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Dt. 12.02.2017

**RFP for Selection of Companies willing to setup BPO/ITES
Operations in North Eastern Region
under**

**North East BPO Promotion Scheme
(NEBPS)**

Invited by



SOFTWARE TECHNOLOGY PARKS OF INDIA

**Ministry of Electronics and Information Technology (MeitY)
Government of India**

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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.
- + Bid shall mean complete set of documents submitted by a Bidder against the tender for “BPO Operations in North Eastern Region”.
- + **Bidder** means an entity/Company who has intention to participate in the tender invited by STPI.
- + **BPO** – Business Process Outsourcing (includes TES). 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.
- + **Gov** - shall mean the Government of India.
- + **IPA** - In-Principle Approval issued to successful bidder.
- + **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 Government of NER or any other Government or regulatory authority or political subdivision of government agency.

- ✚ **MeitY** - Ministry of Electronics and Information Technology
- ✚ **MSA** - Master Service Agreement is a joint agreement between STPI and selected bidder who has accepted the IPA.
- ✚ **NDA** - Non-Disclosure Agreement
- ✚ **NEBPS** - North East BPO Promotion Scheme
- ✚ **NMC** - NEBPS Management Committee.
- ✚ **NER** – North East Region
- ✚ **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.

1. INTRODUCTION

1.1. The Ministry of Electronics and Information Technology (MeitY), Government of India has notified the “North East BPO Promotion Scheme (NEBPS)” 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 local youth in the North Eastern Region (NER), by promoting the IT/ITES Industry particularly by setting up the BPO/ITES operations.
- (ii) Promotion of investment in IT/ITES Sector in NER in order to expand the base of IT Industry and secure balanced regional development.

1.2. The details of the scheme along with administrative approval are available at www.meity.gov.in/nebps.

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 NEBPS.

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

2. SALIENT FEATURES OF NEBPS

2.1. The NEBPS aims to incentivize establishment of 5000 seats in respect of BPO/ITES operations in the States of Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura, through the following financial supports in the form of Viability Gap Funding (VGF) to eligible Companies:

2.2. 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.

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

- (i) **Training Incentive:** Upto 50% of training expenditure with cap of Rs. 6,000/employee for total regular employees up to the 1.5 times (**employment target**) the number of approved seats of BPO/ITES operation (e.g. For 100 seats BPO/ITES operation, training incentive can be availed for max. 150 regular employees)

- (ii) **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:

Diversity & Inclusion	Special Incentive (% of eligible capital support)
50% women employment	5%
75% women employment	7.5%
4% employment for persons with disability	2%

- (iii) **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%

- (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 where BPO/ITES operations are being established).

2.4. 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 Seat-Slab [Ref. Para 6.3(ii)] across NER.

2.5. 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.

3. ELIGIBILITY CRITERIA

The bidder would be required to meet the following conditions:

- 3.1. The bidder should be registered in India under The Companies Act, 1956 or The Companies Act, 2013 (as amended till date), as applicable.
- 3.2. The bidder must be willing to set up BPO/ITES operations, with a minimum of 50 seats capacity at one location (city/town). However, the bidder would be at liberty to quote for a maximum of 1500 seats including the seats already approved/allotted either (a) at one location (city/town) or (b) at multiple locations (city/town) in the NER.
- 3.3. The bidder must commit to operate for a minimum period of 3 years.
- 3.4. 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 3.2 above. [Minimum 2000 Sq. Ft. super area including utilities etc. for 50 seats or @ 40 Sq. Ft. per seat].
- 3.5. The bidder should have achieved a minimum average annual turnover during the last 3 financial years, as per total number of seats applied under NEBPS, detailed as follows:

S. No.	Number of Seats/Applicant	Minimum average annual turnover of last 3 FYs (Rs. in Crore)
(i)	50	1
(ii)	51-100	2
(iii)	101-500	5
(iv)	501-1000	10
(v)	1001-1500	15

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 North East BPO Promotion Scheme (NEBPS) 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 NEBPS. 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.

