

RFP for Subscription of Mobile Application Security Scanner (i.e.zScan) SPST facility at STPI
Bengaluru



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

Tel: +91-80-6618 6000 - 6007 Fax: +91 - 80 - 2852 1161 email: blr.cog@stpi.in

Ref. No. STPIB/ADMIN/PSG/2021-22/03

04.11.2021

STPI Bengaluru invites e-procurement open Tender under Two Bid Systems (Technical Bid & Commercial Bid) for subscription of Mobile Application Security Scanner(i.e.zScan with minimum of 10 Target of Mobile application scan per year) for SPST (Software Product Security Testing) facility at STPI Bengaluru as per the Technical specifications and scope of works mentioned in this RFP:

Table 1:

Sl. No	Item Description	Address for Delivery
01	Subscription of Mobile Application Security Scanner(i.e.zScan with minimum of 10 Target of Mobile application scan per year) for SPST facility at STPI Bengaluru	Software Technology Parks of India Cyber park-6 th floor No. 76 & 77, 6 th Floor, Cyber Park, Electronics City, Hosur Road, Bengaluru - 560 100

Earnest Money Required : Nil (Bid Securing Declaration Form as per Annexure - H to be submitted)

CRITICAL DATES

Published on http://eprocure.gov.in	04.11.2021 at 0900 Hrs
Bid Document download/Sale Start Date	04.11.2021 at 0915 Hrs
Clarification Start Date	05.11.2021 at 1000 Hrs
Clarification End Date	11.11.2021 at 1700 Hrs
Pre-bid meeting	12.11.2021 at 1130 Hrs
Bid Submission Start Date	15.11.2021 at 1700 Hrs
Bid Submission End Date	25.11.2021 at 1430 Hrs
Technical Bid Opening Date	26.11.2021 at 1500 Hrs
Commercial bid opening Date & Time	Shall be intimated later

Note: -

- Pre-bid Conference will be held at STPI, No. 76 & 77, 6th Floor, Cyber Park, Electronics City, Hosur Road, Bengaluru - 560 100 on **12.11.2021 at 1130 Hrs.**
- All details, regarding the subject tender are available on the websites <https://bengaluru.stpi.in> and <http://eprocure.gov.in>. Any change / modification in the tender enquiry will be intimated through above websites only. Bidders are therefore, requested to visit the websites regularly to

- keep themselves updated.
- iii. Manual bids will not be accepted.
- iv. For submission of E-bid, bidders are required to get themselves registered with eprocure.gov.in website along with class II or III digital signature certificates issued by CCS under IT Act- 2000 & further amendments. The detailed procedure is available in the website under the tab 'Help for Contractors', 'Information about DSC', 'Bidders manual kit' etc.

Any queries relating to the process of online bid submission or queries relating to CPP Portal are available at <http://eprocure.gov.in>. Further, any clarifications, in general may be directed to the 24x7 CPP Portal Helpdesk on 0120-4001002, 0120-4001005 & 0120- 6277787 or you may send a mail to support-eproc@nic.in .

**Sd/-
Director,
STPI - Bengaluru**

INSTRUCTIONS TO BIDDER

Online bids are invited under two bid systems (Technical & Commercial) on behalf of Software Technology Parks of India Bengaluru for subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile application scan) for SPST facility at STPI Bengaluru with Product Support/Warranty for a minimum period of 1 year, as per the technical specification and scope of works detailed in this RFP. Tender forms can also be downloaded from the website www.blr.stpi.in & www.eprocure.gov.in/eprocure/app.

1.0 This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the STPI. It also provides information on online bid submission, opening, evaluation and contract award.

1.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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.

1.2.1 REGISTRATION:

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

1.2.2 PREPARATION OF BIDS

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

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

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/MtnlTrustline/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 if any 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. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
11. 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.

12. 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.
13. 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.
14. 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.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. 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.
17. 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.
18. 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
19. 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
20. 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.
21. 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.

22. 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.
23. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Any queries relating to the process of online bid submission or queries relating to CPP Portal are available at <http://eprocure.gov.in>. Further, any clarifications, in general may be directed to the 24x7 CPP Portal Helpdesk on 0120-4001002, 0120-4001005 & 0120-6277 787 or you may send a mail to support-eproc@nic.in.

