

Reference No: STPI/HQ/PDC/09/2016-17/035/4

Date:12.02.2017

**RFP for Selection of Companies willing to setup
BPO/ITES Operations under**

India BPO Promotion Scheme (IBPS)



Invited by

**SOFTWARE TECHNOLOGY PARKS OF INDIA
Ministry of Electronics & Information Technology
(MeitY)
Government of India**

9th Floor, NDCC-II Building, Jai Singh Road (Opp. Jantar Mantar),

New Delhi-110 001

Contact: 011- 23438188,

Fax: 011-23438173 Email: ibps@stpi.in

URL: www.stpi.in (For reference only)

Mode of Tendering: e-Tender on URL <https://eprocure.gov.in/eprocure/app>
in Two-Bid System as follows:

- a) Technical Bid
- b) Financial Bid

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TERMS USED IN THE RFP

- **AMC** – Annual Maintenance Contract
- **Authorized Representative-** shall mean any person authorized by either of the parties.
- **BG-** Bank Guarantee
- **Bid** shall mean complete set of documents submitted by a Bidder against the tender for “India BPO Promotion Scheme”.
- **Bidder** means an entity/Company who has intention to participate in the tender invited by STPI.
- **BPO** – Business Process Outsourcing (*includes ITES*).
- **BSD** - Bid Security Deposit
- **CA** – Chartered Accountant
- **CCTV** – Closed Circuit Television
- **Contract**-is used synonymously with Master Service Agreement (MSA).
- **Corrupt Practice-** means the offering, giving, receiving or soliciting anything of value or influencing the action of an official in the process of Contract execution.
- **DCO** – Document Control Officer
- **Default Notice-** shall mean the written notice of Default of the MSA issued by one Party to the other in terms hereof.
- **DG** – Diesel Generator
- **EPABX-** Electronic Private Automatic Branch Exchange
- **Fraudulent Practice-** means misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after submission of a Bid) designed to establish Bid prices at artificial non-competitive levels and to deprive the STPI of the benefits of free and open competition.
- **GoI-** shall mean the Government of India.
- **IBPS** – India BPO Promotion Scheme
- **IMC-** IBPS Management Committee
- **IT/ITES** – Information Technology / Information Technology Enabled Services
- **IVRS** - Interactive Voice Response System

- **LAN** – Local Area Network
- **Law**- shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government concerned or any other Government or regulatory authority or political subdivision of government agency.
- **MSA**- Master Service Agreement is a joint agreement between STPI and selected bidder who has accepted the IPA.
- **MeitY**- Ministry of Electronics & Information Technology
- **NDA** - Non-Disclosure Agreement
- **NER** – North East Region
- **NEBPS** - North East BPO Promotion Scheme
- **O&M**- Operations and Maintenance. OPEX - Operational Expenditure
- **Party**- means STPI or Bidder, individually and “Parties” mean STPI and Bidder, collectively.
- **PBG** – Performance Bank Guarantee RFP - Request For Proposal Site- shall mean the location(s) from where the service shall be offered to the industry as per MSA.
- **STPI**- Software Technology Parks of India.
- **Successful Bidder** means the Bidder whose Bid is evaluated and get selected as per the RFP.
- **UPS** – Uninterrupted Power Supply
- **VGF** -Viability Gap Funding
- **Works** mean to execute the works specified under this RFP.
- **Year** shall be with reference to date of commencement of BPO operations, if year is not defined at said place in the RFP.

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> . Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enrol/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment

is free of cost. Bidders are advised to go through instructions provided at **Annexure-III regarding 'Instructions for online Bid Submission'**.

- 2) Bidder can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted. The successful bidder(s) would be required to submit original documents at the time of signing Master Service Agreement (MSA).

1. INTRODUCTION

1.1. The Ministry of Electronics & Information Technology (MeitY), Government of India has notified the “India BPO Promotion Scheme (IBPS)” under Digital India Programme, which provides financial support in the form of Viability Gap Funding to eligible Companies, with the following objectives:

- (i) Creation of employment opportunities for the youth, by promoting the IT/ITES Industry particularly by setting up the BPO/ITES operations.
- (ii) Promotion of investment in IT/ITES Sector in order to expand the base of IT Industry and secure balanced regional growth.

1.2. The details of the scheme along with administrative approval are available at www.meity.gov.in/ibps. Status and updates regarding IBPS are also available at <https://ibps.stpi.in/>

1.3. The Software Technology Parks of India (STPI), an autonomous society of MeitY has been designated as the Nodal Agency for implementation of the IBPS.

1.4. STPI invites online bids through Request For Proposal (RFP) from the eligible Companies, who are desirous of setting up BPO/ITES operations, under the IBPS.

2. SALIENT FEATURES OF IBPS

2.1. The IBPS aims to incentivize establishment of 48,300 seats in respect of BPO/ITES operations across the country (excluding Urban Agglomeration of certain cities and the States of North East Region viz. Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura as per **Appendix-J**), distributed among each State in proportion of State's population as in **Appendix-K**. IBPS provides the following financial supports in the form of Viability Gap Funding (VGF) to eligible Companies:

2.1.1. **Capital Support:** Up to 50% of one time expenditure incurred on admissible items (Appendix-E) subject to an upper ceiling of Rs. 1 Lakh/Seat.

2.1.2. **Special Incentives:** The following special incentives will be provided within the ceiling of total financial support i.e. Rs. 1 Lakh/seat:

- (i) **Incentive for diversity & inclusion:** Special incentive (% of eligible capital support) for Units providing employment to women and persons with disability will be provided as under:

Inclusion & Diversity	Special Incentive (% of eligible capital support)
50% women employment	5%
4% employment for persons with disability	2%

- (ii) **Incentive for providing employment beyond target:** Special incentive (% of eligible capital support) for units providing employment beyond employment target (1.5 times the number of seats) will be provided as under:

Employment generation	Special Incentive (% of eligible capital support)
2 X no. of seats	5%
2.5 X no. of seats	7.5%
3 X no. of seats	10%

- (iii) **Incentive for wider dispersal within State including rural areas:** Special Incentive (5% of eligible capital support) for units setting up BPO/ITES operations at locations other than the State capital.

- (iv) **Incentive for promoting local entrepreneur:** Special Incentive

(5% of eligible capital support) for units setting up BPO/ITES operations as a consortium with local entrepreneur (Domicile of the State/UT where BPO/ITES operations are being established).

(v) **Special Package for Hilly Region (Himachal Pradesh, Uttarakhand and Jammu & Kashmir):**

(a) Minimum 50 seats operations with average annual turnover of last 3 FYs as Rs. 1 Crore instead of minimum 100 seat operation with average annual turnover of last 3 FYs as Rs. 2 Crore. Refer Para 3 (iii) for the eligibility criteria on turnover.

(b) 5% Performance Bank Guarantee for these States instead of 100% Bank Guarantee. However, 5% Performance Bank Guarantee of total capital support have to be furnished in full at the time of request for release of first installment.

2.2. The quantum of capital support shall be determined through an open bid system, subject to overall ceiling referred above. Accordingly, bids are being invited from eligible companies through this Request For Proposal (RFP), to determine the lowest amount of Capital Support to be provided as Viability Gap Funding in respect of each State/UT.

2.3. A Company, seeking to avail financial support under this scheme, shall be under obligation not to claim the similar financial support under any other Scheme of the Central/State Government concerned. *(Salient features of certain State Government's BPO Policies are at Appendix-L, Please contact concerned State IT Department for further details/updates.)*

3. ELIGIBILITY CRITERIA

The bidder (any Indian company not restricted to BPO/ITES company) would be required to meet the following conditions:

- (i) The bidder must be registered in India under The Companies Act, 1956 or The Companies Act 2013 (as amended till date), as applicable.
- (ii) The bidder must be willing a setup a new BPO/ITES operations, with a minimum of 100 seats (minimum 50 seats in case of Hilly Region) at one location. However, the bidder would be at liberty to bid for a maximum 5000 seats including the seats already approved/allotted either (a) at one location (city/town) or (b) at multiple locations (cities/States) across the country under IBPS. Maximum seat per bidder in a State/UT will be as per Para 6.2(iii).
- (iii) The bidder should have achieved a minimum average annual turnover during last 3 financial years, as per total number of seats applied under IBPS, detailed as follows:

Number of seats/bidder across States/UTs [#]	Minimum Average Annual Turnover of last 3 FYs ^{**} (Rs. in Crore)
50 [Available in HP, J&K, and UK only]	1
100	2
Up to 500	5
Up to 1000	15
Up to 2000	40
Up to 5000	150

*

A bidder with higher turnover can always apply for minimum numbers of seats e.g., a bidder having average annual turnover during last 3 financial years as Rs.40 crore can apply for minimum 100 seats (minimum 50 seats in case of Hilly Region) and maximum 2,000 seats across States.

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The total number of seats permitted to a bidder based on its Average Annual turnover, which shall also include the number of seats already approved/allotted in the previous round(s) of bidding of IBPS. Bidder should only bid for remaining qualifying number of seats.

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In case bidder is not meeting the average turnover for last 3 years, turnover of **last one completed audited financial year** will be considered for eligibility to participate in respective seat category, subject to furnishing 100% Bank Guarantee, including for the Hilly Region.

OR

An Entity registered under Companies Act but not able to meet above financial criteria, can form a Consortium with an Indian Company which is able to fulfil above financial eligibility criteria and other conditions. The eligible Indian Company must have at least 26 % equity shareholder in the Consortium and commit to maintain minimum equity shareholding (26%) for at least three years from date of commencement of BPO/ITES operations. The eligible Indian company of the consortium will be considered as bidder and fulfil all the eligibility conditions including turnover criteria and positive net worth.

OR

An entrepreneur or a Society (registered under Societies Registration Act, 1860) can form a Consortium with an Indian Company which is able to fulfil above financial eligibility criteria and other conditions. The eligible Indian Company must have at least 26 % equity shareholder in the Consortium and shall commit to maintain minimum equity shareholding (26%) for at least three years from date of commencement of BPO/ITES operations. The eligible Indian Company able to meet above financial criteria shall be the lead member of the Consortium or the bidder. (Criteria of Turnover and positive net worth of the eligible Indian company will be considered.)

OR

An Entrepreneur or a Proprietary firm or an Entity registered under Companies Act but not able to meet above financial criteria or a Society (registered under Societies Registration Act, 1860) can form a Consortium with an Indian Company registered under Companies Act 1956/2013 fulfilling the above financial eligibility criteria together, subject to furnishing 100% Bank Guarantee. However, registered company under Companies Act 1956/2013 will be the prime bidder fulfilling all other terms & conditions. The registered Indian Company must have at least 26% equity shareholder in the Consortium and commit to maintain minimum equity shareholding (26%) for at least three years from date of commencement of BPO/ITES operations. **This criteria is limited to seat slab SS0 (50 Seats) and SS1 (100 Seats) only.**

Note: In case of consortium, the eligible company will be considered as the "bidder" (it means all policy criteria under IBPS shall be applicable with this company name). After winning the bid, successful bidder may form Special Purpose Vehicle (SPV) registered under Companies Act 2013 for the purpose inter-alia including implementation of India BPO Promotion Scheme. In such case, the successful bidder would pass Rights and Obligations coming out of bid to SPV. Accordingly, a legal undertaking must be furnished by the successful bidder to STPI regarding fulfilment of

all terms and conditions of Master Service Agreement (MSA) by SPV. However, successful bidder must have at least 26 % equity shareholder in the SPV registered under Companies Act 2013, and commit to maintain minimum equity shareholding (26%) for at least three years from date of commencement of BPO/ITES operations. The Article of Association (AoA) of the SPV should clearly define Rights and Obligations between shareholders of the SPV. In case such SPV is formed, another Master Service Agreement would be signed with SPV to fulfil the terms & conditions of the bidder including fulfilment of employment target, claiming capital support, special incentives etc.

In case of single bidder, SPV formation is not allowed.

- (iv) The bidder must commit to operate for a minimum period of 3 years.
- (v) Bidders who have existing units (not established under IBPS) are neither allowed to expand BPO/ITES operations at the same city/district nor shifting of operations of any kind. However, an established BPO/ITES Company at one city may establish it's operation at another city under the IBPS.
- (vi) The Bidders who have applied in previous rounds of IBPS are allowed to expand their setup (established or approved under IBPS) at the same location by participating in fresh round of bidding. The bidders needs to meet the financial turnover criteria for the overall number of seats. **Maximum seats to one bidder in a State can be up to one third of the total seats allotted in that State rounded off to nearest 100 and limited to 5000 seats across all States including the seats already approved/allotted.**

e.g., Punjab state has 1200 Seats and suppose a bidder has been allocated 200 seats in previous round of IBPS. Bidder can apply for 200 more seats in subsequent round(s) in the state provided total applied seats do not exceed 400 (i.e., one third of 1200).