- 3.6. The bidder must commit to employ at least 1.5 times the number of seats (**Employment Target**), for a period of 3 years, for which the bid is submitted and claim for financial support is to be subsequently made, after the commencement of BPO/ITES operations.
- 3.7. The bidder should have positive net worth as on 31-03-2016 or last audited financial year, duly certified by a Chartered Accountant.
- 3.8. 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 an Authorized Signatory.
- 3.9. Bidders who have existing units (not established under NEBPS) 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 NEBPS.
- 3.10. The Bidders who have applied in previous rounds of NEBPS are allowed to expand their setup (established or approved under NEBPS) 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 number of seats to one bidder will be limited to 1500 including the seats already approved/allotted.**

Note: For meeting the employment target, bidder is not allowed to share employees among seats allocated in different rounds of NEBPS 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.

4. ISSUE OF RFP DOCUMENT

This RFP document is available at www.meity.gov.in/nebps, <http://eprocure.gov.in>, www.stpi.in and www.guwahati.stpi.in. The bidders can also secure a copy of the RFP

Document from the office of DG, STPI or Director, STPI, Guwahati, on the payment of Rs. 300/- in cash. The bidders would be required to submit their bids, along with the tender fee of Rs. 5000/- (Five thousand only). Bidders would be required to submit the tender fee online, and proof of online transfer of tender fee should be submitted along with Technical Bid. The Account details for making online transfer of tender fee/bid security 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

5. IMPORTANT DATES

Date of publication, sale of RFP document/Download	12-02-2017
Last date for submission of written queries for clarifications	20-02-2017 (5.00 p.m.) e-mail: nebbs@stpi.in
Pre-bid meeting	23-02-2017 (11.30 a.m.) STPI HQs, 9th Floor, NDCC – II Building, Jai Singh Road, New Delhi – 110001.
Bid Submission Start Date	08-03-2017
Bid Submission End Date	20-03-2017 (3.00 p.m.)
Bid Opening Date	20-03-2017 (3.30 p.m.) or any other subsequent date/time

6. BIDDING PROCESS

6.1. Language of the Bid

The bid must be submitted 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. Correspondence and Bid Submission

All correspondence and submission of the bid 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: nebps@stpi.in
Phone: 011-23438188
Fax: 011-23438173**

6.3. Submission Of Bids

- (i) The Bidders would be required to submit its bid in Two-Bid Format, with Technical and Financial Bids sealed separately, along with Bid security [Bid Security would be Rs 5000 per seat]. The Bidder would be required to put these two sealed envelopes (i. Technical Bid along with proof of tender fee and BSD/EMD along with UTR number (separate slips), ii. Financial Bid) in a big envelope duly sealed and send it to the STPI-HQ at the address mentioned in clause 6.2 above by or before the Due Date. The Formats for Technical and Financial Bids are at Appendix-B and Appendix-F respectively.
- (ii) The Bidder need to submit bid in one of the following seat-slab across NER:

Seats Slab (SS) in NER	Number of Seats in a Slab ^{*#}	Minimum Average Annual Turnover of last 3 FYs (Rs. in Crore)
SS0	50	1
SS1	51-100	2
SS2	101-200	5
SS3	201-400	5
SS4	401-500	5

SS5	501-1000	10
SS6	1001-1500	15

*

A bidder with higher turnover can always apply for lower numbers of seats e.g. a bidder having average annual turnover during last 3 financial years as Rs.10 crore can apply for minimum 50 seats (In Seat Slab SS0) to maximum 1,000 seats (In Seat Slab SS5) across NER 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 NEBPS. Bidder should only bid for remaining qualifying number of seats.

Note: The number of seats available for bidding is approximately 3700 which may vary subject to utilization of seats allocated in previous rounds of bidding

- (iii) Bidder will give single bid in single Seat-Slab only for whole NER. However, bidder may choose to setup BPO/ITES operations at a particular location or multiple locations within a State (minimum 50 seats at one location) or in other States. e.g. 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 in different States with minimum 50 seats at one location.
- (iv) The bid should be signed and sealed by an authorized signatory (possessing power of attorney) on each page of the bid document including enclosures and prescribed formats. Full name and designation of the authorized signatory should be clearly mentioned.