This Tender consists of two parts i.e. **Part I (Technical) and Part II (Commercial)**.

1. Part I (Technical) shall contain the following:

Part Ia – General Terms and Conditions

Part Ib – Detailed Scope of Work

Part Ic – Technical Specification

Part Id – Annexures and checklist

- **Annexure -A (Bill of Material)**
- **Annexure -B (Technical Compliance)**
- **Annexure -C (Components & Products)**
- **Annexure -D (Check List)**

Part Ie –Annexure –E (Tender Acceptance Letter and Declaration).

Annexure –F (Declaration)

Annexure –G DECLARATION (For MSME firms only)

Annexure –H Bid Securing Declaration Form

Annexure –I (Non-Disclosure Agreement)

1.1. Technical Bid: The bidder should upload the scanned copy of all the following documents as part of the Technical Bid in the stipulated format.

- (a) Financial status: - The annual turnover of the bidder for the last three years viz., the audited financial statement for the last three years.
- (b) Documentary evidence of experience having successfully completed similar works during the last 3 years. (PO copies/ Completion Certificate).
- (c) Copy of certificate authorized by OEM / OEM certificate for Authorized Dealers Partnership certificate
- (d) Copy of the PAN Card
- (e) Copy of GST Registration certificate as applicable.
- (f) Copy of Registration / Incorporation of the firm/ company.
- (g) Documents evidence for having support center/ office at India.
- (h) Duly Filled and signed Technical Compliance Sheet as per **Annexure-‘B’** in part 1-d (“Tech-Compliance”)
- (i) Duly filled (and signed) details of proposed product as per **Annexure –‘C’** in part 1-d (Components and Products).
- (j) Duly filled and signed checklist as per **Annexure-‘D’** in part -1d
- (k) Duly filled and signed Tender acceptance Letter as per **Annexure-‘E’** in part -1e
- (l) Product Datasheets, Brochures of the proposed products etc.
- (m) Declaration as per **Annexure –F** in part 1-e
- (n) Declaration from the OEMs w.r.t product subscription as per RFP terms.
- (o) Declaration from MSME vendor for declaring their UAM number with CPP portal as per **Annexure – G** in Part -Ie
- (p) Bid Securing Declaration Form as per **Annexure -H** duly signed by authorized person.
- (q) Any other related documents.

2. Part II (Commercial): shall contain the following:

2.1 BOQ format (Commercial Bid).

- The price bid is as per the BOQ in XLS format, filled BOQ to be uploaded in the e-procurement portal. The Template is as per format in **Part II**
- The price offer will be considered only of those parties who submitted all documents indicated in check list of **Part I** of tender and are found competent on the basis of information submitted in **Part I**.
- Bidders are requested to submit their most competitive rates. It may please be noted that incomplete tenders will NOT be accepted.

3. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices. The declaration to be submitted as per format specified in Annexure -F

4. STPI-B reserves the right to cancel/withdraw the tender without assigning any reasons for such decision. STPI-B 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-B consequently.

5. Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.

6. Deadline for Submission of Bids

- a. Bids must be submitted online within the due date & time, specified in the tender.
- b. STPI-B may extend this deadline for submission of bids by amending the bid documents. This will be suitably notified in the website <https://bengaluru.stpi.in> and <http://www.eprocure.gov.in>.
- c. The date fixed for opening of bids, if subsequently declared as holiday by STPI, the revised date of schedule will be notified. However, in absence of such notification, the bids will be accepted & opened on next working day. The time and venue remaining unaltered.

7. STPI-B reserves the right to accept the offer in full or in parts or reject summarily.

8. **Comparison of Bids:** STPI-B will compare the bids, from the short listed bidders and may seek clarifications during the evaluation of the received Bids

9. The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification during the pre-bid meeting or through mail to blr.cog@stpi.in prior to pre-bid meet. The clarifications sought after the pre-bid meet will not be entertained.

