaneswar – 751023, INDIA

Tender No: Dated

Name of Work: **“Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI Bhubaneswar and its Subcenters”**

Dear Sirs,

1. In consideration of the Director, Software Technology Parks of India [hereinafter called “STPI”] having offered to accept the terms and conditions of the proposed agreement between and..... [here-in-after called “the said Contractor(s)”] for the works..... [here-in-after called “the said agreement”] vide Order no. Dated, having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from STPI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said bank further undertake to pay to the Director, STPI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of STPI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Projection- charge on behalf of STPI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of the bank) further agree with STPI that STPI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by STPI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of STPI or any indulgence by the STPI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of STPI in writing.
7. This guarantee shall be valid up to unless extended on demand by STPI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharge

Dated this ----- day of ----- 2020 at ---- Signature -----

Name ----- (Bank's Rubber Stamp)

Official address -----

ANNEXURE-III
Details of the Vendor Firm/Company

Tender No: Dated

Name of Work: **“Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI Bhubaneswar and its Subcenters”**

1	Name of the Bidder/Contractor	
2	Name of the bank	
3	Name of the branch	
4	Complete address of bank	
5	Account of beneficiary	
6	Type of account	
7	Core Banking Account No In full	
8	IFSC code of the bank	

ANNEXURE-IV

Bid Security Declaration Format (To be printed on letter head of bidder)

Ref:

Date:

To,
The Director
Software Technology Parks of India
C-Ground Zero, Fortune Tower, Chandrasekharpur,
Bhubaneswar – 751023, INDIA

Sub : Bid Security Declaration - Reg.

Ref : 1. Tender No: Dated
2. Bidder's offer no. _____ Dtd. _____

I, _____ (Name of authorized Signatories), on behalf of
M/s. _____ (Bidder's name and
address), duly authorized to sign the tender document and enter into contract, if awarded, herewith
accept that if the bidder withdraw (or) modify our bid during period of validity, etc, the bidder will be
suspended/debarred/blacklisted for a period of two years from the due date of the tender.

(Signature of Authorized Signatory)

Designation:

Name of Bidder:

Seal

ANNEXURE-V

Tender No: Dated

Name of Work: **“Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar and its Subcenters”**

Declaration-1 by The Contractor/Tenderer

I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default services rendered to Software Technology Parks of India.

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Signature of Tenderer: _____

Name : _____

Date : _____

Seal : _____

Email Address : _____

ANNEXURE-VI

Tender No: Dated

Name of Work: **“Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar and its Subcenters”**

Declaration-2 by The Contractor/Tenderer/Any person of the certification body

I/We hereby declare that none of the members or my/our relatives is relative of any employee of STPI and I/We also further declare that no Director/Employee of Software Technology Parks of India is/are a Director/Partner of my/Our firm/Company/ Partnership) Proprietor.

Signature of Tenderer: _____

Name : _____

Date : _____

Seal : _____

Email Address : _____

ANNEXURE-VII

Tender No: Dated

Name of Work: **“Hiring of Accredited Body for Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar and its Subcenters”**

Declaration-3 by The Contractor/Tenderer

I/We hereby declare that no part of the scope of work mentioned in tender shall be sublet or outsourced to any third party.

Signature of Tenderer: _____

Name : _____

Date : _____

Seal : _____

Email Address : _____

ANNEXURE-VIII

AGREEMENT (On INR 200/- Non-Judicial Stamp Paper)

For the “**Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar and its Subcenters**”

Between

Software Technology Parks of India, Bhubaneswar

And

(Name of the Contractor along with address)

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor's Office Address) (hereinafter called the “Contractor”) **Software Technology Parks of India, Bhubaneswar** having its office at STPI ELITE TOWER, Plot No.2/A, IDCO Industrial Area, Gothapatna, PO-Malipada, Bhubaneswar – 751023, Odisha (hereinafter called the “STPI”), the expressions “Contractor” and “STPI” shall mean their successors, legal representatives or assigns for the **Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar**.

WITNESSETH

WHEREAS STPI invited offers for the **Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar and its Subcenters**.

WHEREAS the Contractor has offered **Audit & Certification of Information Security Management System (ISMS) based on ISO 27001:2013 for STPI-Bhubaneswar and its Subcenters** in accordance with their Price Bid dated (Date) and STPI has accepted its offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and The STPI (hereinafter referred to as the “parties”) agree that the following document shall be part of this agreement: -

1. STPI Tender Documents for the “Audit & Certification of Information Security Management System (ISMS) based on latest applicable version of ISO 27001 for STPI-Bhubaneswar and its Subcenters”
2. Tender corrigendum no. 1, 2 etc. (if any)
3. Tender clarifications offered by STPI subsequent to the Bidders queries by STPI (Date).
4. Bid Documents (PQQ/Technical) submitted by the Contractor dated (Date) in fulfilling the contract requirements that includes the signed compliance.
5. Unconditional acceptance of STPI Tender conditions as given by the Contractor.
6. Queries raised by STPI during technical evaluation and technical clarifications submitted by the contractor in response thereof.
7. The price bid of the Contractor which was opened on (Date) and accepted by STPI.
8. Detailed itemized cost of the spares list, training program, syllabi for (Name of Equipment), clarification on data sharing between STPI ELITE TOWER, Plot No.2/A, IDCO Industrial Area, Gothapatna, PO-Malipada, Bhubaneswar – 751023, Odisha and offered by the Contractor vide his letter dated (Date).
9. Reference of LOI/Purchase order issued/acceptance of bidder for and on behalf of Contractor for and on behalf of Chairman, STPI.

For and on behalf of Contractor

**For and on behalf of
M/s. Software Technology Parks of India**

ANNEXURE-IX**Indicative Price Bid**

The indicative Price Bid needs to contain the information listed hereunder to be uploaded as pdf file in CPPP.

Sr. No.	Type of services / Items	Quantity/No of Resources	Rate per item/Per resource etc. (as applicable)	Total amount in Rs.	Proportion to Total Cost (in percentage) #
1	ISO 27001:2013 certification				
2	Surveillance Audit-1				
3	Surveillance Audit-2				
4					
	Total Cost				

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places.