Note: For meeting the employment target, bidder is **not allowed to share employees** among seats allocated in different rounds of IBPS bidding. Seats allocated in each round will have **different employment targets** (of that respective round), which should be **separately met**. Successful bidder will have to adhere to the implementation timelines (refer Appendix G) of the respective round as mentioned in RFP.

- (vii) The bidder must commit itself to employ at least 1.5 times the number of seats (**employment target**) for period of 3 years, for which the bid is submitted.
- (viii) The bidder must furnish an undertaking to take either appropriate premises

on lease for at least 3 years or produce the proof of ownership of the premises for setting up BPO/ITES operations at the location referred at (ii) above. [Minimum 4000 Sq. Ft. super area including utilities etc. for 100 seats i.e. @ 40 Sq Ft per seat].

- (ix) The bidder should have positive net worth in the last audited financial year statement, duly certified by a Chartered Accountant. If bidder is not able to fulfill positive net worth criteria, bidder may form a consortium with an Indian Company able to fulfill positive net worth in the last audited FY statement and other criteria(s) to be eligible.
- (x) The bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies. Self-Declaration should be given by authorized signatory.

4. ISSUE OF RFP DOCUMENT

This RFP document is available at www.meity.gov.in/ibps, <http://eprocure.gov.in/eprocure/app> and www.stpi.in. The bidders would be required to submit their bids, along with the tender fee of Rs. 5000/- (Five thousand only), Bidders can submit the tender fee online., Copy of the proof of online transfer of tender fee should be uploaded along with Technical Bid. The Account details for making online transfer are provided below:

Details for RTGS / NEFT to Canara Bank

Name of Account Holder	Software Technology Parks of India
Account No.	1098101101244
Bank	Canara Bank
IFSC Code	CNRB0001098
Address	Parliament Street, New Delhi - 110001
Location / Station	New Delhi

5. IMPORTANT DATES

Date of publication, sale of RFP document/Download	12/02/2017 10:00 AM
Last date for submission of written queries for clarifications	17/02/2017 e-mail : ibps@stpi.in
Pre-bid meeting	Date : 22/02/2017 11:00 AM Place: STPI HQs. 9 th Floor, NDCC – II Building, Jai Singh Road, New Delhi – 110001.
Bid Submission Start Date	07/03/2017 10:00 AM
Bid Submission End Date	15/03/2017 05:00 PM
Online Payment (Tender Fee & EMD/BSD) Submission End Date	15/03/2017 05:00 PM
Bid Opening Date	17/03/2017 11:00 AM or any other subsequent date/time

6. BIDDING PROCESS

6.1. Language of the Bid

The bid must be submitted online at CPP eProcurement Portal (<https://eprocure.gov.in/eprocure/app>) using English Language and international numerals. In the event of the enclosed documents being in a language other than English, the same should be got translated in English/International numerals, and duly certified by the Authorized Signatory of the Bidder.

6.2. Submission Of Bids

- (i) The Bidders interested in setting BPO/ITES Operations would be required to submit its bid online in Two-Bid Format, viz. Technical and Financial Bids along with Bid Security [Bid Security would be Rs. 5,000 per seat].
- (ii) The Bidder need to submit bid in one of the following seat-slab in a State:

Seats Slab (SS) in a State	Number of Seats in a Slab
SS0	50 [Available in HP, J&K, and UK only]
SS1	100
SS2	101-200
SS3	201-400
SS4	401-500
SS5	501-1000

Note: There is no Seats Slab for 51 to 99 seats as Seats Slab for 50 seats has been done as a special case for hilly region (HP, J&K and UK only).

- (iii) Based on the above Seat-slab, the eligible seat-slab among each State and maximum number of seats per bidder in a State is as under:

State/UTs	Total Seats in State/UT	Already Allocated Seats in a State/UT	*Remaining Available Seats in a State/UT	Max. seats per bidder for each State/UT	Eligible Seats Slabs available for bidding
Goa, Andaman & Nicobar, Chandigarh, Dadra & Nagar Haveli, Daman & Diu,	100 each	100 (Chandigarh), 100(Puducherry)	100 each	100	SS1

State/UTs	Total Seats in State/UT	Already Allocated Seats in a State/UT	*Remaining Available Seats in a State/UT	Max. seats per bidder for each State/UT	Eligible Seats Slabs available for bidding
Lakshadweep, Puducherry					
Himachal Pradesh	300	250	50	100	SS0, SS1
Uttarakhand	400	100	300	200	SS0, SS1, SS2
Jammu & Kashmir	600	350	250		
Haryana	1000	300	700	400	SS1, SS2, SS3
Chhattisgarh	1100	500	600		
Telangana	1200	200	1000		
Punjab	1200	100	1100		
Jharkhand	1500	0	1500	500	SS1, SS2, SS3, SS4
Kerala	1500	200	1300		
Odisha	1900	750	1150		
Andhra Pradesh	2200	2350**	500**	800	SS1, SS2, SS3, SS4, SS5
Karnataka	2300	300	2000		
Gujarat	2700	500	2200		
Tamil Nadu	2800	1900	900	1000	SS1, SS2, SS3, SS4, SS5
Rajasthan	3000	100	2900		
Madhya Pradesh	3200	100	3100		
West Bengal	3400	100	3300		
Maharashtra	3900	1860	2040		
Bihar	4600	1910	2690		
UP	8800	2830	5970		

* After third round of bidding, around 14900 seats have been allocated and around 33400 seats in total are available across the States/UTs mentioned above. These numbers are tentative and may vary based on final allotment of seats to successful bidders of previous rounds.

**As per Administrative Approval of IBPS, after fixed time window is over, non-utilized seats may be re-distributed among States which have utilized their allocated seats and there is further demand. Accordingly, increase in the number of seats by 25% (rounding off to next 100) for each State/UT is allowed subject to overall availability of seats under the scheme.

- (iv) The bidder can make bid for a single State/UT or Multiple States/UT, subject to fulfilling turnover criteria and other terms and conditions.
- (v) In a State/UT, bidder will give single bid in single Seat-Slab only. However, bidder may choose to setup BPO/ITES operations at a particular location or multiple locations within the State (minimum 100 seats at one location)

e.g. in Kerala State if a bidder applies in SS4 seat-slab then bidder will be at liberty to setup BPO/ITES operation of 500 seats at one location or multiple locations with minimum 100 seats at one location within the State.

- (vi) The documents should be signed and stamped by an authorized signatory (possessing power of attorney) on each page before being scanned and uploaded. Full name and designation of the authorized signatory should be clearly mentioned.

6.3. Correspondence and document submission

All correspondence, if any, should be made at the following address

**Chief Administrative Officer
Software Technology Parks of India (STPI),
9th Floor, NDCC-II Building,
Jai Singh Road (Opp. Jantar Mantar),
New Delhi-110 001
e-mail : ibps@stpi.in
Phone : 011-23438188
Fax : 011-23438173**

Note: Please mention the following things on the envelope:

1. Kind attention: IBPS Documents
2. Name, Phone no., Company Name and address details of the bidding company

6.4. Validity of the bids

The Bid should be valid for a minimum period of 180 days from the Bid Submission End Date.

6.5. Documents and information to be submitted along with the bids

I. TECHNICAL BID

The following documents should be part of the Technical Bid:

- (a) Scanned copy of Tender Acceptance Letter (Appendix A)
- (b) Proof of tender fee and BSD/EMD along with UTR number (separate slips).
- (c) Scanned copy of Appendix B along with all supporting documents

(d) Scanned copy of Appendix C along with supporting documents if any

II. FINANCIAL BID

(a) BOQ_XXXX.xls

The bidders may participate for setting up BPO/ITES operations with a minimum of 100 seats (50 seats in case of HP, J&K and UK only) capacity at one location (City/Town) or maximum of 5000 seats across the country. To submit Financial bid, bidder needs to download **BOQ_XXXX.xls** provided as a part of tender documents, fill respective cells and upload the file to portal without changing the name or format. It's advised to go through the detail instructions for online bid submission given at **Annexure - N** in this RFP. The Bidders may please note that there would be a uniform amount of Capital Support for a given Seat-slab in a State, determined through this bidding process. Therefore, the Bidder is advised to quote single bid in one seat-slab only in a State/UT. However, the Bidder is at liberty to quote different amount of the Capital Support for other State(s)/UT.

6.6. Bid Security DEPOSIT

- (i) The Bidder should submit the Bid Security Deposit (BSD), @ Rs. 5000 per seat, e.g. BSD will amount to Rs. 5 lakhs for 100 seats [(Rs 5000 X 100)]. There will be no exemption from submitting BSD.
- (ii) BSD can be submitted by making online transfer. Copy of the proof of online transfer of BSD should be uploaded along with Technical Bid. The Account details for making online transfer are provided below:

Details of RTGS / NEFT of Canara Bank

Name of Account Holder	Software Technology Parks of India
Account No.	1098101101244
Bank	Canara Bank
IFSC Code	CNRB0001098
Address	Parliament Street, New Delhi - 110001
Location / Station	New Delhi

Bids without the BSD will be summarily rejected. The Bid Security shall be

refunded without interest to the Successful Bidder on submission of **Bank Guarantee, equivalent to approved amount of first installment for Capital Support**. The Bid Security shall be forfeited in case of non-acceptance of IPA. The Bid Security will be refunded to the unsuccessful bidders without any interest within 4 weeks after issue of IPA to the Successful Bidders.

6.7. Clarifications regarding RFP document

- (i) Should a prospective Bidder need any clarification on any specific aspect of this RFP Document, the same may be forwarded to the Chief Administrative Officer, STPI, New Delhi by post, facsimile or email, on or before the last date for submission of written queries for clarifications in the following format:

Sl. No	Clause No	Details of query(ies)	Suggestions, if any

- (ii) STPI may, for any reason, carry out amendment(s) in the RFP document, which shall be hosted on all the aforesaid websites.

6.8. Pre-bid Meeting

The pre-bid meeting will be convened at New Delhi as indicated at Clause 5. This meeting may be attended by the authorized representatives of the Prospective Bidders.

7. EVALUATION OF BIDS

- (i) The bids received by the Bid Submission End Date shall be opened online by a duly Constituted Committee. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening status online at their remote end.
- (ii) Consequently, a duly constituted Technical Evaluation Committee will proceed to evaluate the technical bids. Based on this evaluation, technically qualified bidders would be invited to the opening of Financial Bids on a subsequent date & time. The technically qualified bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening status online at their remote end. The Financial Bids will be opened online by a duly constituted Committee.
- (iii) The bidder is expected to examine all instructions, formats, terms & conditions, and scope of work in the bid document. Failure to furnish complete information or false information/ documents which is not substantially responsive to the bid document in all respect shall result in rejection of bid.
- (iv) In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI shall be final.
- (v) It needs to be noted that the bids would be rejected on one of the following grounds:
 - If any of the eligibility criteria is not met.
 - Tender fee not submitted.
 - Bid Security not submitted.
 - If tender terms and condition are not met.
 - If the Bidder gives wrong information in the Bid.
 - Canvassing in any form in connection with the Bids.
 - Conditional bids.
 - Incomplete bid in any form.
 - Bids submitted after due date and time shall be summarily rejected.
 - Bids submitted by Telex/Telegram/Fax/e-mail shall be rejected.
 - Erasure and/or over writing is/are NOT permissible.
 - Bids not signed by authorized signatory.
 - Submission of bid in multiple seat-slab in a State.
 - Bid submitted in seat-slab SS0 (50 seats) for non Hilly Regions.

- If the bid is submitted for more than the cap/bidder for a State or across the country.
 - If the bid is submitted for the cities/ their urban agglomeration areas, as per Census 2011 and States mentioned in Appendix-J.
 - If the bid is found to in violation of any clause of this RFP or any relevant rules & regulations.
- (vi) The financial bids of the eligible bidders shall be evaluated as per the following approach:
- The bids under IBPS will be evaluated State-wise (separately for each State) in a Round Robin manner as per Seat Slabs.
 - The lowest bidder (L1) for all Seat Slabs in a State will be determined, and bidder claiming the lowest among all Seat Slab will be declared successful first.
 - Subsequently, the lowest bidder in ascending order from the other Seat Slab in a State will be declared successful in a Round Robin manner.
- e.g.