10. The award of contract shall be hosted on website <https://bengaluru.stpi.in> and <http://eprocure.gov.in/eprocure/app> . The reason for non-selection shall be disclosed provided the bidder requests for the same in writing. The bidders may seek clarification by writing mail to blr.cog@stpi.in

- 11. To avail the benefits available to MSEs as contained in Public Procurement Policy of MSEs Order, 2012 issued by MSME, it is mandatory for MSME vendors to declare their UAM (Udyog Aadhar Memorandum) number on CPP portal, failing, which, such Bidders will not be able to enjoy the benefits as per Public Procurement Policy. A declaration to this effect to be submitted along with the Technical Bid as per Annexure -G, Part -Ie.**

PART-Ia

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. The tender should be submitted only through Online on <http://www.eprocure.gov.in>.
2. Quotations should be for the Subscription of Mobile Application Security Scanner(i.e.zScan with minimum of 10 Target of Mobile application scan per year) for SPST facility at STPI Bengaluru
3. **Bid validity:**
 - a. The tender submitted should be valid for 180 days from last date of opening of commercial bid.
 - b. STPI-B may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request. A bidder agreeing to the request for extension will not be permitted to modify his bid.
 - c. Bid evaluation will be based on the bid prices without taking into consideration of the above corrections.
4. Only net rates with break-up should be quoted for the period of the arrangement. Tenderers/bidders are advised to exercise greatest care in offering the rates
5. **Bid Security:**

As per the OM dated. 12.11.2020 issued by Ministry of Finance, Dept. of Expenditure Procurement Division, and the Tender is exempted for submission of EMD. However, bidders are requested to submit the Bid Securing Declaration Form as per **Annexure -H, Part - Ie**.
6. **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **The interpretation of the clauses by Director, STPI Bengaluru shall be final and binding on all parties.**
7. **Preference as per Public Procurement Policy:**

The Public Procurement Order (Preference to Make in India order dated. 04.06.2020, MeitY order dated. 07.09.2020 & Preference to MSE's order 2018 and further amendments from time to time) is applicable for this tender. The bidders willing to avail the benefits of public procurement policy under any of the above mentioned order shall submit the relevant documents to the Tender inviting Authority along with the Technical Bid wherever applicable.

8. AWARD OF CONTRACT

Award Criteria

- a. STPI-B shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid after fulfilling all the terms of RFP.
 - b. In case, any arithmetical/numeral/typo error is found in the commercial quoted by the bidder in the BoQ such as not quoting the GST price, Mismatch in the unit price or total price will not be entertained during the bidding. In such cases, the lowest price reflected in the BoQ column No. 9 shall be considered for evaluation.
 - c. In case of bidder who has quoted the lowest price has such error in BoQ as stated above in para (b) and does not provide consent for the lowest commercial quoted, will lead to rejection of commercial Bid of the bidder & further the bid will be treated as Disqualified Bid. The remaining eligible bids will be considered for evaluation and the bidder who has quoted the lowest price among them will be considered for placement of Order.
 - d. STPI-B reserves the right to award the contract partly or wholly to one or more bidders.
9. **Language of Bid & Correspondence:** The Bid will be submitted by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & STPI will be in English language only.

10. ELIGIBILITY CRITERIA

- a) The Bidder shall be either an Original Equipment Manufacturer (OEM) or an authorized certified partner/authorized agent of an OEM for proposed products i.e. Mobile Application security scanner (i.e.zScan). Documentary proof to be submitted
- b) The Bidder must have required capability to provide subscription to the Mobile Application security Scanner (i.e.zScan with minimum of 10 Target of Mobile application scan), test the functionality of the tools (i.e. Testing of demo mobile Application) and necessary service support subsequently. The Bidder must have supplied Mobile Application security Scanner to various organization. Documentary proof to be submitted
- c) The bidder must have sales/service center in India. Documentary proof to be submitted.
- d) Average annual turnover for the last 3 years ending 31st March should be at least Rs. 50.00 lakhs (i.e. 2017-18, 2018-19 & 2019-20). Audited Financial Statement and IT returns for the last three years to be submitted.

- e) Experience of having successfully completed similar works, i.e. Supply/Subscription of Mobile Application security Scanner (i.e.zScan or similar VAPT testing tools) during the last 3 years. The work should be on one of the following:-
- I. 1 similar completed work as supply, installations & Testing of similar products of not less than Rs. 4.00 lakhs
 - II. 2 similar completed works as supply, installations & Testing of similar products costing not less than Rs. 2.50 Lakhs
 - III. 3 similar completed works as supply, installations & Testing of similar products costing not less than Rs. 2.00 Lakhs

Definition of similar work: Supply of Supply/Subscription of Mobile Application security Scanner (i.e.zScan with minimum of 10 Target of Mobile application scan), other OEM Mobile Application Security scanners VAPT testing tools to any central / state Govt. offices/PSU/ private units.

