

SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics & Information Technology, Govt. of India)

C-21, Thejaswini Building, Technopark,

Thiruvananthapuram – 695581, Kerala

Phone: 0471 270 0707

Web site: <http://www.tvpm.stpi.in>

email: tvpm.do@stpi.in

Tender Document For

Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Versions of ISO 9001 and 27001 for STPI Thiruvananthapuram (Tender No. STPI-T/PUR/2019-20/07 Dated 05-03-2020)

Tender Schedule

Mode of Tendering	e-Tender (online) on URL https://eprocure.gov.in/eprocure/app in Two-Bid System i.e., (a) Technical Bid and (b) Financial Bid
EMD/BID security	Rs. 7500/- (Rupees Seven Thousand and Five Hundred Only) through NEFT [Bank Details: Bank of India, Thiruvananthapuram SB A/c No.:853010110001803 IFSC Code: BK1D0008530 or stpi@upi on or before bid submission closing time as mentioned in the tender document
Date of Tender Publication	05-03-2020 at 1700 Hrs
Tender Download Start Date	05-03-2020 at 1700 Hrs
Tender Download End Date	26-03-2020 at 1300 Hrs
Date & Time for Pre-bid meeting and Venue	18-03-2020 at 1500 – 1600 Hrs at STPI Thiruvananthapuram
Last Date & Time of Submission of Tender	26-03-2020 at 1300 Hrs
Date & Time for Technical Bid Opening	27-03-2020 at 1400 Hrs
Date & Time for opening of Financial Bids	TO BE CONVEYED SEPARATELY
Validity of Bids	120 Days from The Date of Closing

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1. NOTICE INVITING E-TENDER

Director, Software Technology Parks of India, Thiruvananthapuram, invites E-Tender for “Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI Thiruvananthapuram”

The tender document is available on our website www.tvpm.stpi.in and <https://eprocure.gov.in/eprocure/app> from 05-03-2020 at 1700 Hrs onwards.

Intending bidders may download the complete tender document from the website www.tvpm.stpi.in and <https://eprocure.gov.in> and should take into account corrigendum, if any published, before submitting their bids. Bidders are therefore, requested to visit our website regularly to keep themselves updated

Last Date and Time for submission of Tender is 26-03-2020 at 1300 Hrs.

(Sd/-)

Director

STPI

Thiruvananthapuram

2. GENERAL TERMS AND CONDITIONS AND INSTRUCTION TO BIDDERS

STPI-Thiruvananthapuram invites bids for “Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram” on following terms and conditions:

- a. The tender document can be downloaded from our website www.tvpm.stpi.in and CPP Portal www.eprocure.gov.in/cppp
- b. **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-A. 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.
- c. 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.
- d. 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.
- e. STPI, Thiruvananthapuram 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.
- f. **Disclaimer:** This Tender / Request for Proposal (RFP) is not an offer by STPI, Thiruvananthapuram, but an invitation for bidder’s response. No contractual obligation whatsoever shall arise from the RFP process.
- g. **Price Basis:** Price quoted should be in the prescribed format of Price Bid (Financial Bid).
- h. **Billing** is to be done in the name of Software Technology Parks of India (STPI), C-21, Thejaswini Building, Technopark, Thiruvananthapuram – 695581, Kerala.GST No:32AAATS2468J1ZF
- i. **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 (Financial Bid) Form.
- j. **Payment Terms:**

- 1) For Item No. 1 & 2 of pro forma price bid (Page No. 18), 100 % Payment will be done after the relevant certificates are received by STPI Thiruvananthapuram
- 2) For Item No. 3 of pro forma price bid (Page No. 18), 50% Payment will be done after 1st annual Surveillance Audit & another 50% after 2nd annual Surveillance Audit.

k. Job Completion period will be 6 weeks

l. Earnest Money Deposit (EMD)