Seat-Slab	Bid amount in ascending order			Winner (L1)
SS1(100 seats)	S11 (Rs. 80K)	S12 (Rs. 82K)	S13 (Rs. 84K)	S11 (Rs. 80K)
SS2(200 seats)	S21 (Rs. 75K)	S22 (Rs. 78K)	S23 (Rs. 80K)	S21 (Rs. 75K)
SS3(300 seats)	S31 (Rs. 70K)	S32 (Rs. 72K)	S33 (Rs. 74K)	S31 (Rs. 70K)

(Order of winning: S31, S21, S11 even if S22 < S11)

If two or more bidders in a Seat Slab (L1 & L2 or L2 & L3 and so on) bid the same amount, then bidder quoting lesser number of seats will be considered first for ensuring wider dispersal. In case numbers of seats are also same for two or more bidders in a Seat Slab, then the bidder with higher net worth will be considered first.

- After completion of one round across Seat Slabs, the second lowest bidder(s) and other bidders of each Seat Slab in the same sequence as determined in first round would be asked to match the lowest bid for capital support and on its acceptance such bids would be treated as successful bids, subject to availability of seats.
- In case, there are less than three bids in a State/UT, then these bidders may be offered to match L1 of the State/UT having nearest lower match in terms of number of seats, seat slabs.

(vii) **Issue Of In-Principle Approval (IPA)/Signing Of Master Service Agreement (MSA)**

- STPI shall convey IPA to the Successful bidders.
 - The Successful Bidder would be required to furnish its acceptance of the IPA and sign the MSA [**separately for each of the location (city/town)**] with STPI, within a period of 2 weeks from the date of issue of the IPA.
- (viii) In the event of non-utilization of the projected seats or failure of bidding process for whatever reasons in the current round of bidding or for any other bonafide reasons, STPI would be at liberty to go for fresh round of bidding.

8. TERMS & CONDITIONS

Terms & Conditions relating to commencement of BPO Operations, Disbursement of Financial Support and Procedure Thereof are as follows:

- (i) The Successful bidder (BPO Unit) shall be under obligation to commence its BPO/ITES operations within 6 months, from the date of issue of In-Principle Approval (IPA) referred above. If the BPO Unit is not able to commence its BPO/ITES operations within the 6 months from issuance of IPA, it can request for an extension of not more than 3 months with penalty of 2% per month (for each completed month) of eligible capital support (on pro-rata basis for both installments) after expiry of 6 months duration. Within the extended period, the unit must commence its operation. Failure to do so shall automatically result in cancellation/termination of IPA/Agreement and Bid Security Deposit (BSD)/Earnest Money Deposit (EMD) will be forfeited.
- (ii) Soon after the commencement of BPO/ITES Operations, the BPO Unit shall report the fact of commencement of its operations to STPI within a period of two weeks. BPO Unit has to request for release of capital support as per the agreed amount within 6 months from commencement of operation. This capital support shall be released in 2 installments, subject to fulfillment of all formalities and compliance with various conditions laid down in this scheme and submission of following documents:
 - (a) AADHAAR number of all the regular employees recruited/joined the unit after the issuance of In Principle Approval (IPA).
 - (b) Provident fund account number for the regular employees recruited/joined the unit after the issuance of In Principle Approval (IPA).
 - (c) Proof of Employee State Insurance (ESI) contribution for the regular employees eligible under this scheme and recruited/joined the unit after the issuance of IPA.

OR

 - (d) Proof of State Professional Tax, as applicable.
 - (e) Certificate of disability issued by a medical authority (Notified by State Govt), if applicable.
 - (f) Any other relevant documents.

Please Note: For consideration in employment target technical and management staff should be at least 85% of total employees while support staff can be up to 15% of total employment provided.
- (iii) **Disbursement of Capital Support:** The approved capital support will be

disbursed in two installments as under:

The first installment shall be up to 50% of the total capital support, to be calculated on pro-rata basis, subject to at least 50% of employment target from commencement of operation and further subject to verification of required proofs/documents and site inspection by STPI. This installment shall be claimed anytime after three months from commencement of operation but not later than six months from commencement of operation.

The Second installment will be calculated on pro-rata basis, subject to meeting at least 50% of employment target from commencement of operation and further subject to verification of required proofs/documents and site inspection by STPI. This installment shall be claimed anytime after the expiry of three months period (but not later than six months) from the date of claim of first installment.

- (iv) **Procedure to calculate employment target for disbursement of capital support:** Average monthly employment for the duration from commencement of operation till the time of request for release of capital support will be considered to calculate the eligible capital support for each installment.

e.g. If the unit wins the bid for 100 seats BPO/ITES operation @ Rs. 80,000/seat then the disbursement of capital support in different scenarios will be as under:

S. No.	Achieved average monthly Employment Target (E.T.) at the time of claiming 1 st installment from commencement of operation	Disbursed amount of capital support in 1 st installment (Max. Rs. 40 Lakh)	Achieved average monthly Employment Target (E.T.) at the time of claiming 2 nd installment from commencement of operation	Disbursed amount of capital support in 2 nd installment (remarks) [(X% of E.T. * Total capital support) – disbursed amount in 1 st installment]
I	90% (135 persons against E.T. of 150)	Rs. 36 Lakh	70% (105 persons against E.T. of 150)	Rs. 20Lakh [Rs. 28Lakh – Rs. 8 Lakh] (Rs. 8 Lakh is deducted against 1 st installment due to

				shortfall in E.T.)
II	90% (135 persons against E.T. of 150)	Rs. 36 Lakh	90% (135 persons against E.T. of 150)	Rs. 36 Lakh (same as 1 st installment by maintaining the E.T.)
III	60% (90 persons against E.T. of 150)	Rs. 24 Lakh	90% (135 persons against E.T. of 150)	Rs. 48Lakh [Rs. 36 lakh +Rs. 12 Lakh](Rs. 12Lakh is provided against 1 st installment because of increase in employment generation)
IV	90% (135 persons against E.T. of 150)	Rs. 36 Lakh	100% (150 persons against E.T. of 150)	Rs. 44 Lakh [Rs. 40 Lakh + Rs. 4 Lakh] (Rs. 4Lakh is provided against 1 st installment hence unit is able to get full capital support on achieving the 100% E.T.)

(v) **Disbursement of Special Incentives:** These special incentives (a), (b) and (d) are to be provided after 1 year from commencement of operation without Bank Guarantee on production of documentary proofs of employment as per Para 8(ii) above subject to fulfillment of following conditions:

- (a) **Incentive for diversity & inclusion:** This incentive will be provided subject to fulfillment of at least 50% of employment target.
- (b) **Incentive for providing employment beyond target:** This incentive will be provided to the units providing employment beyond employment target i.e. 1.5 times the number of seats as stated above.
- (c) **Incentive for wider dispersal within State including rural areas:** This incentive may be disbursed with the first installment of capital support.
- (d) **Incentive for promoting local entrepreneur:** As per para 2.3(iv).

(vi) The BPO Unit would be required to furnish a Bank Guarantee of 100% of the total approved capital support amount against each installment of capital support (5% Performance bank Guarantee of total capital support for Hilly Region Viz. Himachal Pradesh, Jammu & Kashmir and Uttarakhand) at the time of claiming first installment of capital support from a Nationalized Bank,

valid for a period of 2 years (excluding period of claim).

(vii) No support towards Operational Expenditure (OPEX) would be provided to the BPO Unit.

(viii) **Change of location after signing the Agreement:** The successful bidder may request for change of location after signing the agreement with STPI for consideration of IBPS Management Committee (IMC) with adequate justification. It should be noted that the change of location would be limited to non-Capital to non-Capital location or Capital to non-Capital location within the State. However, after the disbursement of capital support the change of location would not be permissible up to 1 year from date of last disbursement.

(ix) STPI Head Quarters shall timely recommend to the MeitY, the release of BPO Unit wise financial Support, in respect of each installment, after completion of verification and other formalities, which shall be arranged to be released by IP: Software and ITS Division, MeitY, after securing the approval of the Competent Authority.

(x) **PROJECT TIMELINES**

The estimated timeline shall be as **Appendix-G**. The start date of the project shall be from the date of issue of IPA. No extension in the schedule whatsoever shall be requested by the selected bidder except relaxation under para 8(i) above.

(xi) **Delay and non-conformance**

The Successful Bidders (BPO Unit) shall be under obligation to commence its BPO operations within 6 months, from the date of issue of In-Principle Approval (IPA) except relaxation under para 8(i) above. Failure to do so shall automatically result in forfeiture of the Bid Security and cancellation/termination of IPA/Agreement.

(xii) **Liquidated damages (penalty)**

If the successful Bidder fails to meet the Employment Target i.e. average employment of the last **two** years (Based on which the capital support were released), STPI may invoke the Financial/Performance Bank Guarantee as per the performance and exit management criteria.

(xiii) **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 conditions, beyond the Successful Bidder's control, subject to what is stated in the following sub paragraphs and the procedures detailed there is 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 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 15 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the Bidder informs the 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 the responsible authorities.

That the successful bidder proves that the said conditions have actually interfered with the performance of the Contract.

(xiv) **ARBITRATION**

All disputes, differences, claims and demands arising under this contract shall be referred to the arbitration of a Sole Arbitrator to be appointed by the Director General, STPI.

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.

(xv) **Jurisdiction**

The Courts at New Delhi shall have the jurisdiction in case of litigation between the parties.

(xvi) **THIRD PARTY CLAIMS**

The bidder (the "Indemnifying Party") undertakes to indemnify MeitY/ STPI (the "Indemnified Party") from all losses, claims for damages on account of

bodily injury, death and damage to real property, tangible/ intangible personal property.

(xvii) **LIMITATIONS OF LIABILITY**

Notwithstanding any other term contained in this Agreement, the total cumulative liability of each party under the terms of this Agreement shall not exceed the total fees actually received by SUCCESSFUL BIDDER from the STPI for the services Service that gives rise to such liability during the twelve month period immediately preceding such claim and in no event shall each party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of this Agreement, even if that party was advised about the possibility of the same.

SUCCESSFUL BIDDER shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by STPI or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that SUCCESSFUL BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of STPI, SUCCESSFUL BIDDER shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which SUCCESSFUL BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of STPI.

(xviii) **NON WAIVER**

Waiver of any breach of the provision of, or any default under the contract must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising or any omission to exercise any right or remedy accusing to either Party under the contract shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

9. GENERAL TERMS AND CONDITIONS

9.1. Responsibility Matrix

Sl. No	Activity	STPI	Successful Bidder
1.	Procurement and installation of Capital Equipment (Hardware, Software etc) that are required for setting up of BPO operations.		√
2.	Recruitment of manpower and Training		√
3.	Confirmation of commencement of BPO/ITES Operations	√	√
4.	Operations and Maintenance of BPO for the entire agreement period.		√
5.	Payment towards capital support (1 st & 2 nd Installments) and special incentives subject to fulfillment of all conditions by the successful bidder	√	
6.	Absorb all the risks and costs associated with O & M, Marketing, Sales and Providing Service to the customer for the entire agreement period.		√
7.	Performance Review	√	

9.2. Successful Bidder's Employees (Implementation and Operations Team)

The successful bidder at his own expenses, shall deploy skilled and experienced professionals in the area of BPO operations etc both during implementation and operations of the BPO. Such skilled resources are necessary for the proper and timely execution and maintenance of BPO/ITES operations. The overall project works shall be monitored by the experienced project manager designated by the successful bidder.

The successful bidder is expected to arrange adequate resources, as necessary for the implementation of the BPO/ITES operations, in a time bound manner.

In the event of the STPI being of the opinion that the successful bidder has not employed sufficient number of staff and workmen as is necessary for the timely implementation of the BPO/ITES operations, the successful bidder shall forthwith, on receiving intimation to this effect, take additional manpower specified by STPI within 3 days for timely completion of works.

9.3. Statutory and other obligations regarding workmen

The successful bidder shall comply with all Government Regulations, Enactments, etc pertaining to workmen, labor and MeitY/ STPI shall be indemnified of any effects/impact.

9.4. Safety Regulations

The successful bidder shall be responsible to take all precautions to ensure the safety of the public whether on public or Client's Property.

The successful bidder shall comply with all kinds of safety measures in regard to men and material deployed for the project.

9.5. Schedule of Quantities and Commercial Offer

The successful bidder shall neither be entitled for any revision of the capital support amount owing to increase in the total capital cost as per actual requirement nor be entitled to any loss of consequential profits or for any other damages arising thereof.

9.6. Confirmation of commencement of BPO/ITES operations

- Successful bidder must demonstrate BPO operations to STPI.
- Successful bidder should provide necessary documents regarding recruitment of the manpower for BPO operations.
- Demonstration of BPO operations, Client list, Client Purchase/Work Orders, Agreement, Business Plan etc.

9.7. Use of STPI Premises

The successful bidders may avail the built up space available at STPI Centers in respective location and shall be required to pay for such usage to STPI as per lease agreement that may be entered into for this purpose.