Documentary evidence of experience having successfully completed similar works during the last 3 years. **(PO copies / Completion Certificate)**

Apart from the above, following documents to be submitted:

- a) Copy of the PAN Card, GST registration as applicable
- b) Copy of Registration / Incorporation of the firm/ company
- c) Duly Filled and signed Technical Compliance Sheet as per Annexure-‘B’ in part 1-d (“Tech-Compliance”)
- d) Duly filled (and signed) details of proposed product as per Annexure –‘C’ in part 1-d (Components and Products).
- e) Duly filled and signed checklist as per Annexure-‘D’ in part 1-d
- f) Duly filled and signed Tender acceptance Letter as per Annexure-‘E’ in part 1-e
- g) Product Datasheets, Brochures of the proposed products etc.
- h) Declaration as per Annexure -F in Part -Ie
- i) Bid Securing Declaration Form as per Annexure -H duly signed by authorized person
- j) Declaration from the OEMs of all the equipment(s) w.r.t product warranty, as per RFP terms.
- k) Declaration from MSME vendor for registration of UAM numbers with CPP portal as per Annexure – G in Part -Ie
- l) Any other related documents.

Documentary proof for the above shall be submitted. The scanned copy of the document should be uploaded at the time of online submission.

11. Disputes Clause

- In the event of any queries, dispute or difference arising out of the Tender or in connection there-with (except as to the matters, the decision to which is specifically provided under this Tender), the same shall be referred to arbitration of a sole arbitrator to be appointed by the Director, STPI Bengaluru.
- 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.

- The arbitral proceedings shall be conducted in English
- The venue of arbitration shall be in Bengaluru, India.

12. Evaluation of the Bids

The evaluation process of the RFP will be as per clause 12.1 & 12.2 of this RFP. The purpose of these clauses is only to provide the Bidders an idea of the evaluation process that STPI may adopt. However, STPI reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

A two-stage procedure will be adopted for evaluation of RFP proposals, pursuant to the technical qualification criterion (fulfilment of the Eligibility criteria along with the terms of the RFP) bidders will be short-listed for opening of the Commercial Bid.

Commercials Bids will be opened only of those Bidders who succeed in the technical qualification criteria. The commercial Bids of the disqualified Bidders will remain unopened.

12.1 Evaluation of Technical Bid (stage 1)

- STPI-B will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether any errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order. Bidders need to fulfil all the technical qualification conditions mentioned in Technical Qualification Criteria of the RFP.
- STPI-B will review the technical Bids of the Bidders to determine whether the technical Bids are substantially responsive as per section Ia,Ib,Ic,Id & Ie.
- The commercial bid (price bid) of the technically qualified bidders will be opened to carry out the commercial evaluation.
- In order to assist in the examination, evaluation and comparison of Bids, STPI-B may at its discretion ask the Bidder for clarifications regarding its Bid, if required. The clarification shall be given in writing immediately / within defined time.
- Bids that are not substantially responsive are liable to be disqualified.
- Conditional Bids are liable to be rejected.
- It is, however, clarified that, subject to other provisions of this Document, every Bidder will have to comply with the minimum Eligibility Criteria specifications laid

down in the RFP for being qualified technically. STPI-B's decision in this regard shall be binding.

12.2 Evaluation of Commercial Bid (stage 2)

The Commercial bids shall be opened by the Committee nominated by the competent authority in the presence of the bidders present at the office of STPI, 6th Floor, Cyber Park, Electronic City, Bengaluru. The date and time of opening of the commercial bids will be communicated to the qualified bidders after the technical evaluation is completed.

STPI-B shall award the contract to the eligible bidder based on the below terms

The commercial Bids of only those Bidders will be opened whose Technical Bids qualified in the technical evaluation.