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

Part A. Technical Bid:

- (I) Covering letter as per **Appendix-A**.
- (II) Technical Eligibility as per **Appendix-B**
- (III) Bidder's Client references as per **Appendix- C**
- (IV) Declaration regarding clean track record as per **Appendix-D**

Part B. Proof of tender fee and BSD/EMD along with UTR number (separate slips).Financial Bid:

The bidders may participate for setting up BPO/ITES operations with a minimum of 50 capacity seats at one location (City/Town) or maximum of 1500 seats (including the seats already approved/allotted) either at one location or multiple locations in the NER. The Financial bid should be submitted in the Format as per the Appendix-F. The Bidders may please note that there would be a uniform amount of Capital Support for a given Seat-slab across NER, determined through this bidding process.

6.6. Bid Security Deposit

- (i) The Bidder needs to submit the Bid Security Deposit (BSD), as flat Rs. 5000 (Five thousand) per seat. There will be no exemption from submitting BSD.
- (ii) BSD should be submitted online, and proof of online transfer of BSD along with UTR number should be submitted with the bid. Account details for making online transfer are given at Clause 4 Bids without the BSD will be summarily rejected. The Bid Security shall be refunded without interest to the Successful Bidder on submission of **Performance Bank Guarantee, 5% of total approved amount of 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 (nebps@stpi.in), 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 by a duly Constituted Committee in the presence of the bidder(s) or their authorized representative(s), who may opt to be present. At this stage, the main Big envelope containing three sealed envelopes of Technical Bid, Financial Bid and Bid Security would be opened. Consequently, the envelope containing the technical bid will be opened. Further, the envelopes containing the Financial and Bid Security will be kept securely without opening, after being duly signed by the Committee on the body of the envelopes.
- (ii) (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. The Financial Bids will be opened by a duly constituted Financial Evaluation Committee in the presence of the bidder(s) or their authorized representative(s), who may opt to be present.
- (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 Director General, 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 Financial bid in the technical bid envelop.
 - If the Bid is submitted for more than 1500 seats including the seats already approved/allotted across NER.
 - If the bid is submitted for more than the cap of capital support i.e. Rs.1 Lakh/seat.
 - Submission of bid in multiple Seat-Slabs.
 - Submission of bid in a Seat-Slab which is not in-line with minimum average annual turnover of last 3 FYs.
- (vi) The financial bids of the eligible bidders shall be evaluated as per the following approach:
- The bids under NEBPS will be evaluated in a Round Robin manner as per Seat Slabs.
 - Bidder will give one bid in one Seat-Slab only, subject to fulfilling turnover criteria as per Section 3.5 and other terms and conditions. However, bidder may choose to setup BPO/ITES operations at a particular location or multiple locations within the NER (minimum 50 seats at one location).
e. g., for 300 seats bid @ Rs. 80,000/Seat the bidder may set up either 300 Seats BPO unit at one location or 100 Seats BPO unit in 3 different locations. The agreement and subsequent disbursement will be made separately for each location.
 - The lowest bidders (L1) for all Seat Slabs will be determined. Then the bidder claiming the lowest among all Seat Slabs will be declared successful first. Subsequently, the lowest bidder in ascending order from the other Seat Slab in NER will be declared successful in a Round Robin manner.
e.g.,

Seat-Slab	Bid amount in ascending order	Winner (L1)
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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 for the respective seat-slab and on its acceptance such bids would be treated as successful bids, subject to availability of seats.
- (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 previous round(s) of bidding or for any other bonafide reasons, STPI would be at liberty to go for fresh round of bidding.

8. TERMS & CONDITIONS RELATING TO COMMENCEMENT OF BPO OPERATIONS, DISBURSEMENT OF FINANCIAL SUPPORT AND PROCEDURE THEREOF

- (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 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.
 - 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.