9.8. Operations and Maintenance

- It is the responsibility of the successful bidder to operate and maintain BPO/ITES operations for the entire agreement period and shall bear all the recurring expenditure (Building rentals, Electricity, AMC of the support equipment, Operating staff salaries, marketing expenses, Incidental expenses etc) for running this project.
- It is the responsibility of the successful bidder to ensure AMC for the support equipment from time to time to keep the BPO/ITES operations equipment in working condition during the contract period and shall bear this expenditure.
- No support towards Operational Expenditure (OPEX) would be provided to the selected companies for running the BPO/ITES operations.
- Shall comply with all the labour laws of the concerned state with regard to employment.

9.9. TAXES AND DUTIES

The bidder is liable to pay all applicable, both existing and future taxes and duties etc. to the concerned Agencies.

9.10. AGREEMENT PERIOD

The Agreement shall be effective from the date of signing MSA and shall remain valid till the expiry of a period of 3 (three) years from the date of commencement of BPO/ITES Operations.

9.11. Termination of Agreement

STPI reserves the right to invoke Financial/Performance Bank Guarantee under any of the following circumstances:

(a) Termination for default

STPI, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the BPO unit, may terminate the Agreement in whole or in part:

If the BPO unit fails to deliver any or all of the good/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 BPO Unit.

Or

If the BPO Unit fails to perform any other obligation(s) under the Agreement.

Or

If the BPO Unit, in the judgment of STPI has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

(b) 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.

(c) Events of Default by the successful bidder

The successful bidder 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.

The SUCCESSFUL BIDDER has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the RFP and this Agreement.

There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.

The Successful Bidder has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, STPI shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions and providing a notice of Ninety (90) days to enable such defaulting party to remedy the default committed.

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 the Agency, 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.

9.12. Rights of Cancellation of Bidding

On the advice of IMC, STPI may cancel/postpone the bidding at any stage without assigning any reason.

9.13. Interpretation of clauses of 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-General, STPI shall be final and binding on all parties.**

9.14. Confidentiality

The bidder shall sign a Non-Disclosure Agreement (NDA) with the STPI. The successful bidder, its antecedents and the sub- Agency shall be bound by the NDA.

STPI reserves the right to adopt legal proceedings, civil or criminal, against the Document Control Officer (DCO) in relation to a dispute arising out of breach of obligation by the DCO under this clause.

The bidder shall not disclose any confidential information to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligation of confidentiality under this section shall be for a period of two years after the completion/termination of the contract.

9.15. Performance and Exit Management

- (i) Upon completion of the agreement period or upon termination of the agreement for any reasons, the Successful bidder shall comply with the following:
 - (a) In the event of the BPO Unit not being able to claim Capital Support within 6 months from the date of commencement of its operations, the BPO Unit will not be eligible for any support whatsoever and the IPA/Agreement shall be deemed to have been cancelled/ terminated except extension of 3 months as per Para 8(i) above.

- (b) In the event of the BPO Unit not being able to achieve minimum employment target of 50%, within 6 months from the date of commencement of its operations, the Unit shall not be eligible for any support whatsoever and the IPA/Agreement shall be deemed to have been cancelled/ terminated.
- (c) The BPO Unit will be obligated to furnish quarterly performance report, inter-alia, indicating the average monthly employment in the Unit. At the stage of release of Bank Guarantee, average employment of last two years will be calculated. In the event of the BPO Unit not meeting the employment target (based on which the capital support was released), the STPI would be at liberty to invoke the Bank Guarantee.
- (d) In case the BPO Unit claims full amount of bid, based on achieving the employment target, the Unit needs to ensure the employment target in the next **2** years. In case of short fall, Financial/Performance Bank Guarantee would be invoked & amount would be refunded on pro-rata basis and the balance would be retained by STPI for IBPS.
- (e) In case BPO Unit avails pro-rata incentives in first/second installments (due to not meeting the employment target), at the time of exit, the amount would be released as under:
- Full amount of Bank Guarantee released if the Unit maintains the average pro-rata employment target.
 - If there is a short fall in the average pro-rata employment, corresponding to the incentives then the Bank Guarantee would be invoked by STPI and amount would be refunded on pro-rata basis to BPO Unit and balance would be retained by STPI for IBPS.
- (ii) The BPO Unit shall be under obligation to furnish any information sought by an authorized representative of MeitY/ STPI, within a reasonable time frame and failure to do so may amount to forfeiture of Bid Security/ Encashment of Financial/Performance Bank

Guarantee, as the case may be.

- (iii) The MeitY shall be at liberty to relax any condition, for reasons to be recorded in writing, for achieving the larger objective of this Scheme and removal of difficulties.
- (iv) Time under force Majeure will not be considered in the **3** years period of operations, subject to the BPO Unit produce 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.

10. SCOPE OF WORKS

10.1. Setting up BPO/ITES Operations

Successful bidder shall set up BPO/ITES operations, as per IPA.

The successful bidder shall provision the following requirements to meet their business requirements:

- Creation of Interiors.
- Technical infrastructure such as Servers, Storage, Printers, Fax, EPABX etc.
- Network Connectivity: Internet, LAN, etc.
- BPO Hardware/Software as required.
- Support infrastructure: Air-conditioned, UPS etc as required.

10.2. Development of required facility/Support Infrastructure

Successful bidder shall provision a fully-functional BPO/Call center set up with the following indicative infrastructure in order to perform its activities effectively in the acquired/leased /rented space. List of admissible items for capital support (Appendix-E) should be purchased in the name of Applicant bidder.

- Air-conditioning (AC), UPS, DG
- Interiors: Portioning, Cabins, Meeting Rooms, Cafeteria, Furniture, etc.
- Electrical Wiring & fittings
- Power back-up facility
- Workstations, Headphones, CRM, IVRS, Dialer etc
- Servers, Networking & Storage equipment as required
- Network Cabling, CCTV
- Other misc. goods not exceeding 5 % of the total cost of above items including Tools, kits and spares.

10.3. Recruitment of Manpower and Training

The Successful bidder is encouraged to employ local youth of the respective State. The bidder shall also create, train, manage, motivate and retain the manpower with adequate training as per the business requirements.

10.4. Operation & Maintenance of the facility

The bidder shall be responsible for Operation & Maintenance of the BPO operations but not limited to the following:

- Remuneration/Salary: The bidder shall have sufficient funds to meet the remuneration/salary requirements of the manpower for three years.
- Support Infrastructure: The bidder shall renew the AMC regularly for AC, UPS, DG, Building Management System etc. uninterrupted operations of the business.
- Technical Infrastructure: The bidder shall form O&M team consists of Project Manager, BPO Expert, System Administrator, Network Administrator, etc.
- The successful bidder shall ensure the safety and security for the BPO/ Call Center equipment and the building facilities.

10.5. Marketing of BPO Services

The successful bidder shall be required to Market their Services for generation of revenues.

10.6. Optimal usage of the capacity

The bidder shall make all the efforts to employ at least 1.5 times the number of seats to achieve the employment Target.

10.7. Review and Audit of Operations

- To support and facilitate STPI during its periodical review of the operation.
- To conduct the system audit periodically.

- To extend support and provide all the documentation during audit of STPI

10.8. Manage Risks

- The successful bidder shall identify and bear all the risk associated with Implementation and Operations& Maintenance of the BPO for the entire contract period at his own expense.
- 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.
- STPI shall not compensate for any losses if any incurred by the Successful Bidder during entire contract period.

11. LIST OF APPENDICES

- Appendix - A. Tender Acceptance Letter
- Appendix - B. Format for Technical Eligibility
- Appendix - C. Bidder's Client Reference
- Appendix - D. Declaration Regarding Clean Track Record
- Appendix - E. List of Admissible Items for Capital Support
- Appendix - F. Format for Financial Bid
- Appendix - G. Implementation Timelines
- Appendix - H. Form of Financial/Performance Bank Guarantee
- Appendix - I. In-Principle Approval Format
- Appendix - J. Exclusions – IBPS
- Appendix - K. IBPS BPO Seats Distribution across State(s)/UT(s) based on population % as per Census 2011
- Appendix - L. State Policy Information
- Appendix - M. Master Service Agreement (MSA) for Setting up of BPO/ITES operation
- Appendix - N. Instructions for Online Bid Submission

Appendix-A - Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,

Chief Administrative Officer,
Software Technology Parks of India
9th Floor, NDCC-II Building, Jai Singh Road (Opp. Jantar Mantar),
New Delhi-110 001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Appendix-B - Format for Technical Eligibility

S.N	Criteria	Proof of Documents	BPO Unit's Response (Yes/No)	Document Evidence (Page Number references)
1.	Registered in India under Companies Act 1956/2013	Copy of Certificate of Incorporation		
2.	Undertaking to operate for a minimum period of 3 years and commitment to employ atleast 1.5 times the number of seats, for which the bid is submitted.	Self Certification by the Authorized Representative		
3.	Proof of Ownership of the premise for setting up BPO/ITES operations (provide documentary evidence).	As applicable		
	OR			
	Details of lease of premises for atleast 3 years with area and location along with copy of lease agreement for setting up BPO/ITES operations.			
	OR			
	Undertaking to take appropriate premise (@40sq.ft./seat) on lease for atleast 3 years for setting up BPO/ITES operations.			
4.	Annual turnover of the eligible Indian company as laid down in the eligibility criteria. Please provide details as Table-A below. In case of Consortium please provide details as Table-B below.	i. Copy of Balance Sheet/Chartered Accountant Certificate. ii. Copy of IT Returns for immediate past 3 years.		

5.	Positive Net worth of the eligible Indian company as on last audited FY, CA certified.	Chartered Accountant Certificate.		
6.	Technical resource availability	Attach copy of CVs of 5 key resources.		
7.	Should not be under declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies	Furnish Undertaking as per Appendix-D		
8.	The necessary permissions and registration required as per the DoT guidelines w.r.t. BPO operations.	Furnish necessary supporting documents/registration certificates. Furnish undertaking that necessary permissions will be taken before commencement of operation (in case, registration certificate is not available)		
9.	The registration certificate(s) and other applicable documents such as PAN, Service tax, VAT, Labour department etc., and any other statutory requirements to operate in the region where willing to setup Operations, to be submitted.	Furnish applicable registration certificates/ documents.		
10.	Details of Seats applied in each State/UT along with location wise seats distribution as per Table-C			
11.	Bidder Bank Account details as per Table-D			
12.	Contact details as per Table-E			

Note: Please enclose the supporting documents in the same sequence as mentioned in above table

Table-A: Annual Turnover of Bidder

Name of Bidder	Annual turnover - in Rs Lakhs			
	FY 2013-14	FY 2014-15	FY 2015-16	Average

Note: In case of consortium, Turnover as per Table - A above should be provided for all consortium partners.

Table-B: Equity Share Holding Pattern of Consortium

S. No.	Name of the Consortium Member	Status- eligible Indian Co./ Entrepreneur/ Local Entrepreneur/ Society	Equity share holding percentage
1.			
2.			
3.			

Note : Please furnish the following :

- 1) Copy of Balance Sheet, IT returns of Consortium Partners with CA Certificate.
- 2) Copy of the agreement indicating responsibility of each consortium partner
- 3) Copy of the Domicile of the State in case of Local Entrepreneur as Consortium Partner

Table-C: Details of Seats applied across States/UTs

State/UT	Name of City/District	Number of seats	Total Seats in a State/UT
	(i)		
	(ii)		
Total seats across States/UTs			

Note: Excluding locations as per *Appendix-J*.

Table-D: Bidder Account Details

Name of Account Holder	
Account No.	
Bank	
IFSC Code	
Bank Branch Address	

Note: If applicable, the EMD/Bid Security will be released to the above mentioned account.

Table–E: Contact details of bidder

Contact Person Name	
---------------------	--

Registered Office Address				
Address Line1	Address Line 2	City	State	Pin Code

Communication Address				
Address Line1	Address Line 2	City	State	Pin Code

Contact No.1(Mobile)	
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Contact No. 2	
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Email ID 1	
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Email ID 2	
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Fax No.	
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Note: In case of consortium, contact detail as per Table - D above should be provided for all consortium partners.

(Authorized Signatory for the Bidder)

Name:

Date:

Contact Number:

E-mail:

Appendix-C - Bidder's Client Reference

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

Bidders should highlight their expertise in executing such projects.

(Authorized Signatory for the Bidder)

Name:

Date:

Contact Number:

e-mail ID:

Appendix-D - Declaration Regarding Clean Track Record

To,

Chief Administrative Officer,
Software Technology Parks of India
9th Floor, NDCC-II Building,
Jai Singh Road (Opp. Jantar Mantar),
New Delhi-110 001

Sir,

This has reference to the RFP document [No.Dated.]
regarding Setting up of the BPO/ITES operations under the **IBPS**.