- a. STPI-B shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid of BOQ (Which includes Base price and Taxes and duties levied by Central/State/ local Govt. such as GST & Labour/Installation Charges, Loading and unloading charges, transportation charges, if any etc.) after fulfilling all the terms of RFP.
 - b. In case, any arithmetical/numerical/typo error is found in the commercial quoted by the bidder in the BoQ such as not quoting the GST price, Mismatch in the unit price or total price will not be entertained during the bidding. The lowest price reflected in the BoQ column No. 9 shall be considered for evaluation.
 - c. In case of bidder who has quoted the lowest price has such error in BoQ as stated above in para (b) and does not provide consent for the lowest commercial quoted, will lead to rejection of commercial Bid of the bidder. Further the bid will be treated as Disqualified Bid. The remaining eligible bids will be considered for evaluation and the bidder who has quoted the lowest price among them will be considered for placement of Order.
 - d. STPI-B reserves the right to award the contract partly or wholly to one or more tenders.
- 13. Payment:** No advance payment will be made. 97% payment will be released after completion of supply, installation, testing, commissioning, acceptance, & submission of subscription/support certificate and 3% payment will be released after completion of warranty period plus 60 days or 100% payment will be released on submission of 3% Performance security of total order value (Subjected to acceptance of the product).
- 14. Performance Security: Performance Security:**
The successful bidder need to furnish 3% of total order value as Performance Security in the form of an Account payee Demand Draft or online payment to STPI Bengaluru A/c as mentioned below:

Beneficiaries Name	Software Technology Parks of India-Bengaluru
Address	No. 76 & 77, 6th Floor, Cyber park, Electronics City, Hosur Road, Bengaluru-560 100
Phone No	080 - 6618 6014 / 6024 / 6016
Fax No	080 - 2852 1161
Saving Account No	842610110002469
Centre	Bengaluru
Bank	Bank of India
Branch	Electronic City Branch
Bank Address	No:110-02, BMA-MDC Bldg, Doddathogur, Begur Hobli, Electronic city Phase - 1, Bengaluru - 560100.
IFSC No	BKID0008952
MICR Code	560013051
Bank Swift code	BKIDINBBBGL

- 15. Non-Disclosure Agreement (NDA):** The successful bidder has to enter into NDA agreement as per the Annexure - I. The NDA shall be submitted along with the acceptance of the Purchase Order.

16. Force Majeure:

Notwithstanding the provisions relating to time line fixed elsewhere in the Agreement, the Vendor/Parties shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligation under the Contract/Agreement is the result of an event of Force Majeure. The Force Majeure in the context of this Contract/Agreement, means an event beyond the control of the Vendor/Party and not involving the Vendor's/Party's fault or negligence and not foreseeable. Such events may include, interalia, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, earthquakes, explosions, strikes and other acts of God referred to as eventualities.

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under this Contract/Agreement shall be prevented or delayed by reasons of the eventualities then, notice of such happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract/agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable but not later than seven days after such eventuality has come to an end.

Part-Ib

Detailed Scope of Work for subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile application scan) for SPST facility at STPI-Bengaluru.

- a) Scope: The Bidder has to provide subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile application scan) for SPST facility at STPI Bengaluru. Accordance with the technical specifications as mentioned at Part I (c) (Technical Specifications), A-Specifications for Mobile Application Security scanner (i.e. zScan with minimum of 10 Target of Mobile Application scan).

Sl. No	Number of Mobile Application Security Scanner to procure	Specifications	Remarks
1	1 No zScan Tool with minimum of 10 Target of Mobile Application scan along with Technical Support for 1 Year	As per Part-Ic	

- b) Bidder has to take care of all the necessary subscription charges with regard to the subscription of Mobile Application Security Scanner (i.e. zScan with minimum of 10 Target of Mobile application scan).
- c) Any clarification required may be queried during the pre-bid meeting.
- d) No correspondences /clarification will be entertained after the pre-bid meeting.

2. Documentation: The bidder shall provide the following documents:

- ❖ Product manuals
- ❖ Subscription/Support related documents
- ❖ Installation Report

3. Subscription Period support: The Bidder/OEM has to provide Subscription Period Support, including Software support for minimum period of 1 Year from the date of successful installation of Mobile application security scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) and acceptance by STPI. This Subscription should be Comprehensive covering Software and Technical support.

- ❖ OEM has to authenticate above mentioned Subscription/warranty period and the certificate of the same should be produced.