*

For consideration in employment target technical and management staff should be atleast 85% of total employees while support staff can be upto 15% of total employment provided.

- (iii) **Disbursement of Capital Support:** The approved capital support will be disbursed in two installments as under:
- a. **First Installment shall be up to 50% of the total capital support, to 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 any time after three months from commencement of operation but not later than six months from commencement of operation.
 - b. **Release of second installment of capital support:** Second installment will be calculated on pro-rata basis for the remaining amount of capital support, 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 1st installment from commencement of operation	Disbursed amount of capital support in 1st installment (Max. Rs. 40 Lakh)	Achieved average monthly Employment Target (E.T.) at the time of claiming 2nd installment from commencement of operation	Disbursed amount of capital support in 2nd installment (remarks) [(X% of E.T. * Total capital support) – disbursed amount in 1st 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 1st 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 1st 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 1st 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 1st installment hence unit is able to get full capital support on achieving the 100% E.T.)

(v) Disbursement of Special Incentives:

- a. **Training Incentive:** is to be provided with/after the disbursement of 2nd installment without Bank Guarantee on production of documentary proofs of employment as per Para 8(ii) above subject to fulfillment of other terms and conditions.
- b. **Incentive for diversity & inclusion:** This incentive will be provided on subject to fulfillment of at least 50% of employment target.
- c. **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.
- d. **Incentive for promoting local entrepreneur:** As per para 2.3(iv)

These special incentives (b), (c) 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 other terms and conditions.

- (vi) The BPO Unit would be required to furnish a Performance Bank Guarantee of 5% of the total approved capital support amount from a Nationalized Bank, valid for a

- period of 3 years before the release of first installment under Capital Support (excluding period of claim).
- (vii) No support towards Operational Expenditure (OPEX) would be provided to the BPO Unit.
- (viii) STPI Hqs 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.
- (ix) **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.
- (x) **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.
- (xi) **Liquidated damages (penalty)**
If the successful Bidder fails to meet the Employment Target i.e. average employment of the last **three years** (Based on which the capital support was released), STPI may invoke the **Performance Bank Guarantee** as per the performance and exit management criteria.
- (xii) **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.

(xiii) **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.

(xiv) **Jurisdiction**

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

(xv) **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.

(xvi) **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.

(xvii) **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 (1st& 2nd Installments) 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 North Eastern Region 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 CALL CENTER/BPO 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 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 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 Operations.

9.11. Termination of Agreement

STPI reserves the right to invoke **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 NMC, 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.

10. 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.
 - 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 three 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 3 years. In case of short fall, Performance Bank Guarantee would be

- invoked & amount would be refunded on pro-rata basis and the balance would be retained by STPI for NEBPS.
- 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 **Performance 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 **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 NEBPS.
- f. In case the average employment is less than 50% of the employment target, **Performance Bank Guarantee** would be invoked by STPI & the BPO Unit will not be eligible for any refund.
- (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 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

11. SCOPE OF WORKS

11.1. Setting Up BPO 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.

11.2. 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.

11.3. Recruitment of Manpower and Training

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

11.4. 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.

11.5. Marketing of BPO Services

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

11.6. 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.

11.7. 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

11.8. 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.

12. LIST OF APPENDICES

- Appendix - A. A:Covering 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 Performance Bank Guarantee
- Appendix - I. In-Principle Approval Format
- Appendix - J. MSA Format
- Appendix - K. Implementation Timelines

APPENDIX – A: COVERING LETTER

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

Sub: Setting up of BPO/ITES operations under the “North East BPO Promotion Scheme (NEBPS)”

Ref: RFP No.

Sir,

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

All the provisions of this RFP Document and corrigendum(s) are acceptable to *M/s ABC Company*. The undersigned is authorized signatory on behalf of *M/s ABC Company* and is, therefore, competent Authority to submit this Bid (Power of Attorney Enclosed). The proof of online submission of Tender fee of Rs. 5000/- and Bid Security Deposit is enclosed with the Technical Bid.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address, Email & Contact Number

APPENDIX – B: FORMAT FOR TECHNICAL ELIGIBILITY

S. No.	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 at least 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 at least 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 at least 3 years for setting up BPO/ITES operations.			
4.	Annual turnover of the eligible Indian company as laid down in the eligibility	Copy of Balance Sheet/Chartered Accountant		

	<p>criteria.</p> <p>Please provide details as Table-A below.</p> <p>In case of Consortium please provide details as Table-B below.</p>	<p>Certificate.</p> <p>Copy of IT Returns for immediate past 3 years.</p>		
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.		
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 along with location wise seats distribution as per Table-C			

11	Contact details as per Table-D			
12	Bidder Bank Account detail 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

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

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

Total seats across States		
----------------------------------	--	--

Table D: Contact details of bidder

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

Email ID 2				
-------------------	--	--	--	--

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:

Table–D: Bidder Bank 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.

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,

The 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 **NEBPS**.

I hereby declare that M/s _____(Company Name)_____ 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.	<i>Item Description</i>
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 NEBPS Management Committee (NMC).

APPENDIX – F: FORMAT FOR FINANCIAL BID

Seats Slab (SS)	Number of seats in a Seat-Slab	Location and seat details [City (State) - No of seat] e.g., Dimapur (Nagaland) – 100	Bid amount per Seat *for Viability Gap Funding (VGF) (Rs. in figures)	Bid amount per Seat for Viability Gap Funding (VGF) (Rs. in words)
SS0 (50)				
SS1 (51-100)		(i) (ii)		
SS2 (101-200)		(i) (ii) ..		
SS3 (201-400)		(i) (ii) ..		
SS4 (401-500)		(i) (ii) ..		
SS5 (501-1000)		(i) (ii) ..		
SS6 (1001-1500)		(i) (ii) ..		

(Authorized Signatory for the Bidder)

Name: _____

Date: _____

Contact Number: _____

E-mail: _____

Note:

- 1) Only ONE row (seat-slab) to be filled by bidder
- 2) The bidder to quote the most reasonable amount of Capital Support (VGF) subject to the ceiling of Rs.1 lakh/seat.
- 3) Total number of seats proposed not to exceed 1500 seats per bidder including the seats already approved/allotted.
- 4) Minimum number of seats per location is 50 (bids for less than 50 seats is liable to rejection).

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 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) along with Training Support as per the agreed amount	T6 : T4+ 03 months to T4 + 06 months
8.	Request for release of Special Incentives other than Training Support	T7 : T2 +12 months to T2 + 36 months
9.	Request for release of Performance Bank Guarantee (PBG)	T8 : After T4 + 36 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 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 NEBPS and the Master Service Agreement (MSA) signed between STPI & M/s on for the work of setting up of BPO/ITES operations at “.....” under NEBPS (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 North East BPO Promotion Scheme (NEBPS)-reg.

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

- 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 NEBPS as per the details given below:-

Location[State, City/Town(s)]	Number of Seats/Location	Capital Support per seat * (VGF)
(1)	(2)	(3)

*

Upto 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.

- M/s ABC Company shall be under obligation to commence its BPO operations within 6 months, from the date of issue of this IPA.
- 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:

- IP:S&ITS Division, MeitY
- Secretary (IT) of the concerned State in NER

APPENDIX –J: MSA FORMAT

Master Service Agreement(MSA) for Setting up of BPO/ITES operation at “XYZ city/town” under NEBPS

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 IT, Govt of India, located 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.

WITNESSTH

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 North East BPO Promotion Scheme (NEBPS).

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 North East 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 in the North Eastern Region (NER) through BPO operations.

Capital Support: Upto 50% of one time expenditure incurred on admissible items (**Annexure-II**) or Rs..... 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 operations and to meet the obligations of the RFP. The RFP document refers to the RFP document dated

BPO: The facility setup and operated by the selected bidders in the North East Region.

1. The terms and conditions contained in RFP issued vide STPI's No. dated 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 Operations.

3. Capital Support

3.1 Upto 50% of one time expenditure incurred on admissible items (**Annexure-II**) or Rs. 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 '.....' number of seats and operate it for a minimum period of Three Years from the date of commencement of the BPO 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:

- (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.
- (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.

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

First Installment shall be upto 50% of the total capital support, to 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 three months from commencement of operation but not later than six months from commencement of operation.

Release of second installment of capital support: Second installment will be calculated on pro-rata basis for the remaining amount of capital support, 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.

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.)

5.4 Disbursement of Special Incentives:

a) Training Incentive.

The special incentive (a) is to be provided with/after the disbursement of 2nd installment without Bank Guarantee on production of documentary proofs of employment as per Para 8(ii) above subject to fulfillment of other terms and conditions.

b) Incentive for diversity & inclusion: This incentive will be provided on subject to fulfillment of at least 50% of employment target.

c) 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.

d) Incentive for promoting local entrepreneur: As per para 2.3(iv)

These special incentives (b), (c) 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 other terms and conditions.

5.5 The BPO Unit would be required to furnish a Performance Bank Guarantee of 5% of the total approved capital support amount from a Nationalized Bank, valid for a period of 3 years before the release of first installment under Capital Support (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

- To monitor the implementation of the Project, review its performance and provide regular feedback to NMC.
- To release appropriate capital support to the eligible companies after verification of the documents and other checks & balances.
- 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:

- Setup BPO/ITES operations in North Eastern Region, at the approved location.
- Generate business from the Open Market.
- Operate & Maintain the facility at least during the entire contract period.

- Absorb all the risk and costs associated with setting up and O&M phases of the BPO operations.
- Encourage employment of local youth of NER for the BPO operations.
- Employ at least 1.5 times the number of seats (employment target), of the total quoted seats.
- 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) 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 NEBPS).

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:

- a. 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.
- b. 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.
- c. 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 three 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 Second Party claims full amount of bid, based on achieving the employment target, the Unit needs to insure the employment target in the next 3 years. In case of short fall, **Performance** Bank Guarantee would be invoked & amount would be refunded on pro-rata basis and the balance would be retained by STPI for NEBPS.*
- e. *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:*
 - (i) Full amount of **Performance** Bank Guarantee released if the Unit maintains the average pro-rata employment target.
 - (ii) If there is a short fall in the average pro-rata employment, corresponding to the incentives then the **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 NEBPS.
- f. *In case the average employment is less than 50% of the employment target, **Performance** Bank Guarantee would be invoked by STPI & the Second Party will not be eligible for any refund.*

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 **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:

- Creation of Interiors
- Technical infrastructure such as Servers, Storage, Printers, Fax, EPABX etc.
- Network Connectivity: Internet, LAN, etc.
- Call Center/BPO Hardware/Software as required
- 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*.**

- 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
- 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:

- Remuneration/Salary: The *Second Party* shall have sufficient funds to meet the remuneration/salary requirements of the manpower.
- Support Infrastructure: The *Second Party* shall renew the AMC regularly for AC, UPS, DG, Building Management System etc. uninterrupted operations of the business.
- Technical Infrastructure: The *Second Party* shall form O&M team consists of Project Manager, Call Center/BPO Expert, System Administrator, Network Administrator, etc.
- 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

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

13.8 MANAGE RISKS

- 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.
- 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.
- 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 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 **three** years (Based on which the capital support were released), the First Party shall invoke the **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 the Second Party/BPO-ITES unit 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.

The 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 the Second Party/BPO-ITES unit is delayed or prevented from performing its obligations due to such failure or delay on the part of STPI, the 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 two 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

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))
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 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) along with Training Support as per the agreed amount	T6 : T4+03months to T4 + 06 months
8.	Request for release of Special Incentives other than Training Support	T7 : T2 +12 months to T2 + 36 months
9.	Request for release of Performance Bank Guarantee	T8 : After T4 + 36 months

Note:

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

ANNEXURE – II: 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 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 NEBPS Management Committee (NMC).

-----End of Document-----