

E-PROCUREMENT TENDER NOTICE
SOFTWARE TECHNOLOGY PARKS OF INDIA
No. 76 & 77, 6th Floor, Cyber Park, Electronics City,
Hosur Road, Bengaluru – 560 100



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Ref. No. STPI-B/ADMIN/PSG/2024-25/01

Date: 17.05.2024

STPI invites e-procurement (only online mode through <https://eprocure.gov.in>) open Tender under Two Bid Systems (Technical Bid & Commercial Bid) for **“Identification of PPP Partner for Migration and setting up of existing Semiconductor Measurement Analysis & Reliability Test (SMART) Lab Equipment along with Operation and Maintenance of SMART Lab”**.

Earnest Money Deposit : Rs. 12,00,000.00

CRITICAL DATES SHEET

Published on https://eprocure.gov.in on	17.05.2024 at 1030 Hrs
Bid Document download/Sale Start Date	17.05.2024 at 1030 Hrs
Clarification Start Date & Time	17.05.2024 at 1100 Hrs
Clarification End Date & Time	03.06.2024 at 1100 Hrs
Pre-bid meeting Date & Time	03.06.2024 at 1130 Hrs
Bid Submission Start Date & Time	10.06.2024 at 1430 Hrs
Bid Submission End Date & Time	24.06.2024 at 1500 Hrs
Technical Bid Opening Date & Time	25.06.2024 at 1530 Hrs or any subsequent date/time.
Commercial Bid Opening Date & Time	Shall be informed after technical evaluation

Note: -

- i. Pre-bid Conference will be held at STPI, No. 76 & 77, 6th Floor, Cyber Park, Electronics City, Hosur Road, Bengaluru – 560 100 on **03.06.2024 at 1130Hrs**
- ii. The technical bid will be opened on subsequent day at the same time in the event of dates mentioned in critical dates happens to be holiday.
- iii. All details, regarding the subject tender are available on websites <https://bengaluru.stpi.in/> and <https://eprocure.gov.in>. Any change / modification in the tender enquiry will be intimated through above websites only. Bidder are therefore, requested to visit our websites regularly to keep themselves updated.
- iv. Manual bids will not be accepted.
- v. For submission of E-bid, bidders are required to get themselves registered with <https://eprocure.gov.in> website along with class III digital signature certificates issued by CCS under IT Act – 2000/Amendment 2008. The detailed procedure is available in the website under the tab ‘Help for Contractors’, ‘Information about DSC’, ‘Bidders manual kit’ etc.
- vi. The Earnest Money Deposit (EMD) payable towards the RFP is Rs. 12,00,000/- (Rs Twelve Lakhs only). Bidder shall remit the EMD to STPI Bank Account online only as specified in the tender. The Copy of EMD Transaction (NEFT/RTGS) details/EMD Exemption certificates should be submitted along with the bid document, within the bid submission date and time of the tender failing which the bid will be liable for rejection.
- vii. Any queries relating to the process of online bid submission or queries relating to CPP Portal are available at www.eprocure.gov.in. Further, any clarifications, in general may be directed to the **24x7 CPP Portal Helpdesk on Toll Free No. 0120-4200462, 0120-4001002. Mobile No 91-8826246593 or Mail to: support-eproc@nic.in**

Sd/-
Director, STPI - Bengaluru

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1.0 Introduction

1.1 Software Technology Parks of India (STPI)

Software Technology Parks of India (STPI) is a Society under Ministry of Electronics and Information Technology, Government of India, established in 1991 with the objective of boosting the Software & Hardware Exports from India. STPI has been the critical support agency for the Indian Information Technology & Hardware Industry for the statutory services, technology services, incubation services, industry promotion and government interfacing services. STPI made its presence felt by the implementation of STP/EHTP schemes and other Govt. initiatives, resulting in the remarkable growth of offshore software exports from the country. The headquarter of STPI is in the national capital New Delhi. STPI has 65 Centers across India including 11 Jurisdictional Directorates. Today, STPI's member units contribute more than 85% of overall Indian Software Exports.

The contribution of software industry to the growth of GDP of India has been phenomenal. The IT industry has been supported by STPI, Govt of India and as a result IT industry has witnessed the significant growth. STPI has helped industry not only as a statutory body in implementing various STP schemes but also in providing data communication and host of other technical services.

Today, over 8000 Software exporting companies and 160 Electronic Hardware exporting companies under the STPI umbrella, account for the lion's share of the country's software and electronic hardware exports.

Unlike software industry, the growth of Electronic hardware industry / ESDM sector in India has been slow and steady. This is due to the fact that, the initial investment to be made in Electronic hardware industry / ESDM sector is very high as compared to software industry and product time to market takes huge amount of time.

The global semiconductor market was around US\$ 300 billion (bn) in 2015 and is expected to reach US\$ 588 bn in 2024. Looking forward, WSTS forecasts the worldwide semiconductor market will grow by a healthier 13.1% increase. (Source: WSTS, November 2023).

In the process of designing and manufacturing of semiconductors, the chips need to undergo validation for its reliability in the lab consisting of various equipment. In order to boost the ESDM industry and to attract foreign investment, STPI, GoI in association with GoK has established **Semiconductor Measurement Analysis & Reliability Test (SMART) Lab** in 2017 by engaging M/s. Tessolve Semiconductor Pvt Ltd for setting up the Semiconductor Measurement Analysis & Reliability Test (SMART) Lab in the premise of M/s. Tessolve Semiconductor at Plot No.31 (P2) Phase 2, Electronic city, Bengaluru, Karnataka 560100. The SMART LAB is operational for over 6 years catering services to ESDM Sector.

1.2 Issuer:

The RFP is issued by STPI, MeitY, Government of India for Identification of PPP Partner for Migration of the existing SMART Lab, setting up and Operate & Maintenance of SMART LAB. Eligible bidders are requested to download the document and submit the bids online.

1.3 Critical Dates

Published on https://eprocure.gov.in on	17.05.2024 at 1030 Hrs
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1.4 Purpose of this RFP:

Overall objective of this RFP is to select a suitable PPP Partner for Migrating the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment and setting up of the same by the successful bidder at Bengaluru, Karnataka along carrying out the operation & maintenance of the SMART Lab for a specific period.

1.5 Terms used in the RFP

- 1.5.1 'Bid' shall mean complete set of documents submitted by a bidder against the tender for "Identification of PPP Partner for Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab in Bengaluru".
- 1.5.2 'Bidder' means an entity/agency who has intention to participate in the tender invited by Software Technology Parks of India (STPI)
- 1.5.3 'Client' means customer (s) of the bidder.
- 1.5.4 "Works" means to execute the works specified under this RFP.
- 1.5.5 'Successful bidder' means the Bidder whose Bid is evaluated against the RFP evaluation criteria (s) and has been issued Lol by STPI to carry out the works as per this tender.
- 1.5.6 'Lol' means Letter of Intent issued to the successful bidder.
- 1.5.7 'LoA' means Letter of Award to be issued to successful bidder.
- 1.5.8 AMC – Annual Maintenance Contract/Maintenance for existing/new SMART Lab Equipment.
- 1.5.9 Authorized Representative- shall mean any person authorized by either of the parties.
- 1.5.10 Default Notice- shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- 1.5.11 EMD – Earnest Money Deposit
- 1.5.12 Final Acceptance Test (FAT)- means the acceptance testing of the SMART LAB equipment installed at the bidder premises/bidder proposed location for providing the Services as

mentioned in the RFP

- 1.5.13 Fraudulent Practice- means misrepresentation of facts in order to influence a procurement process or the execution of a project and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive STPI of the benefits of free and open competition.
- 1.5.14 GoI- shall stand for the Government of India.
- 1.5.15 Law- shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Karnataka or any other Government or regulatory authority or political subdivision of government agency.
- 1.5.16 OEM- Original Equipment Manufacturer
- 1.5.17 O&M- Operations and Maintenance of the SMART LAB.
- 1.5.18 Party- means STPI or Bidder, individually and "Parties" mean STPI and Bidder, collectively.
- 1.5.19 PBG – Performance Bank Guarantee
- 1.5.20 QCBS – Quality Cost Based Selection
- 1.5.21 SMART LAB- Semiconductor Measurement Analysis & Reliability Test (SMART) Lab equipment which will facilitate Semiconductor industry during testing of their chips.
- 1.5.22 Service- means provision of agreed service viz., Operation, Maintenance, Marketing Sales & Service, Generation of Revenue and associated services for "Semiconductor Measurement Analysis & Reliability Test (SMART) Lab" as per this RFP.
- 1.5.23 Site- shall mean the location(s) from where the service shall be offered to the industry as per agreement.
- 1.5.24 SLA – Service Level Agreement of this RFP.
- 1.5.25 STPI- shall stand for Software Technology Parks of India.
- 1.5.26 Vendor/Operating Agency/PPP Partner- shall mean the successful bidder awarded the project for Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab for the entire period of operations.

2.0 Instructions to the Bidders

2.1 Instruction for Online bid submission

STPI hereby invites competitive bids from the eligible bidders through e-procurement (only online mode) open Tender under Two bid systems (Technical Bid & Financial Bid) for “**Identification of PPP Partner for Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab.** Bidder shall solely responsible for delivering all the scope of works and meeting all the terms & conditions of this RFP. The detailed Instruction for Online submission of bids are as per **Appendix-N**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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.

2.1.1. REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Click here to Enroll” option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC /eToken.

2.1.2. PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of documents 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.
- (iii) Any clarifications, if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, Financial reports, PAN, TIN, service tax, VAT, registration certificate and other relevant details etc., under "My Space" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2.1.3. BID SUBMISSION:

Only Online Bids need to be submitted on <http://eprocure.gov.in/eprocure>. The tenders shall be of 2 bid system (Technical Bid & Commercial Bid). Manual bids will not be accepted.

The following instruction may be followed by the bidders while submission of their bids on online mode.