4. Training: Successful bidder has to provide the training along with the training materials on the functionality of proposed product (i.e. zScan with minimum of 10 Target of Mobile Application scan) for a minimum of 5 members for a minimum duration of 3 day.

5. Delivery/Execution of order: The Supply of Mobile application security scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) should be completed by the Bidder within 4 weeks from the date of receipt of Purchase Order. In case of delay, penalty clause shall be applicable as per prevailing norms. (0.5 % of PO cost per week with maximum of 4 weeks delay). Delay beyond 4 weeks may lead to cancellation of PO

and disallowing of participation in future STPI tenders. In case the product/Equipment is not complying to the technical specification as per Annexure B, the product / Equipment shall be rejected and the necessary information will be circulated to the concerned authorities including NSIC authorities (in respect of the bidders registered with NSIC/MSME), disallowing participation of the bidder in future tenders of STPI.

6. Liquidity damages: Purchases/Contracts are subjected to Liquidity Damages. Deviation in any of the terms of the PO with due acceptance of STPI will not attract any liquidity damages. The liquidity damages as below are levied at the discretion of STPI Bengaluru if there is a delay in the delivery schedule defined in the Purchase Order:

- a) Upto one week from scheduled delivery terms - 0.5% of order value
- b) Every subsequent weeks - 0.5% of order value
- c) Maximum – 2% of order value for 4 weeks, beyond 4 weeks may lead to cancellation of PO.

Part-Ic

TECHNICAL SPECIFICATION

STPI-Bengaluru proposes to invite bids for Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) for SPST facility at STPI Bengaluru. The Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) proposed by the bidders shall meet all the specifications as mentioned in the table below:

(A) Specification for Mobile Application Security Scanner (i.e. zScan with minimum of 10 Target of Mobile Application Scan)

Sl. No	Specification
1	Mobile App Scanner should be from an MTD Vendor Zimperium and built ground up by the OEM
2	Mobile App Scanner should scan app and report findings from developer's point of view. App reports of end user's device app scan is not acceptable
3	Mobile App Scanner should have a dedicated management console to analyze app, review the findings in detail
4	Mobile App Scanner solution should provide option to upload App binaries for analysis
5	Mobile App Scanner should provide Privacy and Security Risks of the Application
6	Mobile App Scanner should provide OWASP Compliance Risks of the Application
7	Scanner solution should allow for customized policy configuration using which app should be scanned and also it should able to detect Malwares
8	Vulnerabilities and findings should be reported on console
9	Console should provide option to Accept Risk, Ignore Risk and mark a finding for retest
10	Console should provide detailed information about each finding and should provide recommendations to fix them wherever possible
11	Findings should list details such as Severity of the finding and Changing the severity should be customizable
12	ZScan Management console should provide Dashboard which shows the trend in change of findings between different scans
13	Scanner solution should be able to provide detailed PDF report of the app scan results
14	Scanner solution should be able to scan application across minimum following categories: <ul style="list-style-type: none"> ○ WebView ○ Vulnerability ○ PII Info Access ○ Media Access ○ Data Leakage from App

	<ul style="list-style-type: none"> ○ Compliance ○ Communications ○ Code Analysis ○ Cloud Services Access ○ Analytics
15	The scanner Tools (i.e. Mobile Application Security Scanner) should able to identify vulnerabilities in applications used with mobile platforms (iOS, Android and Windows 10 Mobile)
16	It should able to upgrade or update the latest releases (i.e. Patch/Update) if any available during the subscription/Support Period
17	It Should support minimum of 10 Target of Mobile application scan.
18	Subscription /Warranty Support for 1 Year

**Part-Id
Annexure 'A'**

Bill of Material w.r.t Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) at STPI-Bengaluru. The Bidder has to provide Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) to STPI-Bengaluru

Company Address: STPI Bengaluru Cyber Park, 6th Floor, Bengaluru - 560100.

Sl. No	Particulars	Qty	Remarks
1.	Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) at STPI-Bengaluru with 1 year necessary Technical and software support.	1	
	Taxes and levies to be separately quoted with detailed break-up.		

**Part-Id
Annexure 'B'**

Technical Compliance Sheet

Bidder has to complete the below Compliance Sheet mentioning complied or not complied against every specifications.