I hereby declare that M/s ABC company has not been debarred/black listed by any
Government / Semi Government organizations in India. I also certify that I am
competent to make this declaration on behalf of the Company.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address, Email & Contact Number

Appendix-E - List of Admissible Items for Capital Support

S. No.	Item Description
1.	Servers with OS
2.	Software and Hardware per license cost for BPO/ITES operations
3.	Networking Equipment (Switches, Routers, Firewalls, Voice/Video Conferencing Gateways)
4.	Workstations (Desktop, Laptop, Tablets, IP phones, Headsets)
5.	Data Storage
6.	Structured Cabling
7.	UPS
8.	Printer, Copier, Scanner & Projector
9.	Refrigerator & Water Purifier
10.	Fire & Security Items
11.	Computer Furniture
12.	Electrical wiring & fittings
13.	Central Air-conditioning equipment, air-conditioning System
14.	Captive Diesel Generating Set and transformer of capacity commensurate with the actual requirement of the unit , solar power / Non-conventional Energy Generation Set (OPTIONAL)*
15.	Fax Machine
16.	Private automatic branch exchange
17.	Data Communication Equipment, Modem & VSA
18.	Other misc. goods not exceeding 5 % of the total cost of above items including Tools, kits and spares

* The unit may avail incentive on Generating Set from the State Govt., if needed.

Note: Any item not covered above shall be decided by and permitted by IBPS Management Committee (IMC).

Appendix-F - Format for Financial Bid

Note: **BOQ_XXXX.xls** is provided along with the tender document in eProcurement portal. Bidder has to download the same, fill it and upload it on to the portal. Bidder may refer to the following table while putting the quote:

Sr. No.	Particulars	INR
a)	Total estimated capital expenditure per seat	x
b)	Viability Gap Funding(VGF) support per seat under the scheme i.e. 50% of estimated capital expenditure	x/2

Bidder's quote should reflect (b). List of admissible items for Capital Support is mentioned in Appendix-E.

Appendix-G - Implementation Timelines

Sl. No	Activity	Time Periods
1.	Award of In-Principle Approval (IPA) to the successful bidder	T0
2.	Signing of Master Service Agreement (MSA)	T1 : T0 to T0+02 weeks
3.	Commencement of BPO/ITES operations	T2 : T0 to T0+06 months T2: T0 to T0 + 09 months (with penalty as per Para 8(i))
4.	Report to STPI about commencement of operation	T3 : T2 to T2+02 weeks
5.	Request for release of financial support (First Installment) as per the agreed amount and submission of Bank Guarantee (BG)/Performance Bank Guarantee (PBG).	T4 : T2+ 3 months to T2+06 month
6.	Release of Bid Security Deposit (BSD)/Earnest Money Deposit (EMD)	T5 = T4
7.	Request for release of financial support (Second Installment) as per the agreed amount and submission of Bank Guarantee (BG)	T6 : T4+ 03 months to T4 + 06 months
8.	Request for release of Special Incentives for wider dispersal	T7 : T4
9.	Request for release of Special Incentives other than incentive for wider dispersal	T8 : T2 + 12 months T2 + 36 months
10	Request for release of Bank Guarantee	T9 : After T4 + 24 months : After T6 + 24 months
11	Request for release of Performance Bank Guarantee	T10: After T4 + 24 months

Note:

- The Time line shown above is the maximum allowable time frames for each activity.
- The timelines are as per English calendar days.

Appendix-H - Form of Financial/Performance Bank Guarantee

Form of Financial/Performance Bank Guarantee

In consideration of the Software Technology Parks of India (hereinafter called "STPI") having agreed to allow M/s. (Hereinafter called "the said BIDDER") from the demand under the terms and conditions of the RFP floated by STPI vide no. Dt. along with subsequent corrigendum(if any) under IBPS and the Master Service Agreement (MSA) signed between STPI & M/s on for the work of setting up of BPO/ITES operations at "....." under IBPS (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 (Name of the Bank) having our Head Office at and having branch at referred to as "the Bank" at the request of BIDDER do hereby undertake to pay to STPI an amount not exceeding Indian Rs(Indian Rsonly).

We the Bank 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 BIDDER. 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).

We undertake to pay to the STPI, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the BIDDER in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder.

We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till 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 BIDDER accordingly discharges this guarantee.

We the Bank 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 BIDDER 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 BIDDER 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 BIDDER or for any forbearance act or omission on the part of the STPI or any indulgence by the STPI to the said BIDDER 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the BIDDER.

We hereby waive the necessity of your demanding the Successful Bidder before presenting us with the demand.

We the Bank lastly undertake not to revoke this guarantee except with the previous consent of the STPI in writing.

This guarantee shall be valid up to 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

..... (.) 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-I - In-Principle Approval Format

M/s
.....

Subject: In-Principle Approval (IPA) to setup BPO/ITES operations under India BPO Promotion Scheme (IBPS)-reg.

This has reference to your bid dated, pursuant to the RFP issued by STPI vide dated and subsequent correspondence/discussions (wherever applicable).

1. In the above context, the undersigned is directed to convey the In-Principle Approval (IPA) to M/s ABC Company to setup BPO/ITES operations under IBPS as per the details given below: -

State/UT (1)	City/Town(s) (2)	Number of Seats/City (3)	Capital Support per seat (VGF)* (4)

* Up to 50% of one time expenditure incurred on admissible items at each of the location(city/town) subject to above capital support per seat, whichever is lower.

2. M/s ABC Company shall be under obligation to commence its BPO/ITES operations within 6 months, from the date of issue of this IPA.
3. Please convey your acceptance of the IPA and submit the Master Service Agreement (MSA) **separately for each of the location (city/town)**, duly signed and stamped by the Authorized Signatory within a period of 2 weeks from the date of issue of this IPA.

Sr. Director, STPI

Copy to: (i) IP:S&ITS Division, MeitY
(i) Concerned State IT Secretary

Appendix-J - Exclusions – IBPS

Following cities along with their Urban Agglomeration (UA) areas as per Census 2011, are excluded from India BPO Promotion Scheme (IBPS)

- (i) Bengaluru
- (ii) Chennai
- (iii) Hyderabad
- (iv) Kolkata
- (v) Mumbai
- (vi) NCR (As per definition of NCR Planning Board)
- (vii) Pune

The States of North East Region (NER) viz. Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura) are also excluded from IBPS. For the NER states, there is another notified scheme "North East BPO Promotion Scheme (NEBPS)" for similar support as in IBPS. To get the details about NEBPS please visit <http://meity.gov.in/nebps>, www.stpi.in or www.guwahati.stpi.in.

Appendix-K - IBPS BPO Seats Distribution across State(s)/UT(s)

IBPS BPO Seats Distribution across State(s)/UT(s) based on population % as per Census 2011				
State/UT	Population	Population %	Seats by population %	Seats Rounded-off to nearest hundred
Andhra Pradesh	493,86,799	4.56	2,189	2200
Bihar	1040,99,452	9.61	4,615	4600
Chhattisgarh	255,45,198	2.36	1,132	1100
Goa	14,58,545	0.13	65	100
Gujarat	604,39,692	5.58	2,679	2700
Haryana*	230,44,841	2.13	1,022	1000
Himachal Pradesh	68,64,602	0.63	304	300
Jammu & Kashmir	125,41,302	1.16	556	600
Jharkhand	329,88,134	3.05	1,462	1500
Karnataka*	525,95,898	4.86	2,333	2300
Kerala	334,06,061	3.09	1,481	1500
Madhya Pradesh	726,26,809	6.71	3,219	3200
Maharashtra*	889,10,077	8.21	3,941	3900
Odisha	419,74,218	3.88	1,861	1900
Punjab	277,43,338	2.56	1,230	1200
Rajasthan	685,48,437	6.33	3,039	3000
Telangana*	274,44,644	2.53	1,214	1200
Tamilnadu*	634,51,020	5.86	2,813	2800
Uttar Pradesh*	1991,69,960	18.39	8,827	8800
Uttarakhand	100,86,292	0.93	447	400
West Bengal*	771,63,579	7.13	3,422	3400
Andaman & Nicobar Island	3,80,581	0.04	17	100
Chandigarh	10,55,450	0.10	47	100
Dadra & Nagar Haveli	3,43,709	0.03	15	100
Daman & Diu	2,42,911	0.02	11	100
Lakshadweep	64,429	0.01	3	100
Puducherry	12,47,953	0.12	55	100
Total	10828,23,931	100.00	48,000	48,300

Note:

1. Total 48,000 seats have been distributed based on population percentage among States/UTs as per Census 2011, and then rounded-off to nearest 100.
2. Minimum seats support for a State/UT = 100
3. *Population of all the States of North East Region and Urban Agglomeration Population of certain cities [Bengaluru, Chennai, Delhi-NCR (Gurgaon, Faridabad, Noida), Hyderabad, Kolkata, Mumbai, Pune] is subtracted from the respective State's Population and subsequently from overall population of Country.

Appendix-L - State Policy Information

State, Policy Name	Contact Information	Salient Features
<p>Karnataka</p> <p>Policy Name: I⁴ Policy (2014)</p> <p>Source: http://www.bangaloreitbt.in/docs/2014/i4-policy.pdf</p>	<p>Department of IT, BT and S&T</p> <p>Principal Secretary to Government, VI Floor, 5th Stage M.S.Building, Ambedkar Veedhi Bangalore - 560 001 Ph: 91-80-22280562, 22032434 Fax: 91-80-22288340, 22262450 E-mail ID: itsec@bangaloreitbt.in, itbtsec@gmail.com</p>	<ul style="list-style-type: none"> • Single window Clearance. • Incentivisation of land allotment (Employment Linked) • PF/ESI reimbursement • Concessional Power tariff. • Stamp Duty Exemption. • Others
<p>Karnataka</p> <p>Policy Name: Information and Communications Technology 2011</p> <p>Source: http://www.bangaloreitbt.in/IT_2011/pdf/govt_karnataka_policy.pdf</p>	<p>Department of IT (DoIT)</p> <p>Government of Himachal Pradesh, H.P. Secretariat, Shimla-171002 E-mail: itsecy-hp@nic.in Phone: +91- 177-2622269, 2880737</p>	<ul style="list-style-type: none"> • Investment promotion subsidy • Stamp duty exemption. • Concessional registration charges • Entry tax exemption. • Incentives for Export oriented enterprises. • Others
<p>Himachal Pradesh</p> <p>Weblink: http://himachal.gov.in/page/IT-Policy.aspx</p>	<p>Department of IT (DoIT)</p> <p>Government of Himachal Pradesh, H.P. Secretariat, Shimla-171002 E-mail: itsecy-hp@nic.in Phone: +91- 177-2622269, 2880737</p>	<ul style="list-style-type: none"> • Subsidies on Power, CST, Central Excise duty, Income Tax, Stamp Duty, VAT etc. • Exemption on land & building tax within declared STP premises, IT habitats & Hi tech cities • State govt. will facilitate in creation of venture capital up Rs. 20Crore in association with cooperative banks, SIDBI and other financial institutions

<p>Rajasthan</p> <p>Policy Name: IT Policy 2014 (Draft)</p> <p>Weblink: http://doitc.rajasthan.gov.in/layouts/15/Doitc/userfiles/pdf/IT_Policy_v2_upload.pdf</p>	<p>Department of IT & Communication</p> <p>IT Building, Yojana Bhawan, Tilak Marg, C-Scheme Jaipur-302005 (Raj), INDIA</p> <p>Phone: 91(141) 2224855, 5153225 Fax: 91(141) 2222011</p> <p>Email: secretary.itc@rajasthan.gov.in</p>	<ul style="list-style-type: none"> • Stamp duty concession • Rebate on land cost and lease rental • Subsidy on bandwidth for connectivity • Capital investment subsidy • Interest subsidy on term loan • Concession for Quality certification and Patent filing • Other incentives
<p>Chhattisgarh</p> <p>Policy name: Electronics, IT and ITeS Policy 2014-19</p> <p>Weblink: http://www.chips.gov.in/sites/default/files/Chips_Book_English.pdf</p>	<p>Department of Electronics & IT</p> <p>Mahanadi Bhawan, Mantralaya, Naya Raipur- Chhattisgarh - 492001 Govt of Chhattisgarh</p> <p>Chhattisgarh InfoTech Promotion Society (CHIPS) Contact:</p> <p>Phone: 91-771-4080793, 9425201947, 9993079875 Fax.No. 0771-2221311 Email:- ceochips@nic.in, amankumarsingh12@gmail.com</p>	<ul style="list-style-type: none"> • Stamp duty exemption. • Rebate on land premium and rent. • 50% incentive on fixed investment with limit of Rs. 150 Lakh/Unit. • Additional incentives for employment generation CG. • Exemption on CST for and concession on interest paid. • Exemption on self consumption Electricity duty. • Employee training support. • EPF support for male and women employees. • Incentive for Quality Certification. • Incentive for Technical Patent. • Other incentives.
<p>Madhya Pradesh</p> <p>Policy Name: IT Policy</p> <p>Weblink: http://www.mp.gov.in/mp-it-policy</p>	<p>Department Of Information Technology, Government of Madhya Pradesh</p> <p>Mantralay, Bhopal</p> <p>Shri Manish Rastogi, Secretary,</p>	<ul style="list-style-type: none"> • Stamp duty concession • Incentive on Quality Certification • Subsidy on capital investment • Subsidy on Telecom facility and Internet service • Reimbursement on skill gap training • Other incentives • Following clauses of MP IT Investment Policy will not be considered as 'similar financial support':

	<p>127, Mantralaya, Bhopal</p> <p>Telephone: 91-755-2441332</p> <p>Email: rastogi.manish@nic.in</p>	<ul style="list-style-type: none"> ▪ Clause 4 - Land use exemption ▪ Clause 7 - Rebate in cost of land ▪ Clause 15 - Facilities to the Units on Expansion/Modernization
<p>Gujarat</p> <p>Policy name:</p> <p>IT / ITeS Policy (2016-21)</p> <p>Weblink:</p> <p>https://dst.gujarat.gov.in/images/pdf/it-policy-2016-21.pdf</p>	<p>Science and Technology Department</p> <p>Government of Gujarat,</p> <p>Block No.7, 5th Floor, New Sachivalaya, Gandhinagar</p> <p>Phone: 079-23259999</p> <p>Email: secdst@gujarat.gov.in</p>	<ul style="list-style-type: none"> • Facilitation for Allotment of Land. • Capital subsidy • Stamp Duty/Registration Fee Concession. • Incentive on Power Tariff and Electricity Duty • 3.5. VAT/CST/GST Incentive • Employment Generation Incentive through EPF Contribution • Other incentives.
<p>Uttar Pradesh</p> <p>Policy Name: IT Policy</p> <p>Weblink:</p> <p>http://www.itpolicyup.gov.in/</p>	<p>Department of IT & Electronics, Principal Secretary, IT & Electronics, 20-21, Bahukhandi Bhawan, Secretariat Lucknow 226 001</p> <p>Phone: 0522-2235344, 0522-2238106</p>	<ul style="list-style-type: none"> • Interest subsidy on term loan and working capital • Stamp duty exemption • Single window clearance • VAT: IT/ITeS units having minimum capital investment of Rs 5 crores would be allowed Interest free loan equivalent to the amount of VAT and Central Sales Tax deposited every year for a period of 10 years from the date of commencement of business or 10% of annual sales, whichever is lower. This loan would be repayable after 07 years from the date of loan disbursement. • Industry promotion subsidy to existing units on additional capital investment for capacity enhancement • Rebate on land and provision for additional FSI(Floor Space Index) • Other incentives

<p>Punjab</p> <p>Policy Name: IT Policy</p> <p>Weblink: http://www.investpunjab.gov.in/Static/InformationTechnology</p>	<p>Department of IT</p> <p>SCO 193-195, Sector 34A, Chandigarh</p> <p>Tel: 0172-2604892 (Director Office), 2600971 Fax: 0172-2604892 email: contact.doit@punjab.gov.in</p>	<ul style="list-style-type: none"> • VAT and CST incentives • Electricity duty exemption • Stamp duty exemption • Property tax exemption • Exemption from Pollution control board clearance, Inspection under labour laws, Punjab Apartment and Property Regulation act. • Other incentives
<p>Maharashtra</p> <p>Policy Name: IT-ITES Policy (2009, 2015)</p> <p>Weblink: https://www.maharashtra.gov.in/PDF/Web_Marathi_IT-ITES_Policy_2015.pdf</p>	<p>Industries Department</p> <p>Principal Secretary (Industries) Industry, Energy & Labour Department, 1st Floor, Room No. 114, Mantralaya Annex, Mumbai – 400 032. Tel. No. 022 - 22025393 Email - psec.industry@maharashtra.gov.in</p>	<ul style="list-style-type: none"> • Electricity Duty Exemption • Power Tariff: At industrial rate. • Stamp Duty Exemption • Octroi/Entry Tax/Local Body Tax (LBT) Exemption. • Property Tax: At residential rates. • Other incentives
<p>Chandigarh</p> <p>Policy Name: IT & Electronics Policy 2013</p> <p>Weblink: http://chdit.gov.in/itpolicy.htm</p>	<p>Department of IT</p> <p>5th Floor, Additional Deluxe Building, Sector 9-D, Chandigarh – 160 009</p> <p>Tel : +91 172 2740641 Fax : +91 172 2740005</p>	<ul style="list-style-type: none"> • Venture capital support • Uninterrupted power supply • Single Window clearance • Other incentives
<p>Jammu & Kashmir</p> <p>Policy Name: IT Policy</p> <p>Weblink: http://jkit.nic.in/docs/itpolicyjk.pdf</p> <p>[Draft Policy]</p> <p>http://jkit.nic.in/docs/itpolicy2012.pdf</p>	<p>Information Technology Department</p> <p>Secretary to Govt., May to Oct: Room 111, 1st floor, Secretariat, Srinagar.</p> <p>Nov to April: 4th Floor, Mini Block Secretariat, Jammu</p> <p>Phone: 0194-2506273 (Srinagar)</p>	<ul style="list-style-type: none"> • Special incentives for investment beyond Rs. 10Crore • Investment incentives for different sized units • Stamp duty, CST exemption • Entry tax, Excise duty, Service tax and Electricity duty exemption for 10 years • Other incentives

	0191-2569481 (Jammu) Email: cit-jk@nic.in	
Uttarakhand Policy Name: IT Policy Weblink: http://itda.uk.gov.in/files/Acts-Rules/IT_Policy.pdf	Department of IT Name: Mr. Arunendra Chauhan Designation: Additional Secretary(IT) Email: as-it-ua@nic.in Phone: 0135-2712013, 2708122	<ul style="list-style-type: none"> • Electricity duty exemption • Stamp duty concession • Free bandwidth up to 2 Mbps for 1 year • Preferential allotment of land • Other incentives
Kerala Policy Name: IT Policy 2012 Source: http://www.itmission.kerala.gov.in/pdf/IT_Policy_2012.pdf	Department of IT Govt. of Kerala, Kerala State IT Mission ICT Campus, Vellayambalam, Thiruvananthapuram, Kerala - 695 033 Tel: +91 471 2726881, 2314307, 2725646 Fax: +91 471 2314284 Email: admin.ksitm@kerala.gov.in	<ul style="list-style-type: none"> • Investment Incentive • Concessional power tariff. • Stamp Duty Exemption • Incentive for Green & Self Power Generating buildings • Other incentives
Andhra Pradesh Policy Name: IT Policy 2014-2020 Weblink: http://www.aponline.gov.in/apportal/downloads/2014itc_ms13.pdf	IT, Electronics & Communication Department Sri J. Satyanarayana, IAS (Retd), Advisor to Government, Govt of AP Phone: 040-23453214 Email: j.satya@ap.gov.in, secy_itc@ap.gov.in	<ul style="list-style-type: none"> • Rebate on Cost of Land Allotted • Registration Fee, Stamp Duty reimbursement. • Power Subsidy • Electricity Duty Exemption. • Patent Filing Cost reimbursement • Exemption from inspection under various acts. • Quality certification cost reimbursement • Other incentives
Delhi	Department of Information Technology	<ul style="list-style-type: none"> • Zero Sales Tax on IT software and hardware

<p>Policy Name: Policy & Guidelines</p> <p>Weblink:</p> <p>http://www.delhi.gov.in/wps/wcm/connect/doi_it/DOI_T/IT/Home/Policy+And+Guidelines/</p>	<p>9th Level 'B'-Wing Delhi Secretariat, New Delhi-110113</p> <p>Phone : 011-23392457 Fax : 011-23392402</p> <p>Email: secyit@nic.in</p>	<ul style="list-style-type: none"> • Allow IT industry in residential locations • Exemption from routine inspections • Other incentives
<p>Odisha</p> <p>Policy Name: Information & Communication Technology policy-2014</p> <p>Weblink:</p> <p>http://www.odisha.gov.in/portal/ICT_Policy-2014.pdf</p> <p>http://it.odisha.gov.in/Content/22/90</p> <p>http://www.bbs.stpi.in/Documents/ICT_Policy_2014.pdf</p>	<p>Department of Information Technology</p> <p>Government of Odisha N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013</p> <p>EPBX: 674-2567584 Fax: +91-674-2567842 Email : itsec.or@nic.in ; contact@it.odisha</p>	<ul style="list-style-type: none"> • Rental subsidy for incubation space & lease. • Subsidy in outright purchase of built-up space • Allotment of Govt. land (subject to min. employee strength) • Interest Subsidy Reimbursement • Capital Investment Subsidy • Stamp duty exemption • Exemption from Electricity duty, Power cut and applicability of Industrial Tariff • Others incentives •
<p>Bihar</p> <p>Policy Name: Information & Communication Technology Policy 2011</p> <p>Weblink:</p> <p>http://gov.bih.nic.in/Documents/IT-Policy-2011-English.pdf</p>	<p>Department of IT</p> <p>Shri Rahul Singh Secretary cum Appellate Authority (Information Technology)</p> <p>2nd Floor, Technology Bhawan, Vishwesaraiya Bhawan Campus, Bailey Rd, Patna, Bihar : 800015</p> <p>Tel :0612-2545315 Fax No:0612- 2545316 Email : prsec_it@bihar.gov.in</p>	<ul style="list-style-type: none"> • Stamp Duty, Registration Fee exemption. • Land: for small units- 50% (Rs. 15L max), for Large units – 25% (Rs. 30L Max). • Captive power benefits. • Capital reimbursement benefit. • Entry tax benefit • Central sale tax benefit • EPF reimbursement • Rs. 100Crore Venture Fund by State Govt. • Single window clearance • Quality certification reimbursement • Other incentives
<p>Jharkhand</p> <p>Policy Name: IT Policy</p>	<p>Department of IT & e-Governance</p>	<ul style="list-style-type: none"> • Venture capital fund. • Special financing packages. • No sales tax on raw material for

<p>Weblink: http://vikaspedia.in/e-governance/national-e-governance-plan/it-policy_jharkhand</p>	<p>Secretary to Govt, Govt of Jharkhand. Phone- 0651-2400001 Email: it.secy@jharkhand.gov.in</p>	<p>exports. <ul style="list-style-type: none"> • Power tariff benefits. • Other incentives. </p>
<p>Telangana Weblink: http://www.it.telangana.gov.in/investor-info/it-policy/</p>	<p>Information Technology Electronics And Communications Department 2nd Floor, D Block, Telangana Secretariat, Hyderabad 500022 Sri Jayesh Ranjan, IAS, Secretary to Govt Ph: 040-23456401 Email: secy_itc@telangana.gov.in</p>	<ul style="list-style-type: none"> • Exemption from Stamp duty • Subsidy on Solar power • Subsidy on Power duty • Recruitment assistance • Telecom and training incentives • Exemption from SD/EMD and cost of tender • Patent incentives • Quality Certification incentives • Other incentives
<p>West Bengal Policy Name: Information & Communication Technology Policy (2012) Weblink: http://www.itewb.gov.in/</p>	<p>IT & Electronics Department Government of West Bengal 4 Camac Street, Kolkata 700 016 Phones: 91 33 2282 1952-54 Fax: 91 33 2282-1944 Email: secit@wb.gov.in</p>	<ul style="list-style-type: none"> • To determine the type and quantum of initiatives, the locations in the state is being divided in multiple groups • Varied capital support as per location group • Exemption from Stamp duty and Registration fee • Concession for Quality certification and Patent • Support for expansion of existing Units • Other incentives
<p>Tamilnadu Policy Name: Enhanced Rural BPO Policy (2012) Weblink: http://www.elcot.in/pdf/Enhanced%20Rural%20BPO%20policy.pdf</p>	<p>Department of IT Thiru T.K. Ramachandran IAS (Principal Secretary to Government) Phone : 91-44-25670783 E-mail : secyit.tn@nic.in</p>	<ul style="list-style-type: none"> • Capital support • Training incentive • Transport facility • SD/EMD and cost of tender exemption • Other incentives
<p>Goa Policy Name: IT Investment Policy 2015 (Draft) Weblink:</p>	<p>Department of IT The Director, Department of Information & Technology, Government of Goa</p>	<ul style="list-style-type: none"> • Stamp duty exemption • CST and Entry tax exemption • Land incentive • Lease rent incentive • Subsidy on electricity duty

https://www.goa.gov.in/pdf/Information_Technology_policy_draft_2015.pdf	2nd Floor, Alcon Construction, Above Alcon Hyundai Showroom, Porvorim,Bardez, Goa 403501 Phone No: +91-832-2411505/+91-832-2411509 [09:30 hrs to 17:45 hrs IST Fax No : +91-832-2411490 Email-id : dir-dit.goa@nic.in	<ul style="list-style-type: none"> • Fast track clearance • Training and Quality certification incentive • Other incentives
Puducherry Policy Name: IT policy 2008 Weblink: http://dit.puducherry.gov.in/documents/IT_Policy_2008.pdf	Directorate of Information Technology Secretary to the Government (IT), Chief Secretariat, Puducherry - 605001 Phone: +91-413-2233219 Fax: +91-413-2338300 Email: secyit.pon@nic.in	<ul style="list-style-type: none"> • Subsidy on IT infrastructure investment • Capital investment subsidy • Subsidy on leased line rental • Stamp duty exemption • Exemption from pollution control act. • Other incentives
Haryana Policy Name: IT Policy 2000 Weblink: http://haryanait.gov.in/	Electronics & IT Department Addl. Chief Secretary to Govt., Haryana, Electronics & Information Technology Department, Room No. 44 , 8th Floor, Haryana Civil Secretariat, Chandigarh - 160001 Phone No: 0172-2740863 email: fcit@hry.nic.in	<ul style="list-style-type: none"> • Preferential allotment of land • Continuous and uninterrupted power supply • Electricity duty exemption • Stamp duty concession • Sales Tax concession • Other incentives

Please note that above mentioned features of State Government's BPO Policies are indicative. Please contact concerned State IT Department for further details/updates

**Appendix-M - Master Service Agreement
Format**

**Master Service Agreement (MSA) for Setting up
of BPO/ITES operation at
“ _____)” under IBPS**

This **MASTER SERVICE AGREEMENT (MSA)** is made on this day _____ between **Software Technology Parks of India (STPI)**, an autonomous society of Ministry of Electronics and Information Technology (MeitY), Government of India, located at 9th Floor, NDCC-II Building, Jai Singh Road (Opp. Jantar Mantar), New Delhi-110 001 hereinafter called “FIRST PARTY” which expression shall include its successors-in-interest, legal representatives and permitted assigns, if any;

AND

**M/s _____ Bidder _____, _____ Bidder
Address _____, India** hereinafter called “SECOND PARTY” which expression shall include its successors-in-interest, legal representatives and permitted assigns, if any.

WITNESSETH

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS

AGREEMENT WITNESSETH AS FOLLOWS

Definitions

First Party: STPI, 9th Floor, NDCC-II Building, Jai Singh Road (Opp. Jantar Mantar), New Delhi-110 001, Implementation Agency of the India BPO Promotion Scheme (IBPS).

Second Party: M/s _____ **Bidder** _____, _____ **Bidder Address** _____ Represented by its authorized signatory.

Bid Response: The bid submitted by the SECOND PARTY accepting the terms of the RFP & Corrigendum if any published by the FIRST PARTY.

Scheme: The India BPO Promotion Scheme proposes to provide the following capital support in the form of Viability Gap Funding (VGF) to eligible Companies, to encourage the growth of the IT Industry across the country through BPO/ITES operations.

Capital Support: Up to 50% of one time expenditure incurred on admissible items (*Annexure-II*) or Rs. _____ Bid Amount _____/- per seat as per IPA, whichever is lower.

RFP: The Request for Proposal (RFP) published by the FIRST PARTY for the selection of the companies willing to setup BPO/ITES operations and to meet the obligations of the RFP. The RFP document refers to the RFP document **STPI/HQ/PDC/09/2016-17/035/4 dated 12.02.2017**.

BPO/ITES: The facility setup and operated by the selected bidders in each State.

1. The terms and conditions contained in RFP issued vide STPI's No. STPI/HQ/PDC/09/2016-17/035/4 dated 12.02.2017 and IPA issued vide no. dated, which may not have been exclusively mentioned in this Agreement, shall however form part of this Agreement.

2. AGREEMENT PERIOD

This Agreement shall be effective from the date of signing MSA and shall remain valid till the expiry of a period of 3 (three) years from the date of commencement of BPO/ITES Operations.

3. CAPITAL SUPPORT

3.1. Up to 50% of one time expenditure incurred on admissible items (Annexure-II) or Rs. Bid Amount /- per seat as per IPA, whichever is lower.

3.2. A Company, seeking to avail financial support under this scheme, shall be under obligation not to claim the similar financial support under any other Scheme of the Central/State Government concerned.

4. COMMITMENT OF THE SECOND PARTY

4.1. Must commit itself to employ at least 1.5 times the number of seats quoted i.e. employment target.

4.2. The Second Party shall:

- (i) Commit to set-up BPO/ITES operations for ' Seats /-' number of seats and operate it for a minimum period of Three Years from the date of commencement of the BPO/ITES operations.
- (ii) Start operations within 6 months from the date of issue of In-Principle Approval (IPA).

5. GENERAL TERMS AND CONDITIONS

5.1. The Second Party (BPO Unit) shall be under obligation to commence its BPO/ITES operations within 6 months, from the date of issue of In-Principle Approval (IPA) referred above. If the BPO Unit not able to commence its BPO/ITES operations within the 6 months from issuance of IPA, it can request to give extension not more than 3 months with penalty of 2% per month (for each completed month) of eligible capital support (on pro-rata basis for both installments) after expiry of 6 months duration. Failure to do so shall automatically result in cancellation/termination of IPA/Agreement and Bid Security Deposit (BSD)/Earnest Money Deposit (EMD) will be forfeited.

5.2. Soon after the commencement of BPO/ITES Operations, the BPO Unit shall report the fact of commencement of its operations to STPI within a period of two weeks. BPO Unit has to request for release of capital support as per the agreed amount within 6 months from commencement of operation. This capital support

shall be released in 2 installments, subject to fulfillment of all formalities and compliance with various conditions laid down in this scheme and submission of following documents:

- (i) AADHAAR number of all the regular employees recruited/joined the unit after the issuance of In Principle Approval (IPA).
- (ii) Provident fund account number for the regular employees recruited/joined the unit after the issuance of In Principle Approval (IPA).
- (iii) Proof of Employee State Insurance (ESI) contribution for the regular employees eligible under this scheme and recruited/joined the unit after the issuance of IPA.

OR

- (iv) Proof of State Professional Tax, as applicable.
- (v) Certificate of disability issued by a medical authority (Notified by State Govt.), if applicable.
- (vi) Any other relevant documents.

5.3. Disbursement of Capital Support: The approved capital support will be disbursed in two installments as under:

- (i) **The first installment** shall be up to 50% of the total capital support, to be calculated on pro-rata basis, subject to at least 50% of employment target from commencement of operation and further subject to verification of required proofs/documents and site inspection by STPI. This installment shall be claimed anytime after three months from commencement of operation but not later than six months from commencement of operation.
- (ii) **The Second installment** will be calculated on pro-rata basis, subject to meeting at least 50% of employment target from commencement of operation and further subject to verification of required proofs/documents and site inspection by STPI. This installment shall be claimed anytime after the expiry of three months period (but not later than six months) from the date of claim of first installment.
- (iii) **Procedure to calculate employment target for disbursement of capital support:** Average monthly employment for the duration from commencement of operation till the time of request for release of capital

support will be considered to calculate the eligible capital support for each installment.

e.g., If the unit wins the bid for 100 seats BPO/ITES operation @ Rs. 80,000/seat then the disbursement of capital support in different scenarios will be as under:

S. No.	Achieved average monthly Employment Target (E.T.) at the time of claiming 1 st installment from commencement of operation	Disbursed amount of capital support in 1 st installment (Max. Rs. 40 Lakh)	Achieved average monthly Employment Target (E.T.) at the time of claiming 2 nd installment from commencement of operation	Disbursed amount of capital support in 2 nd installment (remarks) [(X% of E.T. * Total capital support) – disbursed amount in 1 st installment]
1.	90% (135 persons against E.T. of 150)	Rs. 36 Lakh	70% (105 persons against E.T. of 150)	Rs. 20Lakh [Rs..28Lakh – Rs. 8 Lakh] (Rs. 8 Lakh is deducted against 1 st installment due to shortfall in E.T.)
2.	90% (135 persons against E.T. of 150)	Rs. 36 Lakh	90% (135 persons against E.T. of 150)	Rs. 36 Lakh (same as 1 st installment by maintaining the E.T.)
3.	60% (90 persons against E.T. of 150)	Rs. 24 Lakh	90% (135 persons against E.T. of 150)	Rs. 48Lakh [Rs. 36 lakh +Rs. 12 Lakh](Rs. 12Lakh is provided against 1 st installment because of increase in employment generation)
4.	90% (135 persons against E.T. of 150)	Rs. 36 Lakh	100% (150 persons against E.T. of 150)	Rs. 44 Lakh [Rs. 40 Lakh + Rs. 4 Lakh] (Rs. 4Lakh is provided against 1 st installment hence unit is able to get full capital support on achieving the 100% E.T.)

5.4. Disbursement of Special Incentives:

- (i) **Incentive for diversity & inclusion:** This incentive will be provided on subject to fulfillment of at least 50% of employment target.
- (ii) **Incentive for providing employment beyond target:** This incentive will be provided to the units providing employment beyond employment target i.e. 1.5 times the number of seats as stated above.
- (iii) **Incentive for wider dispersal within State including rural areas:** This

incentive may be disbursed with the first installment of capital support.

- (iv) **Incentive for promoting local entrepreneur:** As per para 2.3(iv) of RFP **STPI/HQ/PDC/09/2016-17/035/4 dated 12.02.2017.**

These special incentives (i), (ii) and (iv) are to be provided after 1 year from commencement of operation without Bank Guarantee on production of documentary proofs of employment as per Para 5.2 above subject to fulfillment of other terms and conditions.

5.5. The Second party would be required to furnish a Bank Guarantee of 100% of the total approved capital support amount against each installment of capital support (5% Performance bank Guarantee of total capital support for Hilly Region Viz. Himachal Pradesh, Jammu & Kashmir and Uttarakhand at the time of claiming first installment of capital support) from a Nationalized Bank, valid for a period of 2 years (excluding period of claim).

5.6. No support towards Operational Expenditure (OPEX) would be provided to the BPO Unit.

6. STAKEHOLDER AND THEIR RESPONSIBILITIES

6.1. Role of First Party

- (i) To monitor the implementation of the Project, review its performance and provide regular feedback to IMC.
- (ii) To release appropriate capital support to the eligible companies after verification of the documents and other checks & balances.
- (iii) To maintain separate accounts for this scheme and the same be covered under the internal audit of STPI.

6.2. Role of Second Party: The Second Party shall:

- (i) Setup BPO/ITES operations at the approved location.
- (ii) Generate business from the Open Market.
- (iii) Operate & maintain the facility at least during the entire contract period.
- (iv) Absorb all the risk and costs associated with setting up and O&M phases of the BPO operations.

- (v) Encourage employment of local youth for the BPO/ITES operations.
- (vi) Employ at least 1.5 times the number of seats (employment target), of the total quoted seats.
- (vii) Make efforts to employ 3 times the number of seats to fulfill the vision of the scheme.

6.3. Responsibility Matrix

Sl. No	Activity	STPI	Successful Bidder
1.	Procurement and installation of Capital Equipment (Hardware, Software etc.) that are required for setting up of BPO operations.		√
2.	Recruitment of manpower and Training		√
3.	Confirmation of commencement of BPO/ITES Operations	√	√
4.	Operations and Maintenance of BPO for the entire agreement period.		√
5.	Payment towards capital support (1 st & 2 nd Installments) and special incentives subject to fulfillment of all conditions by the successful bidder	√	
6.	Absorb all the risks and costs associated with O & M, Marketing, Sales and Providing Service to the customer for the entire agreement period.		√
7.	Performance Review	√	

7. SECOND PARTY'S EMPLOYEES (IMPLEMENTATION AND OPERATIONS TEAM)

7.1. SECOND PARTY at its own expenses shall deploy skilled & experienced professionals in the area of BPO, operations, maintenance etc. both during implementation and operations of the BPO. Such skilled resources are necessary for the proper and timely execution and commencement operations of BPO. The overall project works shall be monitored by the experienced project manager designated by the SECOND PARTY.

7.2. SECOND PARTY is expected to have adequate resources working in tandem with the professionals during implementation of the project for timely completion & commencement of the BPO project.