- i. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii. Bidder should prepare the EMD as per the instructions specified in the Notice Inviting Tender/ tender document.
- iii. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

- iv. Bidder shall select the payment option as online to pay the EMD and enter details of the UTR number with date.
- v. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- vi. Bidders shall note that the every act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vii. Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- viii. Utmost care shall be taken for uploading Schedule of quantities & Prices and any change/modification of the price schedule shall render it unfit for bidding.
- ix. Bidders shall download the Schedule of quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rates both in figures and words in white background cells, thereafter save and upload the file in financial bid (Price bid) only. If the Schedule of Quantities & Prices file is found to be modified by the bidder, the bid will be rejected.
- x. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xi. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- xii. Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xiii. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

2.2 Eligibility Criteria for bidder

- a. The Bidder must be registered company in India and should be in the business & have been operational at least for last 3 years as on date of bid submission - For Companies with Indian origin, certificate of Incorporation / Registration under Indian companies Act, 1956/2013 and its subsequent amendments as applicable are to be furnished.
- b. The Bidder should have valid PAN and GST Registration, MSME/ UAM Registration , if applicable - Copy of GST registration, PAN, MSME/UAM Registration . **Incase of MSME –** Relavant MSME Certificate to be furnished.
- c. The Bidder shall be an established Semiconductor or an IT company with minimum average annual turnover of 10 Crores in all three financial years (FY: 2020-21, 2021-22, 2022-23/ 2023-24) - Audited statement for last 3 financial years of the bidder.
- d. Bidder should have positive net worth as on 31-03-2023, duly certified by CA (Chartered accountant).
- e. The Bidder shall have been in similar business and have experience of having successfully completed similar works such as Setting up, Operate and Maintenance of the Semiconductor Labs.

Definition of similar work: Setting up, Operate and Maintenance of the Semiconductor Labs housing minimum of 6 Test and Measuring equipment & Reliability Test equipment for Inhouse use or for external Clients of any Central / State Govt. offices/PSU/ private Organization under a single purchase order /work order.

Documentary evidence of experience having successfully completed similar works (PO copies, completion certificate, Self Certification incase of inhouse Lab setup detailing the Test equipment in the lab, Invoice or CRAC to be submitted in case of GeM POs).

- f. The bidder must have on its roll a team of 10 or more technically qualified professionals - Certificate from the HR department of the bidder for the number of Technically qualified professionals employed in the company with their qualification and skillset
- g. Bidder should have relevant ISO 9001 certification or equivalent certificate which are valid at the time of bidding- Valid Certificate(s) by the relevant certifying agency
- h. The Bidder should have service support office in Bengaluru. The office details such as Address, Contact Person and Technical manpower with escalation matrix must be furnished along with the bid.
- i. The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies. Declaration should be given by authorized signatory.
- j. No sub-contracting is allowed. Self-declaration attested by the authorized signatory on the

company letterhead.

- k. Acceptance to the Scope of works as per bid document. Self-attested and signed scope of works document to be submitted.
- l. Acceptance to the Bidder's commitment as per **Clause 2.13** , penalty and liquidated damages (LD) as per **Clause 2.25** as per the bid document.
- m. Certificate of Conformity/ No Deviation. Compliance need to be provided on letter head.
- n. Board Resolution or Power of Attorney for the Authorized Signatory shall be submitted.
- o. Copy of EMD Transaction (NEFT/RTGS) details /EMD Exemption certificates with Bid security Declaration.
- p. The SMART LAB is to be setup in the Premise / building of size minimum 2000 sq.ft by the bidder at Bengaluru, Karnataka. Copy of the Address proof/ Lease Agreement of the location/ Declaration that bidder is the owner of the premise or is/will be leased for a period more than Seven years from the date of issue of LoI.
- q. Duly signed Integrity Pact as per Appendix M
- r. Duly Signed Tender Acceptance Letter
- s. Duly Signed Bidder's Authorization Certification

Note: Supporting documents needs to be submitted in regards to eligibility criteria.

2.3 Language of the Bid

The bid shall be in English Language and international numerals. If documents are other than said language then it should be translated in English & International numerals with certification of authorized signatory for each.

2.4 Correspondence and bid submission

All correspondence shall be done at the following address.

The Director
Software Technology Parks of India
#76/77, 6th Floor, Cyber Park
Electronics City, Hosur Road,
Bengaluru -560 100
e-mail:blr.cog@stpi.in
Phone:[+91-80-6618 6057/6090/6320](tel:+91-80-66186057)

2.5 Submission of the Bid.

The bids shall be submitted only in online mode through the online portal <http://eprocure.gov.in/eprocure> under two bid system (Technical & Commercial bids) as detailed below. Manual bids will not be accepted.

Part-I (Technical). The technical bid shall contain the following mandatory documents duly signed by the authorized signatory. The scanned copies of these documents shall be uploaded electronically while bidding.

- Appendix-A : Covering Letter
- Appendix-B : Eligibility documents
- Appendix-C : Technical Capabilities
- Appendix-E : Bidder's Client references
- Appendix-F: Indicative Structure of Skilled Operations Staff
- Appendix-I : Form of Performance Guarantee
- Appendix-J : Declaration regarding clean track record
- Appendix-K : Service Level Agreement of SMART LAB during O&M phase.
- Appendix-M : Integrity Pact
- Appendix -O: Tender Acceptance Letter
- Appendix -P: Bidders Authorization Letter
- Appendix- Q : Certificate of Conformity/ No Deviation
- EMD – Documentary Proof/ UTR Number with date

Part– II (Financial). The financial bid shall contain the Percentage of Revenue Share (PRS) minimum of 6% and Revenue share quoted by bidder to be in increasing order in terms of integers only from 1st year onwards till 6th year.). Bidder should ensure to include all the applicable taxes, levies, duties, insurance, transportation, migration, installation, maintenance and calibration cost etc. The PRS shall be quoted as per the Commercial Bid format Appendix-G duly signed by the authorized signatory of the bidder.

2.6 Validity of the Bid

The Bid must be valid for a minimum period of 180 days from the last date of bid Submission.

2.7 Deadline for submission of bids

- a. Bids must be submitted online within the stipulated time and date specified in the tender.
- b. STPI-Bengaluru may extend this deadline for submission of bids by amending the bid documents. This will be suitably notified in the media. This will be suitably notified in the websites <https://bengaluru.stpi.in> and <https://eprocure.gov.in>.
- c. STPI-Bengaluru reserves the right to cancel the tender at any stage without assigning any reason or accept the offer in full or in parts.

2.8 Earnest Money Deposit (EMD):

- Bidders are required to submit the EMD through electronic mode. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.
- Bidders need to submit EMD of Rs. 12,00,000.00 (Rupees Twelve Lakhs by making online transfer to STPI Bengaluru Bank Account. Copy of the proof of online transfer along with UTR number & date of payment of EMD should be uploaded along with Technical Bid and to be e-mailed to blr.cog@stpi.in or hard copy of the same in a sealed enveloped subscribing the tender name & reference to be dropped in the tender box at STPI Bengaluru office before the due date & time for bid submission.

The account details for making online transfer are provided below:

Details of RTGS / NEFT of Bank of India

Name of Account Holder	Software Technology Parks of India
Account No.	842610110002469
Bank	Bank of India
IFSC Code	BKID0008952
Address	Electronics City, Bengaluru - 560100
Location / Station	Bengaluru

- The exemption of EMD shall be applicable to MSME firm registered under NSIC/UAM. In such cases exemption will be extended to bidders if they are registered for the desired purpose as per requirement in RFP. The exemption will not be applicable, if, the MSME firms are not registered with NSIC or UAM. The copy of the exemption certificates shall be uploaded along with the bid documents and need to submit Bid security Declaration as per **Appendix R : BID Security Declaration**.
- In case of successful bidder having exemption in EMD, then the successful bidder shall submit stipulated Performance Bank Guarantee (PBG) to STPI within 10 days from the date of issue LOI. The performance Bank Guarantee will be with STPI till the entire project period of 6 years plus 60 days.
- Turn over and experience exemption will be applicable for MSME as part of pre-qualification criteria, However, marking will be as per the Technical Evaluation Criteria as per **Clause 2.19.2**
- Turn over and experience exemption will be applicable for startup as part of pre-qualification criteria However, marking will be as per the Technical Evaluation Criteria as per **Clause 2.19.2**
- The EMD (bid security) of the unsuccessful bidders will be discharged/ returned within one month of selection of the successful bidder. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee

(PBG) & signing of the agreement and upon Go-Live of the SMART LAB at successful bidders premise /bidder proposed lab location.

- The EMD may be forfeited:
 - a) If a Bidder withdraws or amends, impairs or derogates from the tender in any respect during the period of bid validity, or its extended period, without the explicit consent of STPI, if any;
or
 - b) If in case the successful Bidder fails to sign the Agreement or furnish the required Performance Bank Guarantee within the specified time limit
Or
 - c) If the successful bidders fails to complete the Migration and Setting up of the SMART LAB at bidders premise/ bidder proposed lab location and declaring Go-Live as per the Implementation time schedule specified at Appendix- H.
 - d) In case of MSME, the necessary information will be circulated to the concerned authorities including NSIC, GeM and MSME authorities (for the bidders registered with NSIC/MSME), and will be debarred/blacklisted from participating in all the ongoing and future procurement tenders across STPI-Centers and all Govt tenders.

2.9 Pre-Bid Meeting:

The pre-bid meeting will be held at STPI Bengaluru address indicated in Section 2.4. The Pre-bid meeting date shall be as per Section 1.3. The meeting shall be attended by the representatives of the Bidder limited to 2 members. The Bidder who wish to visit the existing SMART LAB at Tessolve, Bengaluru, where the Semiconductor Test and Measuring equipment are installed, may visit with prior appointment with STPI before the Pre-bid meeting.

2.10 Clarification to the Bid Document:

2.10.1 The clarification and queries must be submitted in the following format to the Director, STPI at the address indicated in Clause 2.4 through email/fax/post on or before the pre-bid date.

Sl. No	Section No	Clause No & Page No	Reference/Subject Clarification

2.10.2 At any time prior to the last date of submission of Bids, the Tendering Inviting Authority (STPI) may for any reason can modify the RFP.

2.10.3 Any modifications or reply to queries shall be hosted on <http://eprocure.gov.in> and <https://bengaluru.stpi.in>.

2.10.4 STPI at its discretion may extend the last date for the receipt of Bids.

2.11 Commercial Terms and Conditions

- 2.11.1 Bidder shall quote the Percentage of Revenue share (PRS) as per Commercial Bid format given at Appendix-G.
- 2.11.2 The quoted percentage of revenue share (PRS) shall be firm and fixed and there shall be no change during the entire period of the project.
- 2.11.3 The quoted PRS will be minimum of 6% and Revenue share quoted by bidder to be in increasing order in terms of integers only from 1st year onwards till 6th year.
- 2.11.4 The PRS shall confirm to the requirements specified in this RFP.

2.12 Revenue Sharing Model

The bidder shall quote the percentage of revenue share year- wise which is to be shared with STPI as per Appendix-G. This shall be in addition to the equipment lease charges to be paid to STPI as per below Clause 2.13.