I. General Compliance

Sl. No	Description	COMPLIANCE (Complied/Not Complied)	Remarks
1	Acceptance of General Terms & Conditions as per RFP		
2	Comprehensive Subscription/warranty for 1 years from the date of acceptance by STPI		

II. Compliance sheet for Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan)

1. Technical Specification of Mobile Application Security Scanner(i.e.zScan with minimum of 10 Target of Mobile Application scan)

Sl. No	Specification / Requirement	COMPLIANCE (Complied/Not Complied)	Remarks
1	Mobile App Scanner should be from an MTD Vendor Zimperium and built ground up by the OEM		
2	Mobile App Scanner should scan app and report findings from developer's point of view. App reports of end user's device app scan is not acceptable		
3	Mobile App Scanner should have a dedicated management console to analyze app, review the findings in detail		

4	Mobile App Scanner solution should provide option to upload App binaries for analysis		
5	Mobile App Scanner should provide Privacy and Security Risks of the Application		
6	Mobile App Scanner should provide OWASP Compliance Risks of the Application		
7	Scanner solution should allow for customized policy configuration using which app should be scanned and also it should able to detect Malwares		
8	Vulnerabilities and findings should be reported on console		
9	Console should provide option to Accept Risk, Ignore Risk and mark a finding for retest		
10	Console should provide detailed information about each finding and should provide recommendations to fix them wherever possible		
11	Findings should list details such as Severity of the finding and Changing the severity should be customizable		
12	ZScan Management console should provide Dashboard which shows the trend in change of findings between different scans		
13	Scanner solution should be able to provide detailed PDF report of the app scan results		
14	Scanner solution should be able to scan application across minimum following categories: <ul style="list-style-type: none"> ○ WebView ○ Vulnerability ○ PII Info Access ○ Media Access ○ Data Leakage from App ○ Compliance ○ Communications ○ Code Analysis ○ Cloud Services Access ○ Analytics 		
15	The scanner Tools (i.e. Mobile Application Security Scanner) should able to identify vulnerabilities in applications used with mobile platforms (iOS, Android and Windows 10 Mobile)		
16	It should able to upgrade or update the latest releases (i.e. Patch/Update) if any available during the subscription/Support Period		
17	It Should support minimum of 10 Target of Mobile application scan.		
18	Subscription /Warranty Support for 1 Year		

(Signature of authorized signatory with seal & date)

**Part-Id
Annexure 'C'**

Components and Products

In Response to technical requirements kindly fill-up the details of Component & Products in the following format:

SL. No.	Product Proposed (Model No)	Details (Features/ Capabilities etc.)	Tech	Quantity	Brand name and Name of the OEM	List of brochures attached relevant to the proposed product

Note: Should be submitted along with Technical Bid.

(Signature of authorized signatory with seal & date)

RFP for Subscription of Mobile Application Security Scanner (i.e.zScan) SPST facility at STPI Bengaluru

BOQ format for reference only

Part II

Validate	Print	Help	m Wise BoQ						
Tender Inviting Authority: The Director, STPI Bengaluru									
Name of Work: Subscription of Mobile Application Security Scanner(i.e.zScan with minimum of 10 no's of Mobile application scan)									
Contract No: STPIB/ADMIN/PSG/2021-22/03 Dated: 04.11.2021									
Name of the Bidder/ Bidding Firm / Company :									
PRICE SCHEDULE									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST on total amount mentioned in col. No. 8	TOTAL AMOUNT Without Taxes col (8)=(6)x(4) Rs. P.	TOTAL AMOUNT With Taxes col 9=sum of (7) to (8) Rs. P.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10
1	zScan(Mobile Application Security Scanner)		1.00	Nos			0.00	0.00	INR Zero Only
1.01	Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan per year) at STPI-Bengaluru with 1 year necessary Technical and software support.	item1							
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							

Note: - Bidders are requested to take utmost care while filling the Commercial Bid on online mode.

- Bidders are allowed to fill the price in the column No. 6 to 7 only i.e. Basic Price & GST on Total amount.
- Bidders are requested to fill the Unit price in Column no 6 which will multiply with the quantity and the total price will reflect automatically in the Column No. 8. While filling the GST price in column No. 7, bidders are requested to calculate the GST amount on the Total price reflected in the column No. 8.
- It is bidder's responsibility to quote without any error / ambiguity. They shall ensure to fill all the desired field appropriately, else their bid may be rejected summarily.