7.3. During O&M Period, SECOND PARTY is expected to deploy adequate O&M Team to take care of both Technical and Business operations.

7.4. The Second Party shall meet all the Operational Expenses.

8. SECOND PARTY'S CO-ORDINATION

The SECOND PARTY shall work in overall interest of the Project / Work in consultation with FIRST PARTY or its representatives to meet the set objectives of IBPS.

9. STATUTORY AND OTHER OBLIGATIONS REGARDING WORKMEN

The SECOND PARTY shall comply with all applicable Government Regulations and Enactments pertaining to its employees, workmen and labor and FIRST PARTY shall be indemnified from and against any and all loss arising from SECOND PARTY'S non-compliance with such laws and regulations.

10. SAFETY REGULATIONS

The SECOND PARTY shall be responsible to take all precautions to ensure the safety of the person or property of the User while performing its obligations hereunder.

The SECOND PARTY undertakes to comply with all sorts of safety measures under the applicable law in regards to men and material deployed for the project.

11.CONFIRMATION OF COMMENCEMENT OF BPO OPERATIONS

SECOND PARTY must demonstrate to the FIRST PARTY the BPO unit Setup and its operations.

The FIRST PARTY reserves the right to randomly inspect the setup and its operations at any time during the Agreement period.

The Second Party should provide necessary documents regarding recruitment of the manpower for BPO.

Submission of documents such as Client list, Client Purchase/Work Orders, Agreement, Business Plan etc. as and when required by the First Party.

12.PERFORMANCE AND EXIT MANAGEMENT

12.1. Upon completion of the contract period or upon termination of the agreement for any reasons, the Second Party shall comply with the following:

- (i) In the event of second party not being able to claim Capital Support within 6 months from the date of commencement of its operations, the BPO Unit will not be eligible for any support whatsoever and the IPA/Agreement shall be deemed to have been cancelled/ terminated.
- (ii) In the event of the second party not being able to achieve minimum employment target of 50%, within 6 months from the date of commencement of its operations, the Unit shall not be eligible for any support whatsoever and the IPA/Agreement shall be deemed to have been cancelled/ terminated.
- (iii) The second party will be obligated to furnish quarterly performance report, inter-alia, indicating the average monthly employment in the Unit. At the stage of release of Bank Guarantee, average employment of last two years will be calculated. In the event of the BPO Unit not meeting the employment target (based on which the

capital support was released), the STPI would be at liberty to invoke the Bank Guarantee.

- (iv) In case the Second Party claims full amount of bid, based on achieving the employment target, the Unit needs to insure the employment target in the next 2 years. In case of short fall, Financial/Performance Bank Guarantee would be invoked & amount would be refunded on pro-rata basis and the balance would be retained by STPI for IBPS.
- (v) In case the Second Party avails pro-rata incentives in first/second installments (due to not meeting the employment target), at the time of exit the amount would be released as under:
 - a) Full amount of Financial/Performance Bank Guarantee released if the Unit maintains the average pro-rata employment target.
 - b) If there is a short fall in the average pro-rata employment, corresponding to the incentives then the Financial/Performance Bank Guarantee would be invoked by STPI and amount would be refunded on pro-rata basis to BPO Unit & balance would be retained by STPI for IBPS.

12.2. The Second Party shall be under obligation to furnish any information sought by an authorized representative of MeitY/ STPI, within a reasonable time frame and failure to do so may amount to forfeiture of Bid Security/ Encashment of Financial/Performance Bank Guarantee, as the case may be.

12.3. The MeitY shall be at liberty to relax any condition, for reasons to be recorded in writing, for achieving the larger objective of this Scheme and removal of difficulties.

12.4. Time under Force Majeure will not be considered in the 3 years period of operations, subject to the Second Party produce 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.

13. SCOPE OF WORKS

13.1. Setting Up BPO Operations:

Second Party shall set up a BPO/ITES operations as per IPA.

The Second Party shall provision the following requirements to meet their business requirements:

- (i) Creation of Interiors
- (ii) Technical infrastructure such as Servers, Storage, Printers, Fax, EPABX etc.
- (iii) Network Connectivity: Internet, LAN, etc.
- (iv) Call Center/BPO Hardware/Software as required
- (v) Support infrastructure: Air-conditioned, UPS as required

13.2. Development Of Required Facility/Support Infrastructure:

Second Party shall provision a fully-functional BPO set up with the following indicative infrastructure in order to perform its activities effectively in the acquired/leased /rented space. **List of admissible items for capital support (Annexure-II) should have been purchased in the name of the *Second Party*.**

- (i) Air-conditioning (AC), UPS, DG
- (ii) Interiors: Portioning, Cabins, Meeting Rooms, Cafeteria, Furniture, etc.
- (iii) Electrical Wiring & fittings
- (iv) Power back-up facility
- (v) Workstations, Headphones, CRM, IVRS, Dialer etc.
- (vi) Servers, Networking & Storage equipment as required
- (vii) Network Cabling, CCTV
- (viii) Any other item i.e. tools, kits and spares as required

13.3. Recruitment of Manpower and Training:

The Second Party shall also create, train, manage, motivate and retain the manpower with adequate training as per the business requirements.

13.4. Operation & Maintenance of the Facility:

The Second Party shall be responsible for Operation & Maintenance of the BPO but not limited to the following:

- (i) Remuneration/Salary: The Second Party shall have sufficient funds to meet the remuneration/salary requirements of the manpower.
- (ii) Support Infrastructure: The Second Party shall renew the AMC regularly for AC, UPS, DG, Building Management System etc. uninterrupted operations of the business.
- (iii) Technical Infrastructure: The Second Party shall form O&M team consists of Project Manager, Call Center/BPO Expert, System Administrator, Network Administrator, etc.
- (iv) The Second Party shall ensure the safety and security for the BPO equipment and the building facilities.

13.5. Marketing of BPO Services:

The Second Party shall be required to Market their Services for generation of revenues.

13.6. Optimal Usage of the Capacity:

The Second Party shall make all the efforts to employ at least 1.5 times the number of seats to achieve the employment Target.

13.7. Review and Audit of Operations:

- (i) To support and facilitate STPI during its periodical review of the operation.
- (ii) To conduct the system audit periodically as per the advice of STPI.
- (iii) To extend support and provide all the documentation during statutory audit and the auditors would be appointed by STPI.

13.8. Manage Risks:

- (i) The Second Party shall identify and bear all the risk associated with Implementation and Operations & Maintenance of the BPO for the entire Agreement period at his own expense.
- (ii) The Second Party 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.

- (iii) STPI shall not compensate for any losses if any incurred by the Second Party during entire contract period.

14.PROJECT TIMELINES

The estimated timeline shall be as laid down in **Annexure-I**. The start date of the project shall be from the date of issue of IPA.

15.DELAY AND NON-CONFORMANCE

The Second Party (BPO Unit) shall be under obligation to commence its BPO operations within 6 months, from the date of issue of In-Principle Approval (IPA) referred, except relaxation under para 5.1 above. Failure to do so shall automatically result in forfeiture of the Bid Security and cancellation/termination of this MSA/IPA.

16.LIQUIDATED DAMAGES (PENALTY)

If the Second Party fails to meet the Employment Target i.e. average employment of the last two years (Based on which the capital support were released), the First Party shall invoke the Financial/Performance Bank Guarantee.

17.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 conditions beyond the Second Party's control, subject to what is stated in the following sub paragraphs and the procedures detailed there is 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 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 Second Party's premises. The Second Party'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 15 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the Second Party informs the STPI in writing that the Second Party considers himself entitled to an extension of the time limit.
- That the Second Party 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 the responsible authorities.
- That the Second Party proves that the said conditions have actually interfered with the performance of the Agreement.

18. ARBITRATION

All disputes, differences, claims and demands arising under this MSA shall be referred to arbitration of a sole arbitrator to be appointed by the DG, STPI.

The provisions of the Arbitration and Conciliation Act, 1996 and all its amendments till date 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.

19. Jurisdiction

The Courts at New Delhi shall have the jurisdiction in case of litigation between the parties.

20. THIRD PARTY CLAIMS

The Second Party (the "Indemnifying Party") undertakes to indemnify MeitY/ STPI (the "Indemnified Party") from all losses, claims for damages on account of bodily injury, death and damage to real property, tangible/ intangible personal property.

21. LIMITATIONS OF LIABILITY

Notwithstanding any other term contained in this Agreement, the total cumulative liability of each party under the terms of this Agreement shall not exceed the total fees actually received by "SECOND PARTY/BPO-ITES UNIT" from the STPI for the services that gives rise to such liability during the twelve month period immediately preceding such claim and in no event shall each party be liable to the other party for

any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of this Agreement, even if that party was advised about the possibility of the same.

“SECOND PARTY/BPO-ITES UNIT” shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by STPI or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that “SECOND PARTY/BPO-ITES UNIT” is delayed or prevented from performing its obligations due to such failure or delay on the part of STPI, “SECOND PARTY/BPO-ITES UNIT” shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which “SECOND PARTY/BPO-ITES UNIT” is delayed or prevented from performing its obligations due to such failure or delay on the part of STPI.

22. NON WAIVER

Waiver of any breach of the provision of, or any default under the contract must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising or any omission to exercise any right or remedy accusing to either Party under the contract shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

EXECUTED under hand in three originals the day and year first before written

SIGNED for and on behalf of THE SECOND PARTY

BY _____

Signature _____

Title _____

Company Stamp/Seal

Witness _____

SIGNED for and on behalf of THE FIRST PARTY

BY _____

Signature _____

Title _____

Company Stamp/ Seal

Witness _____

ANNEXURE-I

IMPLEMENTATION TIMELINES

Sl. No	Activity	Time Periods
1.	Award of In-Principle Approval (IPA) to the successful bidder	T0
2.	Signing of Master Service Agreement (MSA)	T1 : T0 to T0+02 weeks
3.	Commencement of BPO/ITES operations	T2 : T0 to T0+06 months T2: T0 to T0 + 09 months (with penalty as per Para 8(i) of RFP dates 12.02.2017)
4.	Report to STPI about commencement of operation	T3 : T2 to T2+02 weeks
5.	Request for release of financial support (First Installment) as per the agreed amount and submission of Bank Guarantee (BG)/Performance Bank Guarantee (PBG).	T4 : T2 + 03 months to T2+06 month
6.	Release of Bid Security Deposit (BSD)/Earnest Money Deposit (EMD)	T5 = T4
7.	Request for release of financial support (Second Installment) as per the agreed amount and submission of Bank Guarantee	T6 : T4+ 03 months to T4 + 06 months

Sl. No	Activity	Time Periods
	(BG)	
8.	Request for release of Special Incentives for wider dispersal	T7 : T4
9.	Request for release of Special Incentives other than incentive for wider dispersal	T8 : T2 + 12 months
10.	Request for release of Bank Guarantee	T9 : After T4 + 24 months : After T6 + 24 months
11.	Request for release of Performance Bank Guarantee	T10 : After T4 + 24 months

Note:

- The timeline shown above is the maximum allowable time frames for each activity.
- The timelines are as per English calendar days.
- Unless and until stated, all the activities pertaining IBPS after issuing of the IPAs to successful bidders will be executed through IBPS portal (<https://ibps.stpi.in/>).

ANNEXURE-II

LIST OF ADMISSIBLE ITEMS FOR CAPITAL SUPPORT

Sl. No	Activity
1	Servers with OS
2	Software and Hardware per license cost for BPO/ITES operations
3	Networking Equipment (Switches, Routers, Firewalls, Voice/Video Conferencing Gateways)
4	Workstations (Desktop, Laptop, Tablets, IP phones, Headsets)
5	Data Storage
6	Structured Cabling
7	UPS
8	Printer, Copier, Scanner & Projector
9	Refrigerator & Water Purifier
10	Fire & Security Items
11	Computer Furniture
12	Electrical wiring & fittings
13	Central Air-conditioning equipment, air-conditioning System
14	Captive Diesel Generating Set and transformer of capacity commensurate with the actual requirement of the unit , solar power / Non-conventional Energy Generation Set (OPTIONAL)*
15	Fax Machine
16	Private automatic branch exchange
17	Data Communication Equipment, Modem & VSA
18	Other misc. goods not exceeding 5 % of the total cost of above items including Tools, kits and Spares

* The Second Party may avail incentive on Generating Set from the State Govt., if needed.

Note: Any item not covered above shall be decided by and permitted by IBPS Management Committee (IMC).

Appendix-N - Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. In case of any recurring issues encountered in the site, the bidder should inform STPI by written request /email, latest by 2 PM on the last day of bid submission.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline/online" to pay the tender fee / BSD as applicable and enter details of the instrument.
- 4) Bidder should prepare the BSD (Bid security Deposit) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted

instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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