2.13 Bidder's Commitment

The successful bidder shall commit in writing to STPI the following requirements of this RFP.

- The Successful Bidder shall commit to absorb the entire Operations & Maintenance recurring expenditure incurred during the project period including the maintenance, Calibration of the equipment etc, even in case of no generation of revenues.
- To pay STPI towards Annual Equipment Lease Charges of **Rs 35 Lakhs per annum (Rupee Thirty Five Lakh p.a)** plus applicable taxes in advance w.e.f the date of Go-Live during the entire project period irrespective of sales & generation of revenue.
- To pay STPI annually, the percentage of revenue share (PRS) as quoted in Appendix-G from the date of Go-Live.

2.14 Rejection of Bid

The bids will be rejected on following grounds

- 2.14.1 If any of the eligibility criteria is not met.
- 2.14.2 EMD not submitted.
- 2.14.3 If tender terms and condition are not met.
- 2.14.4 If the Bidder gives wrong information in the Bid.
- 2.14.5 Canvassing in any form in connection with the Bids.
- 2.14.6 Conditional bids.
- 2.14.7 Incomplete bid in any form.
- 2.14.8 Bids submitted after due date and time shall be summarily rejected.
- 2.14.9 Erasure and/or over writing is/are NOT permissible.
- 2.14.10 Bids not signed by authorized signatory.

2.15 Supplementary Information to the RFP/ Corrigendum/ Amendments

If STPI deems it appropriate to revise any part of this RFP or to issue additional information to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplementary information will be available on websites referred above. Any such supplement shall be deemed to be incorporated by reference into this RFP.

2.16 STPI's Right to Terminate the Process

STPI may terminate the RFP process at any time and without assigning any reason. STPI makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further this RFP doesn't constitute an offer by STPI. STPI also reserve the right to reject the bids received without assigning any reason whatsoever.

2.17 Termination Criteria

STPI reserves its right to terminate the contract during the contract period after giving one month notice to the contracting agency in case of any deficiency in service. The Successful Bidder may terminate this Contract, by not less than three month written notice to the Purchaser in case of unavoidable reasons.

2.18 Interpretations of the clauses of the RFP

In case of any ambiguity / dispute in the interpretation of any of the clauses in this RFP, the interpretation of the clauses by the Director, STPI-Bengaluru shall be final and binding on all parties.

2.19 Evaluation of Bids

The evaluation of the Bids submitted shall be done in following two stages

2.19.1 Pre-qualification Evaluation

After verification of the pre-qualification bid by the Technical Evaluation Committee, on the basis of criteria defined in clause 2.2, bids of those bidders who qualify the pre-qualification requirements shall be eligible for technical evaluation.

2.19.2 Technical Evaluation

- a) The evaluation process will be done on QCBS methodology.
- b) The technical proposal of Bidders qualified from pre-qualification evaluation will be considered for technical evaluation. The marks (technical score) will be accorded for each of the listed parameters as per the criteria mentioned below. The bidder complying with all the RFP terms by

submitting the documentary evidence and who have scored atleast 70 marks against 100 marks in the technical evaluation process would be treated as technically qualified and will be eligible for the next stage, i.e. Financial Bid opening.

- c) While the Bidder will be evaluated on the technical evaluation criteria mentioned below, ALL THE DOCUMENTS/FORMS SPECIFIED IN THE RFP ARE ALSO REQUIRED TO BE MANDATORILY SUBMITTED and non-submission may lead to rejection of the Proposal.
- d) The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the below table-1:

Table-1

SI No	Criteria	Point System	Maximum Points
1	Bidder to be in semiconductor business & have been operational as on date of bid submission	>= 5Years = 5 points ; = 3 Years and <= 4 Years = 3 points; Else 0	5
2	Number of semiconductor projects (Settingup, Operation and Maintenance of Semiconductor Lab for Inhouse &/Client) executed at present.	>= 2 = 5 points ; = 1 = 3 points; Else 0	5
3	Technical resources availability (having skill sets in operating & maintenance of semiconductor test lab)	>=20 = 5 points ; >=10 & <20 = 3 points ; Else 0	5
4	Quality Certifications (Number of internationally accepted and renowned quality certifications with the lead organization viz., ISO 9001, NABL etc)	ISO 9001 Certificate & NABL Certificate /Equivalent Certificate = 5 Points ISO 9001 Certificate / Equivalent Certificate = 3 points else 0	5
5	Turnover of the bidder from semiconductor and related services/IT Services	>= Rs.15 crore = 10 Points; >= Rs. 10 Crores & <15 Crores= 5 Points else 0	10
6	SMART LAB migration Plan (Architecture and Integration of Lab Equipment)	Smart Lab migration Plan (Architecture and Intergration of lab equipment – 1 to 5 Points else 0	5

SI No	Criteria	Point System	Maximum Points
7	Inhouse Test and Measuring(TM) and Reliability Test (RT) Equipment in the bidder premises	> = 5 TM & 5 RT equipment= 10 Points; >= 3 TM & 5 RT equipment= 8 Points; > =5 TM & 3 RT equipment= 8 Points; >= 6 TM / RT equipment= 5 Points; else 0	10
8	ERP or suitable application software for accounting each transaction of the business which includes MIS Reports	>= 1 ERP/suitable Software = 1 to 10 Points; else 0	10
9	Project Plan and Implementation Timelines. – Technical Presentation on the complete solution details to STPI	<ul style="list-style-type: none"> • Project Plan -10 points (Attach Project Plan) • Migration and Operation & Maintenance Plan – 5 Points • Any significant improvement in project plan (excluding the time saving) – 5 points • Any improvement / innovation / suggestion in the project plan leading to the significant time saving – 5 points • Marketing Statergy to gain revenue – 10 Points 	35
10	Proposed SLA management and complaint redressal mechanism. (HelpDesk Facility during O&M Period)	Details on the SLA parameters measurement and report generation (Attach a sample report) -10 point. else 0	10
Total			100

- e) The Financial Bids of technically qualified Bidders will be opened on the prescribed date.
- f) If a bidder quotes NIL charges, the bid shall be treated as unresponsive and will not be considered for further evaluation.

2.19.3 Commercial Evaluation

- a) Bidders secured at least 70 Marks in technical evaluation will be eligible to participate in financial bid opening process. The Financial Bids of the technically qualified bidders will be opened on the prescribed date.

- b) The Technical Score will be calculated using the formula given below

$$\text{Technical Score (Ts)} = \{\text{Bidder's Technical Score (BTS)} / \text{Highest Technical Score (HTS)}\} * 100$$

- c) The bidder shall submit the financial bids as per Appendix-G.
- d) After opening of financial bids of eligible bidders, the financial scoring will be done. The weightage of 70% for technical and weightage of 30% will be given to financial score during the evaluation.
- e) The total Percentage of Revenue Share mentioned in Appendix-G shall be considered for QCBS calculation for financial evaluation.
- f) The Financial Score will be calculated using the formula given below

$$\text{Financial Score (Fs)} = \{ \text{Bidder's Total Percentage of Revenue Share (Fi)} / \text{Highest Total Percentage of Revenue Share (HF)} \} * 100$$

- g) After weighted scoring of both technical and financial bids, both the scores will be combined and ranked.

$$\text{Final Score (F)} = (\text{Technical Score (Ts)} * 0.7) + (\text{Financial Score (Fs)} * 0.3)$$

- h) The bidder with Highest combined score will secure Rank 1 (one), then Rank 2 and so on in order.
- i) The Bidder with Rank 1(One) based on QCBS system will have weightage of 70:30 for Technical and Financial respectively.
- j) In case of tie, then the bidder with maximum years of experience in semiconductor business will be awarded as successful bidder.
- k) In case of tie as per point (i) above, then the bidder with maximum average turnover as per eligibility criteria will be awarded as successful bidder.
- l) Errors & Rectification: If there is a discrepancy between Words and Figures, the Figure indicated in Words will prevail”.

An illustration of calculation with example is as under table 2:

Table 2

Name of the Bidder	Technical Evaluation Points out of 100	Ts = (BTS/HT S) *100	Technical Score (Ts * 0.7);	Financial Value (Fi)	Fs = (Fi/HF)* 100	Financial Score (F) as per QCBS; (Fs*0.3)	Combined Score (S) (T+F)	Rank
	A	B	C	D	E	F	G= (C+F)	
Bidder1	80	100	70	51	85	25.5	95.5	Rank 1
Bidder2	75	93.75	65.63	55	91.66	27.4	93.03	Rank 2
Bidder3	70	87.5	61.25	60	100	30	91.25	Rank 3

2.20 Letter of Award

- STPI shall award the contract to the eligible bidder as per the Bid Evaluation Criteria of this tender, wherein evaluation is based on QCBS methodology and the bidder with Highest combined score having secured Rank 1 (successful bidder) will be considered for placement of Order.
- STPI shall issue Letter of Intent (LOI) to the successful bidder.
- The successful Bidder shall give his acceptance within 10 days from the date of issue of LOI along with PBG as per Appendix-I.
- Upon acceptance a formal Letter of Award (LOA) will be issued by STPI.

2.21 Signing of the Agreement

STPI notifies the successful bidder about the acceptance of the bid. STPI will send the Bidders the Performa for Agreement & SLA provided. The notification of the award shall constitute signing of the agreement. With the signing of agreement the successful bidder will initiate the execution of the work as specified in the Agreement. The terms of the RFP and the bid response of the successful bidder would become part of the agreement.

2.22 Performance Bank Guarantee (PBG)

- 2.22.1 Successful Bidder shall submit Performance Guarantee in the form of a Bank Guarantee from a reputed Nationalised/Scheduled Bank having operations in India as per the format given at Appendix-I for an amount equivalent to the value of EMD within 10 days from the date of issue LOI. The PBG shall be valid for the entire project period of 6 years plus 60 days.
- 2.22.2 In case of successful bidder having exemption in EMD, then the successful bidder has to submit stipulated Performance Bank Guarantee (PBG) to STPI within 10 days from the date

of issue LOI. The performance Bank Guarantee will be with STPI till the entire project period of 6 years plus 60 days.

2.22.3 Upon expiry of the project period the PBG shall be returned after claiming penalties if any.

2.22.4 The Penalty amount if any, plus GST shall be invoiced separately by STPI to the Successful bidder during the project period. Incase of non-receipt of the penalty amount, then the Performance Bank Guarantee of the successful Bidder shall be invoked for recovering the penalty amount.

2.22.5 In case of PBG being invoked due to successful bidder's failure to perform/comply with its obligations, Successful bidder shall ensure to replenish the PBG suitably to maintain PBG of Rs. 12 Lakhs with necessary validity for every year.

2.23 Project Timelines

The estimated timeline shall be as **Appendix-H**. The start date of the project shall be from the date of receipt of PBG and signing of the agreement.

2.24 Delay & Non-Conformance

In case the time schedule mentioned at Appendix-H is not being adhered to, STPI has the right to cancel the agreement wholly or in part without any liabilities and may lead to forfeiture of the EMD.

2.25 Liquidated damages (penalty) for non-completion

If the successful Bidder fails to complete the work as per the time schedule specified at Appendix- H , then STPI shall levy penalty @ 0.5% of PBG per week of delay. The maximum penalty will be 10% of PBG. The Penalty amount plus GST shall be invoiced separately by STPI to the Successful bidder.

2.26 Force Majeure

STPI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force Majeure beyond the Successful Bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms, pandemics etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's premises.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the below mentioned procedures:

- That within 7 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the Bidder informs STPI in writing that the Bidder considers himself entitled to an extension of the time limit.
- That the successful Bidder produces evidence of the date of occurrence and the duration of the force Majeure in an adequate manner by means of documents drawn up by responsible authorities.
- That the Successful Bidder proves that the said conditions have actually been interfered with the carrying out of the scope of works as per the agreeemnt.

2.27 Arbitration

- a) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of agreement) the same shall be referred to arbitration of a sole arbitrator to be appointed by both the parties mutually agreed in accordance with the Arbitration and Conciliation Act 1996 and amendments made thereof .
- b) The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
- c) The arbitral proceedings shall be conducted in English.
- d) The venue of arbitration shall be in Bengaluru, India.
- e) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- f) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.
- g) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- h) The award of arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Successful bidder shall not delay the carrying out of the works by

reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and the successful bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the agreement except for as provided for in the RFP.

2.28 Governing Laws

The agreement shall be considered and made in accordance with the laws of the Govt. of India.

2.29 Amendments

Terms and conditions as defined in the RFP during execution of the agreement shall not be modified, added to or amended in any manner except by mutual consent in writing of the Parties. All modifications, additions or amendments under the RFP must be in writing and signed by an authorized representative of the Parties hereto to be effective and enforceable between the Parties.

2.30 Third Party Claims

Bidder (the "Indemnifying Party") undertakes to indemnify the STPI (the "Indemnified Party") from and against losses, claims for damages on account of bodily injury, death or damage to tangible.

2.31 Limitations of Liability

There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.

3.0 General Terms and Conditions

3.1 Stakeholder and their responsibilities

3.1.1 Stakeholders

The following stakeholders would become part of this SMART LAB Operations.

- Software Technology Parks of India (STPI)
- Successful Bidder – Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab.
- Semiconductor/Hardware Industry –Users of the Facility

3.1.2 Responsibilities of Stakeholders.

3.1.2.1 Role of STPI

- a. Provision of the Lab equipment and lease it for a specific project period to the Successful Bidder for its Operations and Maintenance.
- b. To Oversee the implementation of the SMART Lab and review its performance
- c. Help Successful Bidder in branding & marketing the facility.

3.1.2.2 Role of Successful Bidder.

- a. Successful bidder has to provide a built-up space of minimum 2000 sq ft with scope for future expansion along with the necessary support infrastructure for conducting Characterization & Reliability Tests on semiconductor chips.
- b. Migration of equipment from the existing SMART Lab, Installation and configuration of the Lab equipment at the location proposed by the successful bid. The list of equipment procured and warranty details is at Appendix-D and Appendix-L
- c. Upkeep the Lab equipment and Operate & Maintain the Entire Lab Facility for the entire project period.
- d. Absorb all the risk and costs associated with migration, setting up and O&M phases of the SMART LAB including the maintenance of the supplied Equipment, Calibration etc.
- e. Market the services to the industry and generate revenues to sustain the business.
- f. To share the Revenue with STPI as per the commercial bid at Appendix - G.
- g. To meet performance obligations (SLA) as set under this RFP.
- h. To ensure timely Maintenance and Calibration of the SMART LAB Equipment.
- i. Successful bidder may procure and install any new equipment required (if any) to enhance the Reliability Testing and Operations of the SMART LAB at the cost of Successful bidder with intimation to STPI.

- j. The successful bidder shall use the SMART LAB and its equipment for the intended use i.e only to serve the Semiconductor/Hardware Industry / ESDM sector as per this RFP and accordingly accounted. The successful bidder shall not use the SMART LAB for their internal services.

3.1.2.3 Role of Semiconductor/Hardware Industry:

- a. To make use of the Services of SMART LAB by paying user fee.
- b. To provide necessary feedback when required by STPI with regard to improvement/augmentation of the Services.

3.2 Responsibility Matrix

Table-2

Activity		STPI	Successful bidder
1.	Handing over Lab Equipment as listed in the Annexure –D to the successful bidder on lease basis.	√	
2.	Migration of the Lab Equipment from existing Lab to bidder's proposed Location		√
3.	Providing a list of the Lab Equipment vendors and their contact numbers to the successful bidder.	√	
4.	Providing built up space, Power, DG, UPS, Eqpt rack, Test bed, LAN, Customer Lobby, Grounding, infrastructure, Internet and other accessories required for the Migration setup, Operation and Maintenance of SMART LAB.		√
5.	Plan the solution to meet all the requirements of this RFP		√
6.	Migration, Installation & Commissioning of SMART LAB Equipment in co-ordination with existing Lab Vendor		√
7.	Trail run		√
8.	Training and Documentation		√

	Activity	STPI	Successful bidder
9.	Acceptance Tests and Sign off	√	√
10.	Providing operations and Maintenance Services for the entire project period.		√
11.	Marketing the Services, Sales and Accounting of Sales and Revenues in an ERP/ suitable Software.		√
12.	Absorb all the risks and costs associated with Migration, Installation, O & M which also includes maintenance of the supplied equipment, Calibration, Insurance of the equipment, Marketing, Sales and Providing Service to the customer for the entire project period.		√
13.	Annual Equipment Lease Charges and Revenues Sharing with STPI as per RFP		√
14.	Ensure timely Maintenance and Calibration of the SMART LAB Equipment		√
15.	Conducting Performance Review (as per clause 4.3.4) and financial Audits (as per clause 3.15, clause 4.3.7)	√	√
16.	Transfer of equipment back to STPI in working condition at the end of project period		√

3.3 Successful Bidder's Employees (Migration , Implementation & Operations Team)

- 3.3.1 Bidder at his own expenses shall deploy skilled & experienced professionals in the area of Semiconductor testing, operations of the Lab equipment etc during Migration, implementation and operations of the SMART LAB. Such skilled resources are necessary for the proper and timely execution and maintenance of SMART LAB. The SMART LAB operations shall be monitored by the experienced project manager designated by the successful bidder during the entire period of the SMART LAB operations.
- 3.3.2 Successful Bidder is expected to have adequate resources working in parallel during Migration and implementation of the SMART LAB for timely completion of the project.
- 3.3.3 During O&M Period successful bidder is expected to deploy O&M team as per

Appendix-F for ensuring smooth operations of the lab, Marketing Team for ensuring the facility is utilized by the industry to its fullest capacity and to generate revenues.

- 3.3.4 In the event of STPI being of the opinion that the Successful Bidder has not employed sufficient number of staff and workmen as is necessary for the proper completion of the SMART LAB within the time prescribed, the Successful Bidder shall forthwith on receiving intimation to this effect take additional staff and labor (at his own expense) specified by STPI within 3 days for timely completion of works.

3.4 Successful Bidder's Co-ordination:

The Successful Bidder shall work in overall interest of the Project in consultation with STPI or its representatives. As the Lab equipment will be provided by STPI the successful bidder shall co-ordinate with OEM/ its authorized Partners of the equipment during setting up and operations and maintenance phase of the SMART LAB.

3.5 Statutory and other obligations regarding workmen

The Successful Bidder shall comply with all government Regulations and Enactment pertaining to workmen, labor and STPI shall be indemnified of any effects/impact.

3.6 Safety Regulations:

- 3.6.1 The Successful Bidder shall be responsible to take all precautions to ensure the safety of the public whether on public or STPI Property.
- 3.6.2 The Successful Bidder need to comply with all sorts of safety measures in regards to men & material deployed for the project.

3.7 Support infrastructure to be Provisioned by the Successful Bidder

The Successful Bidder shall, at his own expense, provide all the required support infrastructure such as building, AC, DG, UPS etc that are required for Migration, Setting up & operations of the SMART LAB.

3.8 Acceptance Testing

- 3.8.2 Successful bidder must demonstrate to STPI the services and its physical security & Safety features.

- 3.8.3 STPI reserves the right to randomly test services upon completion of installation. If the results of those tests are deemed unacceptable, successful bidder shall correct all identified errors if it was deemed that the installation was in error.
- 3.8.4 Once installation is completed, a sample of 3-4 semiconductor industry would be invited to test their semiconductor chips and their feedback would be taken.
- 3.8.5 Services must run 10 consecutive days (Trial run period) without equipment hardware/software failure. Failure of testing will be required to be rectified and trial run will continue for another 05-days of period for the failed item (only).
- 3.8.6 Based on the successful completion of the Trail Run the successful bidder will intimate STPI in writing that the facility is ready for use.
- 3.8.7 All of the documentation requirements have to be met, and successful bidder shall certify in writing to STPI that, the infrastructure created is operational, in accordance with the scope as mentioned in the RFP, and request STPI for consideration of Go-Live.

3.9 Commencement of Operations:

Subjected to satisfactory completion of the acceptance tests, successful bidder shall provide declaration letter stating the SMART LAB has been setup and is ready for providing service to the industry. Based on the declaration letter submitted by the Successful bidder, STPI will declare the Go-Live date/ commencement of operations of SMART LAB.

3.10 Up keeping the Equipment:

- The Successful Bidder shall take care of the SMART LAB equipment handed over by STPI and ensure to keep the equipment in working condition.
- Successful Bidder shall ensure to operate the equipment with utmost care by deploying a skilled and experienced operating staff.
- It is the responsibility of the Successful Bidder to get the faulty equipment repaired at his own expense preferably through OEM or Authorized Vendor of the OEM.

3.11 Fixing Selling Price of services offered by SMART LAB:

- a) The Selling Price of the services offered by SMART LAB shall be derived by STPI in consultation with the Successful bidder.
- b) The Selling Price may be revised periodically depending on the Market Conditions.

- c) Successful bidder shall ensure to offer any discount/special service Charges to the customer with the approval of STPI.

3.12 Collection of User Fee/Charges:

- a) STPI shall not have any liability in guaranteeing the revenue from the services and hence at any stage of the project period, STPI shall not be responsible for paying any recurring expenditure met by the successful bidder.
- b) Successful Bidder shall Market the Services effectively in order to achieve maximum sales and to generate revenues for sustainability of Operations.
- c) Successful Bidder shall market the services for generating revenue by deploying a dedicated marketing team and ensure maximum efforts in order to enhance the marketability of the SMART LAB. A detailed report on the marketing efforts carried out to be submitted to STPI Quaterly.
- d) In order to market the services of SMART LAB effectively, Successful bidder shall ensure to conduct customer awareness programmes i.e seminars, workshops etc every fortnight/Monthly in regards to the SMART LAB setup at their premises and submit the report to STPI on the Customer awareness/interactions carried out.
- e) Collection of payments from the users and accounting of each transaction will be the responsibility of the Successful bidder

3.13 Lease Charges:

Successful Bidder shall pay to STPI the equipment lease charges of Rs 35 Lakhs per annum (Rupee Thirty-Five Lakh) plus applicable taxes as an advance yearly w.e.f. the date of Go-Live during the entire period of the project, irrespective of sales & generation of revenue. This shall be the minimum obligation of the successful bidder.

3.14 Operations and Maintenance of the Equipment

- a) It is the responsibility of the Successful Bidder to operate and maintain SMART LAB for the entire project period and shall bear all the recurring expenditure (Building rentals, Electricity, repair & maintenance of the Smartlab equipment, Operating staff salaries, marketing expenses, Incidental expenses etc) for running of the lab.
- b) It is the responsibility of the Successful Bidder to ensure Maintenance of the support infrastructure and Smartlab equipment from time to time to up keep the equipment in working condition during the project period and shall bear this expenditure.
- c) The Maintenance, Calibration expenditure of the Lab equipment shall be borne by Successful Bidder.

3.15 Accounting & Audit of Transactions

- a) Successful Bidder shall setup an ERP or suitable application software for accounting each transaction of the business and provide a remote access of the same to STPI for monitoring purpose. The ERP or suitable application software shall capture all the details such as name of the customer, name of the equipment used, name of the tests performed, duration of the test and the date on which the tests completed and the amount to be invoiced.
- b) The ERP or suitable application software shall provide MIS reports weekly, monthly, yearly and as required by STPI.
- c) The ERP data back up need to be taken by the Successful Bidder periodically, to ensure Business Continuity.
- d) The auditors appointed by STPI would conduct the audit of the services & books of accounts. The Successful Bidder shall extend full support during this stage. The periodicity of the audit will be as decided by STPI.

3.16 Taxes and Duties

Bidder is liable for all applicable taxes and duties etc. Bidder shall maintain adequate books and records in connection with the agreement and shall make them available for inspection and audit by STPI or any agency authorized by it during the terms of project until end of the project period.

3.17 Project Period

The project period shall remain valid for a period of 6 (Six) years from the date of Go-Live . The period of the project may be extended as required by STPI.

3.18 Termination of agreement:

3.18.1 Termination for default

- a) STPI, without prejudice to any other remedy for breach of the agreement, by written notice of default sent to the PPP Partner, may terminate the agreement in whole or in part:
- If the PPP Partner fails to deliver any or all of the services within the time period(s) specified in the agreement, or within any extension thereof granted by STPI as per agreed terms & conditions with the PPP Partner
 - Or
 - If the PPP Partner fails to perform any other obligation(s) under the agreement.
 - Or
 - If the PPP Partner, in the judgment of STPI has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.
- b) In the event STPI terminates the agreement in whole or in part, STPI may avail services, upon such terms and in such manner as it deems appropriate to those undelivered, and the PPP Partner shall be liable to STPI for the cost incurred for such similar services. However, the successful bidder shall continue to execute the contractual obligations to the extent not terminated.

3.18.2 Termination for insolvency

STPI may at any time terminate the agreement by giving written notice to the successful bidder without compensation, if the SUCCESSFUL BIDDER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to STPI.

3.18.3 Events of Default by the Successful Bidder

- a) The failure on the part of the SUCCESSFUL BIDDER to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include but not limited to inter alia the following also:
- The SUCCESSFUL BIDDER has failed to perform any instructions or directives issued by STPI which it deems proper and necessary to execute the scope of work under the Agreement or

- The SUCCESSFUL BIDDER has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Agreement / RFP.
- or
- If the SUCCESSFUL BIDDER has fallen short of matching such standards/targets as STPI may have designated with respect to any task necessary for the execution of the scope of work under this Agreement.

The above-mentioned failure on the part of the SUCCESSFUL BIDDER may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by STPI.

- b) The SUCCESSFUL BIDDER has failed to remedy a failure to perform its obligations in accordance with the requirements issued by STPI despite being served with a default notice which laid down the specific deviance on the part of the SUCCESSFUL BIDDER to comply with any stipulations or standards as laid down by STPI or
- c) The Successful bidders Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this RFP document or has failed to adhere to any amended direction, modification or clarification as issued by STPI during the term of this Agreement and which STPI deems proper and necessary for the execution of the scope of work under this Agreement
- d) The SUCCESSFUL BIDDER has failed to demonstrate or sustain any representation or warranty made by it in this Agreement with respect to any of the terms of its Bid or the RFP and this Agreement
- e) The Successful bidder Team has failed to comply with or is in breach or contravention of any applicable laws.
- f) Where there has been an occurrence of such defaults inter alia as stated above, STPI shall issue a notice of default to the Successful bidder, setting out specific defaults / deviances / omissions and providing a notice of Ninety (90) days to enable such defaulting party to remedy the default committed.
- g) Where despite the issuance of a default notice to the SUCCESSFUL BIDDER by STPI the SUCCESSFUL BIDDER fails to remedy the default to the satisfaction of STPI, STPI may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to STPI.

3.18.4 Consequences in the Event of Default

- a) Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, STPI may/shall be entitled to the following: for cases where permissible time is not indicated in

the agreement, STPI will decide, at its discretion, the quantum of reasonable time to cure the default.

- b) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the SUCCESSFUL BIDDER shall be obliged to comply with. The SUCCESSFUL BIDDER shall in addition take all available steps to minimize loss resulting from such event of default.
- c) STPI may by a written notice of suspension to the Successful bidder, suspend all payments to the SUCCESSFUL BIDDER under the Agreement provided that such notice of suspension:
 - Shall specify the nature of the failure and
 - Shall request the SUCCESSFUL BIDDER to remedy such failure within a specified period from the date of receipt of such notice of suspension by STPI.
- d) In case of any damages/failure/losses, the successful bidder has to bear the charges of damage. If bidder fails to repair/recover the damages/losses, STPI will have the right to recover/claim the damages from Performance Bank Guarantees.

3.19 Suspension of Work

- a) The SUCCESSFUL BIDDER shall, if ordered in writing by STPI, will temporarily suspend the works or any part thereof for such a period of time as ordered. The SUCCESSFUL BIDDER shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Successful bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Successful bidder.
- b) In case the suspension of works is not consequent to any default or failure on the part of the Successful bidder and lasts for a period of more than 2 months, the SUCCESSFUL BIDDER shall have the option to request STPI to terminate the agreement with mutual consent.

3.20 Cancellation of agreement by STPI :

STPI-Bengaluru reserves the right to cancel/withdraw the bid without assigning any reasons for such decision. STPI-Bengaluru also reserves the right to award to any bidder or cancel the orders issued to any bidder without assigning any reason thereof. Such decision will not incur any liability whatsoever on the part of STPI-Bengaluru consequently

3.21 Confidentiality

- a) As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications,

routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are Confidential Information.

- b) Information relating to the examination, clarifications and comparison of the RFP shall not be disclosed to any bidders or any other persons not officially concerned with such process until the Shortlisting process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its Bid.
- c) At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) The Bidder shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement with the service providers to the satisfaction of STPI .
- e) The Bidder shall sign a Non Disclosure Agreement (NDA) with STPI. The Successful bidder, its antecedents and the sub- Agency shall be bound by the NDA.
- f) The Bidder shall be liable to fully compensate to STPI for any loss of revenue arising from breach of confidentiality.
- g) The Bidder shall not disclose any confidential information to any other party and keep confidential the terms and conditions of this agreement, any amendment hereof, and any Attachment or Annexure hereof.
- h) The Bidder may only disclose Information with the prior written consent of STPI – Bengaluru to a member of the Successful bidder Team (“Authorized Person”) if the Authorized Person is obliged to use it only for the performance of obligations under the agreement.
- i) The Bidder shall notify STPI - Bengaluru promptly if it is aware of any disclosure of the Information otherwise than as permitted by the agreement or with the authority of STPI - Bengaluru
- j) The Bidder or its employee shall not remove any information which might have come to its custody during the discharge of its obligation under the agreement through any means like, but

not limited to, email, DVD, Pen Drive, Hard Disk or printed form without the specific written permission of STPI.

3.22 Exit Management

- a) Upon completion of the project period or upon termination of the agreement for any reasons, the Successful bidder shall comply with the following:
 - Notify to STPI forthwith the particulars of all Project Assets.
 - Transfer entire SMART LAB equipment as per Appendix-D in working condition to the premises of STPI or to any other location as indicated by STPI at no additional costs within 45 days.
 - Deliver forthwith actual or constructive possession of the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by STPI.
- b) Subject to clause (a) of exit management, upon completion of the agreement period or upon termination of the agreement, the Successful bidder shall comply and conform to the following in respect of the Project:
 - All Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and free from all defects and deficiencies as necessary so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the agreement period.
 - The Successful bidder submits relevant records and reports pertaining to the Project and its plan, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto.

4 Scope of Works

The successful bidder shall:

- a Bidder to ensure that the proposed SMART LAB is to be setup to be in Bengaluru, Karanataka only.
- b Migration of the existing SMART LAB equipment from the existing Lab to Bidders premises / bidder proposed lab location and setting up of the same. The list of equipment procured and warranty details is at Appendix-D and Appendix-L. The cost of migration to be borne by the successful bidder which includes shifting and transportation, installation, integration, commissioning, insurance etc.
- c Successful bidder may procure and install any new equipment required (if any) to enhance the Reliability Testing and Operations of the SMART LAB at the cost of Successful bidder with intimation to STPI.
- d Provide a built-up space of 2000 sq ft minimum with a scope for future expansion along with the necessary support infrastructure for conducting SMART Lab & Reliability Tests.
- e Co-ordinate with Lab equipment OEM/ existing Lab vendor or the authorized vendors of OEM during installation and configuration of the lab equipment.
- f Operate and Maintain the Lab Facility for the entire agreement period as defined in RFP.
- g Absorb all the risk and costs associated with Migration and setting up the existing Lab, operation and maintenance of SMART LAB.
- h Market the services to the industry and generate revenues to sustain business.
- i Share the revenue with STPI as defined in RFP.
- j Meet performance obligations (SLA) as defined in RFP.
- k Provide periodic Performance Reports to STPI.

The scope of works involves three phases, viz (a) Planning (b) Migration and Setting up and (c) Operations and Maintenance. The details are provided as below:

4.1 Planning Phase

- a. To prepare a detailed document to setup the lab by considering the following aspects.
 - i. Scalability & security of the equipment
 - ii. High Availability of the equipment.
 - iii. Better Manageability
 - iv. Ease of maintenance of the equipment
 - v. Availability of the operating staff round the clock.
 - vi. Help Desk support services

- vii. Redundancy for critical sections (UPS & AC)
- viii. Grounding for the equipment and UPS.
- b. The document shall cover migration , Configurations of the equipment, Installation Details , support infrastructure equipment and security policy.
- c. Prepare and share the Operations & Maintenance Manual with the operating staff to manage the SMART LAB effectively.

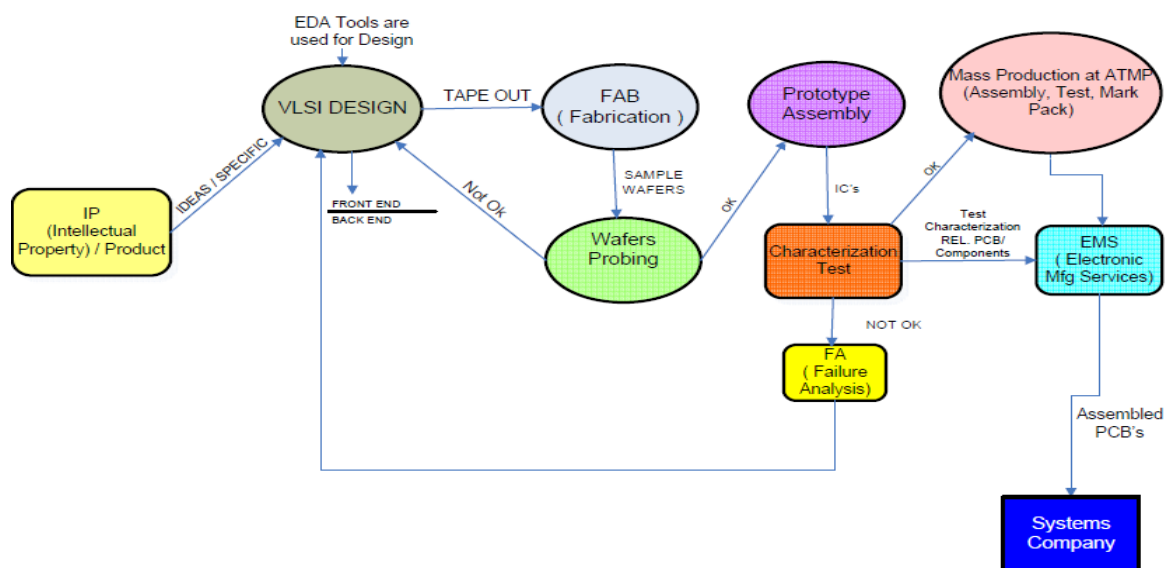


Fig-1: The position of the SMART Lab in the entire process of semiconductor manufacturing process is as shown above (Indicative)

4.2 Migration & Implementation Phase

- a. Migration of the SMART lab equipment from the existing LAB premise to the premise proposed by the bidder. The list of equipment procured and warranty details is at Appendix-D and Appendix-L
- b. The successful bidder shall possess (by own or leased with lease period more than Seven years from the date of issue of Lol) a building of size minimum 2000 sq.ft for setting up the facility. The building shall have scope for expansion in future. The proposed lab space shall be free from dust, electro magnetic interference, vibrations, noise etc that are necessary for smooth operations of the SMART LAB.
- c. The successful bidder at his own expense shall procure and install required support infrastructure with adequate capacities such as Air conditioners (AC), Uninterruptible Power Supply (UPS), Backed up by Diesel Generator etc
- d. Successful bidder shall co-ordinate with Lab equipment OEM / Existing Vendor during migration, installation at bidders premises/bidder proposed lab location, Configuration &

Commissioning of the Lab equipment including the existing customer database to ensure continuity of the business /Operations of SMART LAB

- e. Successful bidder shall provide all the associated Systems, Storage, Networking, & Display Systems etc that are required to be integrated with the Lab equipment wherever necessary.
- f. The successful bidder shall setup a lab with all the required civil, electrical, mechanical & other related works including false ceiling/ flooring, partitioning, installation of electrical component, cable laying, LAN, CCTV, Access Control and other necessary support components at his own cost.
- g. Shall deploy physical security at his own expense for ensuring the safety and security of the lab on 24/7.
- h. Shall procure and install ERP/suitable application to capture accounting which includes lab booking upto invoicing and financial transactions related to SMART LAB operations at his own cost. Successful bidder is required to go through the existing portal available linked with STPI website (<https://bengaluru.stpi.in/en/smart-lab-services>) and adopt the same along with enhanced features for capturing accounting from lab booking to Invoicing. Successful bidder shall ensure the prospective customer access the ERP/suitable application by registering and using credentials.
- i. Provide training to STPI or its representatives to cover equipment operations.
- j. Prepare a detailed project report covering as built drawings, configuration of the equipment etc and submit to STPI.

4.3 Operations and Maintenance Phase

4.3.1 Operations and Maintenance of SMART LAB

- a. Successful Bidder shall operate and maintain the SMART LAB facility for a period as defined in this RFP.
- b. Successful bidder shall ensure maintenance and Calibration of the SMART LAB equipment annually or as defined by the OEM
- c. Deploy a dedicated operating staff as per the Appendix-F for facilitating industry during reliability testing of semiconductors.
- d. Successful bidder shall ensure to provide seating arrangement (min 1 seater) along with the Desktop and internet facility for the representatives from STPI for monitoring purpose.
- e. To meet all the Performance Obligations as mentioned under Service Level Agreement (SLA) as per **Appendix-K**
- f. Shall provide remote access of ERP/suitable application to STPI for monitoring.

4.3.2 Ensuring Safety & Security

- a. The successful bidder shall ensure the safety and security for the SMART LAB equipment handed over by STPI.
- b. The successful bidder shall ensure dedicated security personnel for manning the facility on 24/7 basis.
- c. The Successful bidder shall ensure Intellectual Property (IP) Security of the Semiconductor Companies availing the SMART LAB services during testing.

4.3.3 Service Window of Operations.

The service window required for SMART LAB operations shall be for minimum 5 days a week throughout the year. The service window may scale up to a 24x7 support at a future date depending on the demand /or other parameters.

4.3.4 Marketing Management.

- The successful bidder shall be required to Market the Services by deploying a dedicated marketing team and evolve branding of the services in consultation with STPI.
- In order to market the SMART LAB Services effectively, Successful bidder shall ensure to conduct customer awareness programmes i.e Business Development meeting / marketing meeting, Review meet with the existing customers, seminars, workshops etc every fortnight/Monthly in regards to the SMART LAB setup at their premises / customer premise/ any other suitable location and submit the report to STPI on the Customer awareness/interactions. A minimum of 4 programs to be conducted in a month. The successful bidder to submit the report to STPI on the Customer awareness/interactions carried out along with the monthly report. Performance will be reviewed by STPI periodically.
- Successful Bidder shall market the services for generating revenue by deploying a dedicated marketing team and ensure maximum efforts in order to enhance the marketability of the SMART LAB. A detailed report on the marketing efforts carried out to be submitted to STPI Monthly, Quaterly basis.

4.3.5 Recruitment and Training.

The successful bidder shall be responsible for recruiting the skilled and experienced operating staff for maintenance & support operations of SMART LAB. Also, appropriate training shall be conducted to enable them to provide services through SMART LAB.

4.3.6 Revenue Generation, Accounting & Invoicing.

- a. The Successful Bidder is responsible for generating the revenues from the sales.
- b. At the end of each tests/projects/transactions, Successful Bidder shall invoice to the user and collect the revenues.

- c. All the accounting of transactions (Sales, Invoice and Payment Collections) shall be done through separate book of accounts and shall be entered in ERP/suitable software.
- d. Periodic report detailing the sales, transactions, invoice etc to be shared with STPI.

4.3.7 Review and Audit of Operations.

- a. To support and facilitate STPI during its periodical review of the operation.
- b. To conduct the system audit periodically by successful bidder as per the advice of STPI.
- c. To extend support and provide all the documentation during the audit conducted by STPI.

4.3.8 Manage Risks.

- a. The successful bidder shall identify and bear all the risk associated with Operations & Maintenance of the SMART LAB for the entire project period at his own expense.
- b. The successful bidder shall identify and bear all the risks involved with Sales, Service Quality and Standards, Revenue collections and sustainability of the operations at his own expense.
- c. STPI shall not compensate for any losses if any incurred by the Successful Bidder during entire project period.

5.0 List of Appendices

Appendix - A: Covering Letter

To,
The Director
Software Technology Parks of India
#76/77, 6th Floor,
Cyber Park
Electronics City,
Hosur Road,
Bengaluru -560 100

Sub: Identification of PPP Partner for Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab.

Ref. No. STPI-B/ADMIN/PSG/2024-25/01 date:17.05.2024

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. STPI-B/ADMIN/PSG/2024-25/01 date:17.05.2024] regarding Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name
Designation
Seal
Date:
Business Address:

Appendix-B Format of Bidder's Eligibility Documents.

SI No	Description	Bidder's Response (Yes/No)	Document Evidence (Page Number references)
1	The Bidder must be registered company in India and should be in the business & have been operational at least for last 3 years as on date of bid submission - For Companies with Indian origin, certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments as applicable are to be furnished.		
2	The Bidder should have valid PAN and GST Registration, MSME/ UAM Registration - Copy of GST registration, PAN, MSME/UAM Registration . Incasse of MSME – Relavant MSME Certificate to be furnished.		
3	The Bidder shall be an established Semiconductor or an IT company with minimum annual turnover of 10 Crores in all three financial years (FY: 2020-21, 2021-22, 2022-23/2023-24) - Audited statement for last 3 financial years of the bidder.		
4	Bidder should have positive net worth as on 31-03-2023, duly certified by CA (Chartered accountant).		
5	The Bidder shall have been in similar business and have experience of having successfully completed similar works such as Setting up, Operate and Maintenance of the Semiconductor Labs Definition of similar work: Setting up, Operate and Maintenance of the Semiconductor Labs housing minimum of 6 Test and Measuring equipment & Reliability Test for Inhouse or external customers of any central / State Govt. offices/PSU/ private units under a single purchase order /work order. Documentary evidence of experience having successfully completed similar works (PO copies, completion certificate, Self Certification incasse of inhouse Lab setup, Invoice or CRAC to be submitted in case of GeM POs).		
6	The bidder must have on its roll a team of 10 or more technically qualified professionals - Certificate from the		

	HR department of the bidder for the number of Technically qualified professionals employed in the company with their qualification and skillset		
7	Bidder should have relevant ISO 9001 certification or equivalent certificate which are valid at the time of bidding- Copy of the Valid Certificate(s) by the relevant certifying agency to be submitted.		
8	The Bidder should have service support office in Bengaluru. The office details such as Address, Contact Person and Technical manpower with escalation matrix must be furnished along with the bid.		
9	The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies. Declaration should be given by authorized signatory.		
10	No sub-contracting is allowed. Self-declaration attested by the authorized signatory on the company letterhead		
11	Acceptance to the Scope of works as per bid document. Self-attested and signed scope of works document to be submitted.		
12	Acceptance to the payment terms, penalty and liquidated damages (LD) as per the bid document.		
13	Certificate of Conformity/ No Deviation. Compliance need to be provided on letter head.		
14	Board Resolution or Power of Attorney for the Authorized Signatory shall be submitted.		
15	Copy of EMD Transaction (NEFT/RTGS) details /EMD Exemption certificates with Bid security Declaration.		
16	Copy of the Address proof/Lease Agreement of the location where the SMART LAB is proposed to be setup by the bidder at Bengaluru, Karnataka.		
17	Duly Signed Integrity Pact as per Appendix M		
18	Duly Signed Tender Acceptance Letter		
19	Duly Signed Bidder Authorization Certification		

(Authorized Signatory for the Bidder)

Appendix-C Technical Capability

SI No	Criteria	Proof Documents of	Vendor's Response (Yes/No)	Document Evidence (Page Number references)
1	Bidder to be in semiconductor business & have been operational as on date of bid submission	PO Copies, Self certification incase of inhouse lab		
2	Number of semiconductor projects (Settingup, Operation and Maintenance of Semiconductor Lab for Inhouse &/Customer) executed at present.	Client Certificates/Word Orders as per Appendix-E		
3	Technical resources availability (having skill sets in operating & maintenance of semiconductor test lab)	Attach CVs of 10 Resources.		
4	Quality Certifications (Number of internationally accepted and renowned quality certifications with the lead organization viz., ISO, NABL etc)	Copy of ISO Certificate/ equivalent certificate , NABL Certificate		
5	Turnover of the bidder from semiconductor and related services/IT Services	Audited Balance Sheets and IT Returns.		
6	SMART LAB Plan (Architecture and Integration of Lab Equipment)	Architecture and Integration of Lab Equipment document		
7	Inhouse Test and Measuring(TM) and Reliability Test (RT) Equipment in the bidder premises	Attach list of TM Equipment and RT Equipment		
8	ERP or suitable application software for accounting each transaction of the business which includes MIS Reports	Attach Snapshot of the ERP or suitable application software that meets RFP requirement		

9	Project Plan and Implementation Timelines. – Technical Presentation on the complete solution details to STPI	Attach Project Implementation Plan and Solution document		
10	Proposed SLA management and complaint redressal mechanism. (HelpDesk Facility during O&M Period)	Attach O&M Plan-SLA & Help Desk		

Appendix-D: List of SMART LAB Equipment

TEST AND MEASURING EQUIPMENT

SN	Equipment Name	OEM	Installation Date
1	Vector Network Analyzer	Rhode & Schwarz	21.04.2015
2	Spectrum Analyzer	Rhode & Schwarz	21.04.2015
3	Oscilloscope	Keysight Technologies	26.06.2015
4	2.Channel Audio Analyzer	Keysight Technologies	21.04.2015
5	Pulse Function Arbitrary Generator	Keysight Technologies	21.04.2015
6	BERT Scope / Clock recovery	Tektronix	21.04.2015
7	8.5 Digit DMM	Tektronix	21.04.2015
8	Pulse Generator	Tektronix	21.04.2015
9	Logic Analyzer	Tektronix	21.04.2015
10	DC Power Supply	Tektronix	21.04.2015
11	Equipment Integration & ATE Interfacing	Tektronix	13.04.2015

RELIABILITY TEST EQUIPMENT

SN	Equipment Name	OEM	Installation Date
1	CDM	HANWA	04.08.2015
2	Thermostream	inTEST Thermal Solutions	01.09.2016
3	ESD/LU	HANWA	04.08.2015
4	Burn-In Systems	EDA Industries	26.07.2017
5	Burn-In Oven	EDA Industries	26.07.2017
6	UV Eraser	TMPL Machines	10.04.2017
7	Bake Oven	TELTECH	14.07.2017
8	Decapsulator	NISENE	14.10.2016
9	Device Power Resource	ADVANTEST	14.07.2015

Appendix-E Bidder's Client Reference

Location	Name of the Customer/ organization	Project Executed	Contact name	Contact number (Phone / mobile)	Mail ID

Bidders should highlight their expertise in executing such projects.

Appendix-F Indicative Structure of Skilled Operations Staff

S. No.	Description of the Operating Staff	No. of Resources
1	Technician for Operating Equipment & Facilitating the Tests.	
2	Engineer	
3	Supervisor	
4	Facility Manager	
5	Accountant	
	Total number of Resources	

Indicative Qualifications and Experience

- **Technician:** Diploma / ITI , with minimum 2 years experience in operating Semiconductor Equipment, Skills: Handling Electronics components, Usage of LAB equipment such as Oscilloscope, DMM etc.

- **Engineers:** BE / Diploma (Electronics & Communication/Electrical and Electronics) with minimum 3 years' experience in the field of Semiconductor Testing.

Skills: Knowledge of Semiconductor Test and Product Engineering, Good understanding of Reliability , Qualification process such as Burn in , ESD , latch up etc. Managed a team size of 5 technicians.

- **Supervisor:** BE or Masters in Engg , with minimum 5years experience in the field of Semiconductor Chip Testing/ Managing SMART Lab.

Skills : Should have Managed a Semiconductor Lab , Reliability lab . Good understanding Semiconductor qualification process. Good communication and customer handling.

- **Facility Manager :** Graduate with minimum 5 years experience.

Skills : Should have set up and handled a Semiconductor Lab. Aware of all norms related to Semiconductor lab.

- **Accountant:** Graduate with minimum of 3 years experience.

Skills : Aware of Accounting procedure, Tally , Knowledge of tax and other company law matters.

Appendix-G Commercial Bid Format

(To be submitted in the e-procurement portal as BoQ only and not to be attached along with the Technical bid)

The percentage of revenue share to be quoted by bidder as per the table below in the increasing order from 1st year till 6th year. Bidder to ensure the minimum Percentage of Revenue Share to be 6% in the increasing order in terms of integers only.

Years	% of Revenue Share (PRS) quoted by the bidder in figures	% of Revenue Share (PRS) quoted by the bidder in words
1		
2		
3		
4		
5		
6		
Total (sum of PRS from 1st year to 6th year)		

Note :

- (1) The Percentage of Revenue Share should be Minimum of 6%
- (2) Bidder to ensure that the PRS quoted to be in increasing order only from 1st year onwards till 6th year.
- (3) Bidder to ensure the increase of PRS to be in terms of integers only from 1st year onwards till 6th year.
- (4) Incase of any ambiguity between figures and words , then the higher value will be considered.
- (5) All applicable taxes are exclusive
- (6) The Commercial evaluation will be as per QCBS evaluation process (as per clause 2.19.3 .of this RFP) wherein 70% weightage will be accorded for Technical Score and 30% weightage to the Commercial Score. The bidder with the Highest Total Combined Score will be considered as successful bidder.

Authorized Representative of the Bidder:

Name :

Designation :

Organization Address:

Appendix-H: Implementation Timelines.

S. N	Activity	Timelines	Remarks
1.	Signing of agreement and receipt of the PBG	T0	Beginning of the time schedule
2.	Submission of detailed document on Project Plan for Migration and setting up the existing SMART Lab equipment along with operation & maintenance of the Semiconductor Measurement Analysis & Reliability Test (SMART) lab	T1=T0+10 days	
3.	Provisioning a suitable building with necessary support equipment such as DG, AC, UPS, Antistatic Mat, Eqpt rack/bed, LAN, CCTV, Access control etc	T2=T1+45 Days	
4.	Shifting of the equipment to new bidder premise / bidder proposed lab location, Installation of the SMART LAB equipment in coordination with the OEM or its authorized partners or existing Lab Partner. Trial Run & Training.	T3=T2+30 days	
5.	Acceptance & Declaration for operationalization/Go-Live	T4=T3+5 day	

Note:

- The Time line shown above is the maximum allowable time frames for each activity.

Appendix -I Form of Performance Guarantee

- 1** In consideration of the Software Technology Parks of India (hereinafter called “STPI”) having agreed to allow M/s. (Hereinafter called “the said Contractor(s)”) from the demand under the terms and conditions of an Agreement No. for the work of (hereinafter called “the said Agreement”) for furnishing Performance Bond for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Indian Rs (Indian Rs only). We the (Name of the Bank) having our Head Office at and having branch at referred to as “the Bank” at the request of M/s..... Successful Bidder(S) do hereby undertake to pay to STPI an amount not exceeding Indian Rs (Indian Rs only).
- 2** We (Name of the Bank) branch do hereby undertake to pay the amounts due and payable under this guarantee without and 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 Successful Bidder(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 (Rs only).
- 3** We undertake to pay to the STPI, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the Successful Bidder(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 thereunder.
- 5** We (Name of the Bank) branch 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 the dues of STPI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Project Coordinator on behalf of STPI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful Bidder(s) accordingly discharges this guarantee.
- 6** We (Name of the Bank) branch further agree with STPI, that STPI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Successful Bidder(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 Successful Bidder(s) and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Successful Bidder(s) or for any forbearance act or omission

on the part of STPI or any indulgence by STPI to the said Successful Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

- 7 This guarantee will not be discharged due to the change in the constitution of the Bank or the Successful Bidder(s).
- 8 We hereby waive the necessity of your demanding the Successful Bidder before presenting us with the demand.
- 9 We (Name of the Bank) Branch lastly undertake not to revoke this guarantee except with the previous consent of STPI in writing.
- 10 This guarantee shall be valid upto unless extended on demand by STPI. Notwithstanding anything contained herein before our liability against this guarantee is restricted to Indian Rs (Indian Rs only). and it will remain in force till unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before of
- 11 (.) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Dated the day of for (Name of the Bank) Branch.

WITNESS 1

WITNESS 2

.....(Signature)

..... (Signature)

Attorney as per Power of Attorney:

Attorney Number & Date :

Appendix – J Declaration Regarding Clean Track Record

To,

The Director
Software Technology Parks of India,
No 76/77, 6th Floor,
Cyber Park
Electronics City
Hosur Road
Bengaluru -560 100

Sir,

Subject: Identification of PPP Partner for Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab

Tender Ref. No. STPI-B/ADMIN/PSG/2024-25/01 Date:17.05.2024

This is to certify that << COMPANY NAME >> has not been blacklisted by any Central /State Government (incl. its department/agency) or was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices as on 31st March 2023/24.

I hereby certify that the information furnished in the RFP Ref No STPI-B/ADMIN/PSG/2024-25/01 Date:17.05.2024 is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the statement at any stage, the bid will be summarily be rejected and the bidder will be liable to be blacklisted.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:

Appendix -K Service Level Agreement of SMART LAB during O&M phase.

(a) Availability of Lab Services:

During the contract period (from the date of signing the agreement), the successful bidder shall ensure:

- a) Uninterrupted Services to the customers.
- b) Keeping the Lab equipment in working condition.
- c) Availability of the Operational Team on 8/5 basis and extendable upto 24/7 on need basis
- d) Maintenance of all the necessary documentation (a) Technical Document (b) Accounting of transactions.
- e) To submit monthly performance report to STPI which includes number of tests carried out.

Sl no	Service Parameters	Metrics	Penalties for Breach in Service Metrics	Remarks
1	Device uptime per month	90% uptime per device per month	Uptime : a) =70% to < 90% - 0.1 % of PBG value per month per device b)< 70% - 2 % of PBG value per month per device	Excluding planned outages. Vendor shall keep uptime report of all equipment. Daily Log sheets to be maintained.
2	Site uptime per month	95% uptime	Uptime < 95% - 0.05 % of PBG value per month	Excluding planned outages. Daily Log sheets to be maintained.
3	Annual Calibration	Once Anually / As per the OEM norms	0.1 % of PBG value per week of delay per device	
4	Submission of reports to STPI. 1. Uptime report 2. Number of tests carried out 3. Device Usage Report 4. Accounting information 5. Details of Marketing efforts made during the month 6. Any other reports as required by STPI from time to time.	10 th of Every Month	0.1% of PBG per week of delay.	

(b) SLA Monitoring

STPI will be reviewing the SLA Performance of the successful bidder based on the logs maintained /weekly/ Monthly report /email.

(c) Escalation Matrix-

To be filled by and shared with the industry.

Support level	Escalation Time for unresolved support incidence	Person in charge	Location	Phone	E-Mail
Low	6 hours				
Medium	12 hours				
Highest	24 hours				

The personnel responsible for support level 1 and above shall be available for round the clock.

Appendix -L Warranty / AMC Status of SMART LAB Equipment

S.No	Equipment Name	Model Number	OEM	Supplier Name	Warranty / AMC	
					From	To
1	Vector Network Analyzer	ZNB20	Rhode & Schwarz	OEM	21.04.2015	20.04.2021
2	Spectrum Analyzer	FSV13	Rhode & Schwarz	OEM	21.04.2015	20.04.2021
3	Oscilloscope	DSA-X-91604A	Keysight	Agmatel	26.06.2015	25.06.2021
4	2-Channel Audio Analyzer	U8903A	Keysight	Agmatel	21.04.2015	20.04.2021
5	Pulse Function Arbitrary Generator	81150A	Keysight	Agmatel	21.04.2015	20.04.2021
6	BERT scope/Clock recovery	BSA125C / CR125A	Tektronix	OEM	21.04.2015	20.04.2021
7	8.5 Digit DMM	2002/ MEM 2	Tektronix	OEM	21.04.2015	20.04.2021
8	Pulse Generator	AWG70002A	Tektronix	OEM	21.04.2015	20.04.2021
9	Logic Analyzer	TLA6404	Tektronix	OEM	21.04.2015	20.04.2021
10	DC power supply (3no's)	a) PWS 2326 b) 2230G-30-1 c) 2260 B-80-27	Tektronix	OEM	21.04.2015	20.04.2021
11	Eqpmnt Integration & ATE Interfacing	NA	NA		14.04.2015	13.04.2021
12	Device Power Resource	It is an add on card and fixed inside the Tester	Advantest	NA	24.08.2015	23.08.2021
13	ESD/LU	HED-N5512-D3	HANWA	MIHAM A	06.08.2015	05.08.2021
14	CDM	HED-C5000R	HANWA	MIHAM A	06.08.2015	05.08.2021
15	Thermostream	ATS-710-M-9	inTEST Thermal Solutions	Globetek	26.09.2016	25.09.2022
16	Decapsulator	JetEtch-Cu-Protect	NISENE	Multiflow Instruments	AMC : 31.07.2017	13.11.2021
17	UV Eraser	UV-050	TMPL	NA	06.06.2017	05.06.2023

RFP for Identification of PPP Partner for Migration and setting up of existing SMART Lab Equipment along with O&M of SMART Lab.

S.No	Equipment Name	Model Number	OEM	Supplier Name	Warranty / AMC	
					From	To
			Machines			
18	Bake Oven	ONB-05-17	TELTECH	NA	16.08.2017	15.08.2023
19	Burn-In System	SM-12 E-PTC VBTS-M	EDA Industries	NA	08.06.2018	07.06.2024
20	Burn. In. Oven	SM-12 E-OLT VBTS-M	EDA Industries	NA	08.06.2018	07.06.2024

Appendix -M Integrity Pact

INTEGRITY PACT

Between

Software Technology Parks of India (STPI), herein after referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder**”

Preamble

The principal intends to award, under laid down organizational procedures, agreements for The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the project for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- i. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the agreement execution.
 - c. The principal will exclude from the process all known prejudiced persons.
- ii. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder)

- i. The Bidder commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the project execution.
 - a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the project or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the project.
 - b. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder will not commit any offence under the relevant IPC/PC Act; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The Bidder of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
 - e. The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the agreement.
- ii. The Bidder will not instigate third persons to commit offences outlines above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future project

If the Bidder, before award or during execution has committed a transgression through a violation of Section 2 of integrity pact, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealing".

Section 4 – Compensation for Damages

- i. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 of integrity pact, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security and other actual damages due to consequential delay.

- ii. If the Principal has terminated the project according to Section 3 of integrity pact, or if the principal is entitled to terminate the project according to Section 3 of integrity pact, the principal shall be entitled to demand and recover from the bidder liquidated damages or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- i. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- ii. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders

- i. The Bidder undertakes(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- ii. The principal will enter into agreements with identical conditions as this one with all Bidder.
- iii. The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder

If the Principal obtains knowledge of conduct of a bidder or of an employee or a representative or an associate of a Bidder which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- i. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder as confidential. He reports to STPI.
- iii. The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the bidder. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.
- iv. The principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the bidder. The parties offer to the Monitor the option to participate in such meetings.
- v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-

binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- vi. The Monitor will submit a written report to STPI within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- vii. If the Monitor has reported to STPI substantiated suspicion of an offence under relevant IPC/PC Act, and STPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- viii. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

- i. Pact becomes effective on signing & submission with bid by bidder.
- ii. For the successful bidder, the Integrity Pact ends after 10 months from last payment made to the successful bidder.
- iii. For unsuccessful bidders, valid for six months after award of project.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by STPI.

Section 10 – Other provisions

- i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iii. If the bidder is a partnership, this agreement must be signed by all partner members and in case of a Company, by an authorized representative.
- iv. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- v. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail".

(For & On behalf of the Principal)

(For & On behalf of Bidder)

Name of HOD and Dept.

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Appendix–N: Instructions for Online Bid Submission

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-procurement tender site

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnITrustline/ SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The 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 that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
16. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
17. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown

- with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
 19. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
 20. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
 21. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
 22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
 23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
 24. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

For any other queries, the bidders are asked to contact on 24x7 CPP Portal Helpdesk on Toll Free No. 0120-4200462, 0120-4001002. Mobile No 91-8826246593 or Mail to: support-eproc@nic.in.

Appendix O : Tender Acceptance Letter

(To be submitted duly signed format (Scanned Copy) by the authorized signatory on Company Letter Head)

Date:.....

To,

The Director,
Software Technology Parks of India
No. 76 & 77, Cyber Park, 6th Floor,
Electronics City, Hosur Road, Bengaluru – 100

Sub: Acceptance in respect of Terms & Conditions of Tender document for Identification of PPP Partner for Migration and setting up the existing Semiconductor Measurement Analysis & Reliability Test (SMART) lab equipment along with operation & maintenance of the SMART Lab.

Ref. No. STPI-B/ADMIN/PSG/2024-25/01 Date:17.05.2024

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site <https://eprocure.gov.in>.
2. I/We hereby certify that I/we have read all the terms and conditions of tender document from Page No. _____ to _____ (including all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. 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.
6. I/ We confirm that our bid shall be valid upto 180 days from the date of opening of Bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.

Seal and Sign of Bidder

Name:

Address:

Appendix P : BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

The Director
STPI Bengaluru,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender reference No. STPI-B/ADMIN/PSG/2024-25/01 Date:17.05.2024. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

Appendix Q: CERTIFICATE OF CONFORMITY/ NO DEVIATION
{to be filled by the bidder}

To,
The Director
STPI Bengaluru,

This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms & Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work/services.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the execution of the scope of services as mentioned in the RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date:
Place:

Appendix R: BID SECURITY DECLARATION

{to be filled by the bidder On Bidders Letter head incase of MSME) }

Date: _____ Tender No **STPI-B/ADMIN/PSG/2024-25/01** Date: **17.05.2024**

To,

The Director
STPI Bengaluru,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Year as per GFR 151 (iii) from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)