- (a) Earnest Money of **Rs 7500/-- (Rupees.Seven Thousand and Five Hundred only)** should be deposited through NEFT, Bank Details - Bank of India, **SB A/c -853010110001803** , **IFSC Code: BK1D0008530** or **stpi@upi** on or before bid submission closing time as mentioned in the tender document/corrigendum at STPI Thiruvananthapuram 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.
- (b) EMD of the successful bidder will be retained as security deposit and refunded to successful bidder along with release of the payment for the 2nd annual Surveillance Audit. The EMD will be returned to all unsuccessful bidders within 30 days after the award of contract to the successful bidder and bear no interest.
- (c) The successful bidder, on award of contract / order, must send the contract/order acceptance in writing, **within 7 days** of award of contract/order, failing which the EMD will be forfeited.
- (d) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender.
- (e) The bidders those who have registered with NSIC 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 technical bid through online mode only, failing which offer may be liable for rejection of the bids.

m. Annexure E has to be submitted by successful bidder only.

n. Forfeiture of EMD /Security deposits:

- (a) If the successful bidder refuses/fails to accept purchase/work order within Seven days,
- (b) If the Bidder withdraws tender before/after finalization of the tender.
- (c) If the successful bidder abandons the contract
- (d) If the contract is terminated by STPI due to poor performance/variation of any clause of agreement or any bad act of selected bidder

o. Rejection of the bid: The bidder is expected to examine all instructions, formats, terms & Conditions & scope of work in the bid document. Failure to furnish all 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-Thiruvananthapuram shall be final.

- p. Blacklisting:** Companies/Firms 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 come to the knowledge of STPI, STPI shall have the 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.
- q. 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.
- r. Jurisdiction of Court:** The courts situated at **Thiruvananthapuram** shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
- s. Dispute Resolution:**
- (a)** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized 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, STPI THIRUVANANTHAPURAM.
- (b)** The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c)** 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 **Thiruvananthapuram** only and the language of arbitration proceedings would be English.

3. SCOPE OF WORK

- 3.1.** This tender sets out the terms & conditions to be met by the successful bidder in connection with "Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 at STPI-Thiruvananthapuram".
- 3.2.** The scope of work includes:
- 3.2.1.** Imparting Internal Auditor training to the core IMS team (about 10 persons) of STPI Thiruvananthapuram and issuance of course materials in soft and hard copies as well as authentic and relevant certificates to the participants (Venue: Conference room of STPI Thiruvananthapuram)
- 3.2.2.** Carrying out Gap Assessment, Stage-1 / Initial Audit, Stage-2 / Certification Audit and issuance of certificate(s) (preferably NABCB-accredited) for the Integrated Management System (IMS) of STPI,

Thiruvananthapuram and its liaison office in Kochi based on the latest applicable versions of ISO 9001 & 27001

- 3.2.3.** Carrying out two subsequent annual surveillance audits at appropriate intervals as per the latest applicable standards prevailing at the time of surveillance audit

4. Eligibility Criteria

- 4.1.** No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected.
- 4.2.** 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.
- 4.3.** 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.

- 4.4.** The bidder should have successfully executed at least 3 IMS (QMS + ISMS) Certification work orders in the past five years.

4.5. Completion/Performance Certificate:

- 4.5.1.** Bidder must submit Completion /Performance certificate in respect of the works claimed against experience. These certificates should be issued by the end user for whom the works have been carried out. Certificate shall be endorsed by the bidder.

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.
- 4.5.2.** The scope of works in respect of works claimed, should be substantiated by submission of appropriate documentation such as relevant portion of the contract.
- 4.5.3.** The bidder must have valid PAN/GST.
- 4.5.4.** 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.
- 4.5.5.** Concessions to the bidders registered with NSIC/MSME, shall be applicable as per the directives of Govt. of India.
- 4.5.6.** Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.

Fee Envelope– I: - EMD for online e-Tendering/ Scanned copy of NSIC or MSME registration certificate in case of MSME or NSIC bidder.

Envelope II (Technical Bid) :- Envelope II (Eligibility criteria Bid & Technical Bid) will Contain qualifying requirements of Contractor / Firm: - The tenderer shall submit their application by downloading the “PQQ Pro Forma” from the e – tender portal, fill-up the required information and 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.	One PO,/Two POs /Three Pos
3	Proof of completion/performance certificate with complete details of works claimed	One CC, Two CC or, Three 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 31st March 2018.	ABS & P&L-2017-18;
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 NABCB or equivalent reputed international accreditation for QMS & ISMS.	NABCB/Equivalent 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

Envelope– III (Financial Bid): -The Financial e-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.

Procedure to open the Bid.

- A. Envelope I (FEE Folder):** - Fee folder will be opened as per date and time mentioned in Tender document. It should comprise of scanned copy of EMD fee DD. EMD DD should be received in physical format before date and time mentioned in tender document. In case of NSIC/MSME bidder, scanned copy of valid NSIC or MSME certificate to be uploaded in fee folder to qualify for exemption of EMD fee. In case of NSIC bidders, copy of NSIC certificate need not to be sends in physical format. But uploading of NSIC/MSME certificate is must
- B. Envelope II (Technical Bid):** Envelope II will be opened only of those bidders, who have submitted scanned copy of EMD DD in fee folder as well as the DD should matched with hard copy of EMD DD received in physical format. 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.
- C. Envelope– III (Financial Bid):** Bidders are requested to note that the Price bid folder will contain .xls file to fill price of each items. Bidder has to download .xls file and fill the .xls file as per the description asked in the .xls file. After filling of rates bidder has to check and confirm final amount in figures and words both. Filled .xls file is to be digitally signed by bidder and then uploaded in prescribed folder on CPP portal. Prices should not to be indicated anywhere in Envelope – II. The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened. STPI also reserves the right to call off process or short-listing of contractors at any stage without assigning any reasons.

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

To
The Director
Software Technology Parks of India
C-21, Thejaswini Building, Technopark,
Thiruvananthapuram – 695581, Kerala

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

Name of Work: -“Hiring of Accredited Body for Audit & Certification Of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 27001 and for STPI Thiruvananthapuram”

Dear Sir,

1. The tender document for the works mentioned above have been issued to us by Software Technology Parks of India, Thiruvananthapuram 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)

PRO FORMA 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-21, Thejaswini Building, Technopark,
Thiruvananthapuram – 695581, Kerala

Tender No: STPI-T/PUR/2019-20/07 Dated 05-03-2020

Name of Work: “Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram”

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..... (Rupeesonly).
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) i n 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 -----

Details of the Vendor Firm/Company**Tender No: STPI-T/PUR/2019-20/07 Dated 05-03-2020****Name of Work: "Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram"**

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	

Tender No: STPI-T/PUR/2019-20/07 Dated 05-03-2020

Name of Work: "Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram

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 : _____

Tender No: STPI-T/PUR/2019-20/07 Dated 05-03-2020

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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 : _____

Tender No: STPI-T/PUR/2019-20/07 Dated 05-03-2020

Name of Work: "Hiring of Accredited Body for Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram"

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 : _____

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

For the "Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram"

Between

Software Technology Parks of India, Thiruvananthapuram

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, Thiruvananthapuram** having its office at C-21, Thejaswini Building, Technopark, Thiruvananthapuram – 695581, Kerala (hereinafter called the "STPI"), the expressions "Contractor" and "STPI" shall mean their successors, legal representatives or assigns for the **Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram.**

WITNESSETH

WHEREAS STPI invited offers for the **Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram.**

WHEREAS the Contractor has offered **Audit & Certification of Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram** 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 Integrated Management System (IMS) based on Latest Applicable Versions of ISO 9001 and 27001 for STPI-Thiruvananthapuram"
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, C-21, Thejaswini Building, Technopark, Thiruvananthapuram – 695581, Kerala 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**