RFP for Subscription of Mobile Application Security Scanner (i.e.zScan) SPST facility at STPI
Bengaluru

Part I (d)
Annexure – 'D'

Check List

Sl. No.	Description	Compliance
1	Bid Securing Declaration Form as per Annexure -H	Submitted / Not Submitted
2	Copy of OEM certificate / certificate authorized by OEM	Submitted / Not Submitted
3	Audited financial report of past 3 years	Submitted / Not Submitted
4	IT returns for past 3 years	Submitted / Not Submitted
5	Customer PO/ Completion Certificate for past 3 years	Submitted / Not Submitted
6	Copy of the PAN Card	Submitted / Not Submitted
7	Copy of GST certificate	Submitted / Not Submitted
8	Copy of Registration / Incorporation of the firm/company	Submitted / Not Submitted
9	Technical Compliance Sheet as per Part Id Annexure-B	Submitted / Not Submitted
10	Components & Products as per Part Id Annexure-C	Submitted / Not Submitted
11	Bid validity for 180 days after the date of commercial bid opening	Submitted / Not Submitted
12	Declaration as per format Part Ie Annexure F	Complied / Not Complied
13	Tender Acceptance letter as per Part Ie Annexure E	Submitted / Not Submitted
14	Support center details	Submitted / Not Submitted
15	Acceptance to warranty terms as per RFP	Submitted / Not Submitted
16	Declaration from the OEMs of all the equipment w.r.t product warranty,	Complied / Not Complied
17	Product datasheet / brochures	Submitted / Not Submitted
18	Uploaded BOQ (the price bid) as per format in XLS	Submitted / Not Submitted
19.	Declaration from MSME Vendors for declaration of UAM Numbers with CPP Portal (If applicable) as per Annexure - G	Submitted / Not Submitted

Signature of authorized signatory with seal & date)

Part 1-e
Annexure E
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 Subscription of Mobile Application Security Scanner (i.e.zScan with minimum of 10 Target of Mobile Application scan) for SPST facility at STPI Bengaluru

Ref: STPB/ADMIN/PSG/2021-22/03 Dated 04.11.2021

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 commercial 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:

Part Ie
Annexure – F

DECLARATION

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, 2018.

I hereby certify that the information furnished in the RFP Ref No. STPIB/ADMIN/PSG/2021-22/03 dated 04.11.2021 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 I/we will be liable to be blacklisted.

Seal and Sign of Bidder
Name & Address:

(Part -Ie)

Annexure - G

DECLARATION (For MSME firms only)

I hereby certify that, We M/s. has registered under MSME and declared our UAM number in the CPP (Central Public Procurement) Portal.

**Seal and Sign of Bidder
Name & Address:**

Part - Ie
Annexure - H
Bid Securing Declaration Form

Date:_____ Tender No. _____

To (insert complete name and address of the purchaser)

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)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint ventures that submits the Bid.

Part -Ie
Annexure -I

REF: - STPIB/Admin/PSG/2021-22/04

Date. 04.11.2021

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till year from the date of work order, and is made by and between **SOFTWARE TECHNOLOGY PARKS OF INDIA**, an Society under Dept. of Electronics and Information Technology, Ministry of Communications & Information Technology, Govt. of India herein referred to as '**DISCLOSING PARTY**' whose address is Cyber Park, 6th Floor, No. 76 & 77, KEONICS Electronic City, Hosur Road, Bengaluru - 560 100, India, and **M/s.**

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

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

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.
2. Confidentiality Obligations of Recipient. Recipient hereby agrees:
 - (a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.
 - (b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off

disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

- (c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its 'Affiliates'). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.
- 3. Exclusions. None of the following shall be considered to be 'Confidential Information':
 - (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
 - (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
 - (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.
- 4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement

(Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged Circumventure does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.
6. Miscellaneous Provisions:
 - (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
 - (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
 - (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
 - (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
 - (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Bengaluru.
 1. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.
 2. However failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996 and its all amendments.
 3. It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.
 4. The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.
 5. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
 6. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
 7. The venue of arbitration shall be Bengaluru.

- (f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of

Signed on behalf of

M/s Software Technology Parks of India

M/s.

Signature:

Signature:

Name:

Name:

Designation with seal:

Designation with seal:

Date:

Date: