

सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ़ इंडिया
SOFTWARE TECHNOLOGY PARKS OF INDIA
इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार)
Ministry of Electronics & Information Technology, Govt. of India
वेबेल एसटीपी II बिल्डिंग, दूसरी मंजिल,
डीएन - 53, सेक्टर- V, साल्ट लेक, कोलकाता-700091
Webel STP II Building, 2nd Floor,
DN - 53, Sector- V, Salt Lake, Kolkata-700091.
Website: www.kol.stpi.in
TENDER NO.: STPI/KOL/PUR-13-II/2022/QTN-01 dated: 22.06.2022

एसटीपीआई-कोलकाता और इसके उप केन्द्रों में अंत-समाप्ति उपकरण के साथ लोकल लूप कि आपूर्ति, स्थापना और रखरखाव सेवाओं के लिए ऑनलाइन निविदा

सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ़ इंडिया, कोलकाता और इसके उप केन्द्रों में अंत-समाप्ति उपकरण के साथ लोकल लूप कि आपूर्ति, स्थापना और रखरखाव सेवाओं के लिए योग्य, ख्याति प्राप्त एजेंसी को चयन करने के लिए निविदा नीचे दिए गए विवरण के अनुसार आमंत्रित किया जाता है।

ऑनलाइन निविदा जमा करने की अंतिम तिथि **12.07.2022 अपराह्न 03:00** बजे तक है और तकनीकी निविदा तिथि **13.07.2022 अपराह्न 03:00** बजे खोला जायेगा।

मनजीत नायक
निदेशक
एसटीपीआई-कोलकाता

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Tender for Empanelment of vendor(s) for Supply, Installation, Commissioning & Maintenance of Last Mile Connectivity including end-termination equipment towards local loop services for STPI-Kolkata and It's Sub centers.

Software Technology Parks of India (STPI) - Kolkata invites Two Bid system (Technical & Commercial) Online proposal from reputed vendor(s) for Empanelment for provisioning, installation, maintenance and monitoring of last mile connectivity for Kolkata & its sub centers.

The important dates are mentioned below:

Tender No.	STPI/KOL/PUR-13-II/2022/QTN-01.
Mode of Submission of Bid/s	THROUGH ONLINE ONLY. No bid will be accepted by hand or by post or courier or any other mode.
Date of Publishing of tender document	22.06.2022.
Last date for submission of Online Bid	12.07.2022 on or before 03:00PM.
Place of submission of Bid	Through http://eprocure.gov.in/eprocure/app only.
Date of Technical Bid opening	13.07.2022 at 03:00PM.
Place of opening of Bid	Software Technology Parks of India Webel STP II Building, 2nd Floor, DN - 53, Sector- V, Salt Lake, Kolkata-700091.
Pre Bid Meeting	27.06.2022 at 04:00PM at Software Technology Parks of India, Webel STP II Building, 2nd Floor, DN - 53, Sector- V, Salt Lake, Kolkata-700091.
Tender Document Fee	NIL.
EMD (NEFT ONLY)	Rs.65,000/-(Rupees Sixty Five Thousand only).
Performance Security (Bank Guarantee)	Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only).
Bank Account Details of STPI-Kolkata	Name of the Bank : Bank of India. Address: Plot No. : Y6, Block – EP, Sector – V, Saltlake, Kolkata – 700 091, W.B. Account No. : 407110110005847. IFSC Code : BKID0004071. MICR Code : 700013101. Account Type : Savings.

Prospective bidders desirous of participating in this tender may go through [www. https://kolkata.stpi.in](https://kolkata.stpi.in) or <http://eprocure.gov.in/eprocure/app> for details and may apply **ONLINE** through <http://eprocure.gov.in/eprocure/app> only.

Manjit Nayak
Director
STPI-Kolkata

SECTION – I

Scope of Work

The Empanelled vendor(s) shall provide Last mile connectivity service from STPI-Kolkata & its Sub centers/ PoPs to prospective client's premises and to maintain, repair & monitor the same. The list of sub centers are given in Annexure – II. These guidelines define the broad areas of work, which the selected service provider shall perform for the entire period of 01 (One) years from the date of empanelment.

1. Feasibility Stage:

- 1.1 Feasibility study of last mile services as and when demanded by STPI-Kolkata & its Sub centers as per Form – III of Section-V.
- 1.2 Feasibility report shall be submitted to STPI-Kolkata & its Sub centers within 05 working days from the date of requisition.
- 1.3 Failing to submit feasibility report within above mentioned period continue three (03) times, the empanelled vendor may be treated as non-responsive for this requirement and empanelment may be discontinued.
- 1.4 Feasibility report should be valid for a period of 120 days from the date of submission of the report.
- 1.5 The distance in feasibility report must be calculated from the nearest POP of bidder/s.

2. Implementation Stage:

- 2.1 The bidder has to implement & ensure a reliable physical connectivity over Last Mile media between premises of all STPI centers/ PoPs and its customer premises as committed by the empanelled vendor in the last mile feasibility report.
- 2.2 The empaneled vendor has to connect STPI Locations (NOC) to their nearest PoP/s within One Month from issue of empanelment letter by STPI-Kolkata.
- 2.3 This activity has to be completed by the empanelled vendor within 15 days from the date of issue of Work Order by the STPI centers for a particular link; along with submission of the Last Mile commissioning report (Form-II of Section-V) by empanelled vendor(s).
- 2.4 When any empanelled vendor fails to commission the service within the above mentioned timeline, the empanelled vendor may be treated as non-responsive for this requirement and subsequently STPI may take the service from other empanelled vendor, if any.

3. Operation & Maintenance Stage:

- 3.1 The Operations & Maintenance of last mile connectivity shall be carried out by the respective empanelled vendors in prior consultation with STPI.
- 3.2 The support from the empanelled vendor shall also include advice regarding any specific action to be taken by STPI management as and when required with regards to performance, planning etc.
- 3.3 The successful bidder shall not further sub-contract whole or part of this assignment to any third party without the prior written permission of STPI. In case, the necessity arises to sub-contract, in such instances STPI shall be kept informed about such arrangements and the vendor empanelled shall be the single point of contact for STPI.

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SECTION –II
ELIGIBILITY CRITERIA

Online proposal in Two Bid (Technical & Commercial) system is invited from reputed vendors fulfilling the following eligibility requirements as listed below:

- a. The bidder must be a Agency /Company /Proprietorship Firm /Partnership Firm with valid License for the above work. The bidder must upload valid documentary evidence.
- b. The Annual Turnover of the bidder for **last Three F.Y. 2018-19, 2019-20 & 2020-21** should be minimum of **1(One) Crore in EACH Financial Year**. Documentary evidence must be uploaded.
- c. The bidder should have experience in successful delivery of similar works (Provisioning, Installation, Maintenance and Monitoring of last mile connectivity) with a minimum last mile bandwidth of 10 Mbps for at least 05 years or more. Purchase Order/ Work Order/ Supporting documents have to upload by the bidder as evidence.
- d. The bidder should be able to provide last mile services within the entire city of STPI-Kolkata & its Sub centers.
- e. **The Bidder must have their nearest POP at Saltlake including Sector – V and New Town for STPI- Kolkata center.**
- f. Bidder(s) should upload the details of their nearest existing termination/ PoP in the locations along with feasibility to provision connectivity to respective PoPs of all STPI centers.
The bidders should have tie up with reputed last mile equipment OEMs, in case different products are used to establish last mile network.
- g. **The bidder would ensure that the last mile circuits provisioning do not violate regulations as laid down by the Order/ Direction of Local Authority/ Local Statutory body/ Govt. of West Bengal/ Govt. of India / TRAI etc. in respect of such links/networks. Bidder will be responsible for making all the payments**

towards the last mile licensing charges, right of way charges etc., to respective Government bodies/ agencies.

- h. Bidder has to upload the detail of their bank account (Account holder name, Account no., Bank name & branch, IFSC code etc.) for releasing their EMD/ any payments (as and when required).
- i. EMD of Rs.65,000/-(Rupees Sixty Five Thousand)only in the form of NEFT from any of the commercial banks drawn in favour of **“Software Technology Parks of India”** payable at **Kolkata** and has to upload the NEFT transaction slip along with the bid as proof and our accounts verification.
- j. The Bidder should upload escalation matrix up to 03 levels (minimum). regarding last mile connectivity problems.
- k. Declaration that the Bidder has not been debarred / black listed by any reputed Government / Semi-Government organization for quality of services / product and that there is no major complaint against the quality of service / products by any organization. The declaration must be uploaded in company letter head stamp & sign.
- l. The bidder must upload the copy of PAN and GST.
- m. **Bidder has to sign & seal in each page of this tender document and upload.**

Details of STPI Kolkata A/C for NEFT are given below

S. No.	Particulars	Details
1	Account Holder Name	Software Technology Parks of India
2	Account Type-SB A/c No.	407110110005847.
3	Bank Name	Bank of India.
4	Branch Name	Sector - V (Saltlake).
5	IFSC Code	BKID0004071.
6	MICR Code	700013101.
7	Branch Code	4071.

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SECTION – III
INSTRUCTIONS TO BIDDERS (ITB)

1. Introduction

1.1 Software Technology Parks of India (STPI), an autonomous society under the Ministry of Electronics and Information Technology, Government of India, was established by Government of India in 1991 with the objective of boosting Software Exports from India. STPI has been the critical support agency for the Indian Information Technology industry for the Statutory services, Technology services, Incubation services, Industry promotional and Government interfacing services. STPI's Industry promotional and Service provider role has played a seminal role in creating the success story of Indian IT offshore industry. STPI is headquartered in the national capital of New Delhi and has its branch offices at 62 different towns and cities across India. Software Technology Parks of India (STPI) provides Internet (SOFT link) services to IT industry & educational institutions.

1.2 Data Communication Services of STPI

STPI is one of the first Data Communication carriers in India. STPI holds a Category- A ISP license, having operational jurisdiction covering entire country of India. However, STPI's clientele is primarily the Indian IT Industry & educational institutions. As such, STPI caters to the premium segment and therefore in delivering the Last Mile services the quality becomes of utmost concern.

1.3 Purpose of Empanelment

STPI provides premium & shared Internet services to a huge number of IT/ITeS companies & educational institutions across India through its STPI centres & sub- centres. STPI is required to deliver the Internet bandwidth to the customers through Last Mile circuits that are operating on Optic Fiber Cable through different service providers available in the market. STPI intends to have a panel of vendors to provide Last Mile services through the empanelment process. The empanelment process involves technical and commercial evaluation for selection of the panel of vendors/agencies to undertake provisioning, installation, maintenance and monitoring of Last Mile circuits.

2. Validity of Proposals

Proposals submitted by bidder shall remain valid for a minimum of 190 days from last date of submission. STPI may solicit the bidder's consent to extension of bid validity (but without modification in the proposal).

3. Right to Accept Proposal

STPI reserves the right to accept or reject any/ all proposal, to annul the empanelment process and rejects all proposals, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of the Purchaser's action.

4. Bid Security

4.1. The EMD of successful bidder shall be refunded after deposit of Performance Security Deposit or shall be adjusted to the Performance Bank Guarantee or after finalization of the tender.

4.2 The bid security is required to protect the STPI against the risk of bidder's conduct, which would warrant the forfeiture of the security.

4.3 The bid security of the unsuccessful bidder will be returned not later than 30 days after the placement of Empanelment letter by the STPI or after Finalization of the tender; whichever is earlier. EMD of successful bidder will be returned/ adjusted after receipt of Performance Bank Guarantee from the bidder against Empanelment letter issued to them by STPI.

4.4 The EMD may be forfeited if the bidder withdraw their bid during the period of bid validity.

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4.5 The EMD has to be submitted by the bidder along with the forwarding letter as per the Form – IV.

5. Disqualifications

STPI may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder; non-compliance of any one of following shall result in outright rejection of the bid.

- a. Submitted the proposal documents after the deadline for submission of proposal.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- d. Declared ineligible by the Government of India / State Governments / Union Territories for corrupt and fraudulent practices or blacklisted.
- e. Failure of the successful bidder to comply with the requirement of acknowledgment through a letter of acceptance & Performance security shall be sufficient ground for the annulment of the acceptance of the proposal and forfeiture of the bid security.
- f. Any effort by a bidder to modify his bid or influence, from time of opening the proposal till the time the contract is awarded; may result in the rejection of the bid.
- g. Not meeting the minimum qualification criteria.
- h. STPI reserves the right to accept or reject any proposal, and to annul the empanelment process and rejects all proposals, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

6. Preparation of Proposals

6.1 The proposal and all associated correspondences shall be written in English and shall conform to prescribed formats. Any interlineations, without seal & sign in each page of this tender document, erasures or overwriting shall not be valid.

6.2 The proposal shall be typed or printed and shall be duly signed and sealed by the bidder or duly authorized person(s) to bind the bidder to the contract. The letter of authorization should be submitted with the proposal.

6.3 Bid along with required documents as mentioned must be uploaded **ONLINE** only.

6.4 Technical Bid Opening: The Technical bid will be opened at the STPI- Kolkata office on 13.07.2022 at 03:00PM.

6.5 In case the specified date for technical/ financial bid opening is declared as holiday, Software Technology Parks of India – Kolkata may extend the same to the next working day at same time.

7. Notification of Award / Empanelment

7.1 The bidders (L1, L2 and L3 only) who qualify in the technical and commercial evaluation may eligible for receiving the empanelment letter from STPI for delivering the local loop services in the STPI-Kolkata and It's Sub centers. However, L2 and L3 have to agree to provide the services at the rate quoted by L1 bidder (Lowest quoted rate among all the bidders), if L2 and/or L3 disagree then the offer will be given to L4 or so on. In the case of the bidders, who fail to match with the quote with the L1 bidder, their offer will be rejected. The decision of Director, STPI-Kolkata will be final in this regard.

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Allotment of work will be based on value of works on following basis.

Sl. No.	Description / Cases	L1 (% of workL	L2 (% of work allotted)	L3 (% of work allotted)
1	In case no. of technically & commercially qualified bidder is 3 or more, 03 nos. of bidders will be empanelled	60	30	10
2	In case no. of technically & commercially qualified bidder is 2, both the bidders will be empanelled	70	30	N/A
3	In case no. of technically & commercially qualified bidder is only 1	100	N/A	N/A

For example, the first work allotted to L1 is of Rs. 15,000.00 then the second work allotment will be based on value of the second work. If the value of the second work is Rs. 5,000.00 then it will be allotted to L2 (as L1 will have 75% of total Rs.20,000.00) but if the value of second work is 10,000.00 then it will be allotted to L1 only (as Rs. 15,000.00 is 60% of Rs 25,000.00).

7.2 The successful bidder shall have to give their acceptance letter and Performance Bank Guarantee within 15 days of issue of the empanelment letter. Failing which STPI may at its sole discretion to reject the Empanelment/ Work Order.

8. Award of Contract: Empanelment Letter

STPI shall consider empanelment of bidders for providing service of those eligible bidders whose offers have been found technically acceptable.

9. Placement of Local Loop Orders on Empanelment Vendors Proposed Tender document is for empanelment of vendors for local loop service only. The sequence of activities to be followed for order placement is listed below:

- The feasibility report will be requested by the concerned STPI center to the empanelled service provider(s) based on the work allotment table under clause 7.1 above.
- The empanelled vendor need to submit feasibility report as defined in this tender document for last mile between two ends (A end- "STPI" to B end –"Customer's premises"), which will be notified whenever feasibility report will be sought.
- If any empanelled bidder fails to submit feasibility report consecutively three times, his/her empanelment may be annulled.

10. Payment Terms:

- The invoice has to be raised by the Empanelled vendor on successful delivery & Installation of the services for every Quarter only. The payment will be released within 15days through NEFT only.
- The Original Invoice should be submitted to:

The Director
Software Technology Parks of India
Webel STP II Building, 2nd Floor,
DN - 53, Sector- V, Salt Lake, Kolkata - 700091.

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- ii) **The payment for the services provided by the Empanelled vendor for every last mile will be made for Every Quarter after successful delivery of the service to the satisfaction of the customer during the quarter.**

11. Confidentiality:

Proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the empanelment process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of STPI / Government, the Empanelled vendor and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

12. General Terms & Conditions:

12.1. Bids have to submit Online through <http://eprocure.gov.in/eprocure/app> ONLY. Offline bid/s will not be entertained for the tender published in e-procurement platform, if it is, the bid/s will not be received by STPI-Kolkata.

The Technical Bid shall consist of the following must be uploaded:

12.2. Complete Tender Document filled with information along with authorized signature & company stamp in each page.

12.3. Scan copy of NEFT transaction slip towards EMD.

12.4. Scan copies of all the documents as mentioned in eligibility conditions along with authorized signature & company stamp.

12.5. If exemption is claimed from payment of EMD, a copy of Government orders (i.e) DGS&D /NSIC/ MSME Act 2006/Startups as recognized by Department of Industry Policy & Promotion (DIPP)/ certificate allowing such exemption to the firm should be uploaded with authorized signature & company stamp

12.6. Each page of this NIT and its Annexures, comprising 37 (Thirty Seven) pages, has to be authenticated with Digital Signature certificate and enclosed, failing which their bids may be declared non responsive.

12.7. Copy of Registration Certificate issued by NSIC, Govt. of India Enterprise/DG S&D, MSME units registered with District Industries Centre/ Startups as recognized by Department of Industry Policy & Promotion (DIPP)/ Department of Commerce and Industries, Government of West Bengal or with respective State Governments in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security).

12.8. All the documents in support of eligibility conditions are to be uploaded along with Technical Bid. The Tenderers are advised in their own interest to upload the scanned copies of the desired papers/documents with their bids failing which their bids may be declared non responsive.

12.9. STPI reserves the right to carry out the capability assessment of the bidder and STPI's decision shall be final in this regard.

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Submission of Bids:

12.10. Bidder should take into account any corrigendum published on the tender document before uploading their bids.

12.11. Bidder should get ready the bid documents in advance to be uploaded as indicated in the tender document/schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

12.12. The bidder has to digitally sign and upload the required bid owing responsibility for their correctness/authenticating documents one by one as indicated in the tender document.

12.13. Bidder has to select the payment option as “online” through NEFT.

12.14. Bidder should prepare the EMD as per the instructions specified in this tender document and must be uploaded, on or before the last date and time of the bid submission along with FORM IV. The uploaded details of the NEFT would be verified at this office. Otherwise the uploaded bid will be rejected.

12.15. The bidder shall authenticate the bid with his Digital Signature Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital Certificate of the bidder will not be accepted on the e-procurement platform.

12.16. The server time (which is displayed on the bidder’s dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.

12.17. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.

12.18. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening.

Signing of Tender

Signature should be done electronically as per e-procurement system. Individual signing the tender with digital signature certificate or other documents connected with contract must specify whether he signs as:

12.18. A ‘sole proprietor’ of the concern or constituted attorney of such sole proprietor: In case of constituted attorney a copy of the power attorney authorization should be enclosed.

12.19. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

12.20. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company. If signed by an authorized officer/ any of the director, board resolution copy to this effect duly authenticated by all the Directors of the company should be enclosed.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution

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of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by the partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such person and if on enquiry, it appears that the persons so signing had no authority to do so, the Director, STPI Kolkata may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

This tender must be signed digitally in all pages. Disregard of these instructions, or if the tender is anyway incomplete, such tender is liable to be ignored.

Technical Bid:

12.21. All documents relating to technical bids should be uploaded accordingly (refer eligibility conditions of Tender document).

12.22. All documents of technical bid should be uploaded electronically in PDF format.

12.23. The bidder has to keep track of any changes by viewing addendum/ corrigendum issued by the Tender inviting authority on time to time basis on e-procurement platform. The Department will not be responsible for any claims/ problem arising out of this.

12.24. The Department shall carry out the Technical evaluation solely based on the uploaded certificates/ documents in the e-procurement system and open the price bids of responsive bidders.

Commercial Bid:

The Commercial Bids shall consist of the following:

BOQ.

12.25 A standard BOQ format in .XLS has been provided with this tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and fill up with their respective financial quotes (Annual Rates) for respective STPI center/s and other details (such as name of the bidder). No other cells should be changed in any circumstances. Once the details have been completed the bidder should save it and submit it through ONLINE only, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

12.26. The Financial Bid should be uploaded in BOQ in .XLS format given in CPP Portal. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

12.27. The Financial Bid of the Tenderer short-listed after evaluation of technical bids will be opened on a specified date and time to be intimated to the respective Tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate both Technical Bids and the Commercial Bids.

Bidder must write the STPI Center/s Name (Kolkata, Durgapur, Kharagpur, Halida and Siliguri) where they are willing to provide the service as mentioned in Annexure – IV point no.:04.

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Opening of Tender:

12.28. On the date and time indicated in the “Basic Details”, Technical Bids will be opened first. Thereafter, Financial Bids of the Tenderers short-listed after evaluation of technical bids, will be opened on a specified date and time to be intimated to the respective Tenderer.

12.29. STPI may extend the last date of submission of Bid or opening date of Bid as it may deem required for any administrative reasons.

12.30. Bidders are advised to visit the site and see for themselves the locations for which the services are required to be provided.

12.31. The Bid documents are non-transferable.

12.32. The successful/ selected bidder (s) shall execute a Non-Disclosure Agreement as per Annexure – III given in the bid document, with STPI on the Non Judicial Stamp Paper on required value of Rs.100/- before the commencement of the work.

12.33. In the event of violation of any terms and conditions given above, it would be construed, as a breach of contract and STPI will be entitled to terminate the agreement without any compensation.

Bid Evaluation Criteria:

12.34. Eligibility claim shall be opened first and will be evaluated for the fulfilment of the Bidder’s Eligibility Criteria.

12.35. Failing to meet the requirements, the bidder shall be rejected.

12.36. Commercial Bids as per BOQ of only technically eligible bidder/s shall be opened subsequently at a date and time to be declared/ intimated later.

12.37. The technically qualified bidder/s, whose commercial offer as per the price schedule is determined to be the lowest bidder after evaluation, will be considered for the award of contract.

Amendment of Bid Documents:

12.38. At any time prior to the last date for submission of Bids, STPI may, for any reason, modify the Bid document. Such modification will be published through notice in our website www.kolkata.stpi.in or <http://eprocure.gov.in/eprocure/app>.

12.39. The bidders shall have no right to amend the bid after submitting the same to STPI unless otherwise asked to do so by STPI.

Language of Bid:

12.40. The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bid exchanged between bidder and STPI shall be written (preferably computer/type written) in English Language. Only English numerical number shall be used in the Bid.

12.41. All the bid documents must be free from correction and erasures. Correction, if any, in the bid document must be duly attested by the authorized signatory of the Bidding Party.

Acceptance of Bid and Withdrawals:

12.42. **CONDITIONAL BIDS WILL NOT BE ACCEPTED AND WILL BE REJECTED OUTRIGHT.**

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12.43. If any of the conditions of Bid are not fulfilled, such Bid/Bids will be summarily rejected outright and objections raised in this regards will not be entertained.

12.44. The right of final acceptance of the Bid/s is/are entirely vested with the Director – STPI Kolkata who reserves the right to accept or reject any of the Bid/s in full or in part without assigning any reason whatsoever. There is no obligation on the part of STPI to communicate with rejected bidders.

12.45. After acceptance of the Bid/s by STPI, the bidder shall have no right to withdraw his Bid or claim higher price. In such case, the EMD/ Performance Bank Guarantee (PBG) or Both may be forfeited as decided by STPI-Kolkata.

12.46. STPI reserves the right to choose, accept or reject any or all requests / offers, in full or part, at any stage, reduces or increases the quantity without assigning any reasons therefore. The quantity / number shown in the document are indicative.

12.47. The Bid acceptance authority may also reject all the Bidders for reasons such as change in scope of work, new technologies, lack of anticipated financial resources, court orders, accidents or natural calamities and other unforeseen circumstances.

12.48. Bidders with incomplete information are liable for rejection.

12.49. In case any deviation is found in the Bid document submitted by the bidder from the content mentioned in our published document then the Bid shall be liable to be rejected at any stage. The bidder has to indemnify STPI for loss occurred due to such alteration in the terms and conditions of Bid document.

Earnest Money Deposit:

12.50. The Bidder shall deposit EMD of required amount through NEFT in favor of “Software Technology Parks of India” payable at Kolkata. Bids submitted without the Earnest Money is liable for rejection. The scanned copies of EMD transaction slip must be uploaded accordingly along with the EMD forwarding letter (FORM - IV) on or before last date and time on ONLINE bids submission.

12.51. The EMD of unsuccessful bidders shall be refunded within 30 days after finalization of this tender.

12.52. Firms registered under NSIC/DGS&D/MSME act 2006/ Startups as recognized by Department of Industry Policy & Promotion (DIPP)/ certificate allowing such exemption with current validity, are exempted from furnishing (EMD) Bid Security.

12.53. The EMD of successful bidder/s shall be refunded after deposit of Security Deposit (if any) or shall be adjusted to the security deposit. A request letter have to submit by the bidder/s in this regards.

12.54. The tenders without EMD will be summarily rejected.

12.55. The EMD may be forfeited if a bidder withdraws his bid during the period of validity specified by the bidder on the Bid document.

12.56. The EMD of successful bidder may be forfeited if the agency fails to deposit the Performance Security deposit on time or doesn't start the work as specified in the scope of work within the stipulated time mentioned clearly in the bid document after receiving the W.O.

Blacklisting:

12.57. Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of STPI, the STPI shall

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have right to reject the bid and forfeit the EMD and terminate the contract, as the case may be, without any compensation to the bidder. Annexure – V “Declaration by the Bidder” must be uploaded in company letter head.

Arbitration:

12.58. All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the purchase order/ work order or the breach thereof shall be settled by reference to arbitration by Director, STPI Kolkata. The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be Kolkata.

Payment Terms:

12.59. Payment will be released on quarterly basis (on satisfactory service) within 15 days after submission of original invoices (inclusive applicable GST) in duplicate. The mode of payment is through NEFT only.

Termination of Association with STPI:

12.60. The empanelled vendor(s) association with STPI shall be terminated in following manners:

- i) The term of Empanelment expires.
- ii) Termination of empanelment by STPI due to non-performance during the engagement period.
- iii) Non-adherence to the timelines of the Last mile service deliveries/ commitment as per the terms & conditions.
- iv) If any empanelled bidder fails to submit feasibility report consecutively three time.
- v) STPI may terminate the specific local loop service at specific STPI center/s for the specific customer's link termination.
- vi) Performance of the bidder/s is/ are not satisfactory.

Force Majeure:

12.61. If, at any time, during the continuance of the agreement, the performance in whole or in part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions, by acts of God (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

Legal Jurisdiction:

12.62. All legal disputes between the parties shall be subject to the jurisdiction of Kolkata.

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Performance Security:

12.63. The successful bidder shall have to give Performance Bank Guarantee @ Rs.1,30,000/- (Rupees One Lakh Thirty Thousand) only within 15 days of issue of the empanelment letter.

12.64. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

12.65. The Performance Security shall be given in the following forms:

Performance Bank Guarantee from any of the commercial banks drawn in favour of "Software Technology Parks of India" payable at Kolkata. The Performance Bank Guarantee should remain valid for a period of 03 months beyond the date of completion of all contractual obligations of the bidder/s or contractor/s.

12.66. The Performance Security will be discharged by the Purchaser and returned to the bidder/s not later than 60 days following the date of completion of the Supplier's performance related obligations, under the Contract. In this regard, a request letter have to submit by the bidder to this office.

12.67. No interest shall be paid to the amount retained by STPI as Performance Security Deposit.

12.68. Performance security submitted may be forfeited by STPI in case STPI terminate the Empanelment of the bidder prior to completion of the term of Empanelment i.e. 01(One) year.

12.69. Bid Security/ EMD submitted by the bidder may be adjusted/ converted to performance security, if the empanelled service provider / bidder wish for the same and the same is feasible. The request letter for the same have to submit by the bidder.

12.70. The selection/ empanelment/ contract is initially for 01(One) year. The existing empanelment/ contract may be extended for further 02 (Two) years (One year at a time) depending upon the satisfactory performances, existing rates, terms and conditions

SECTION – IV

TECHNICAL SPECIFICATIONS

13. Requirement for Last mile connectivity:

Empanelled vendor shall carryout the site survey to determine exact requirement of the work. Empanelled vendor shall provide cable, end termination equipments and other products/materials needed to complete the Last Mile as per the requirement.

14. Technical requirements:

14.1 Physical interface requirements

Bidders has to provide the full duplex Interfaces like E1 / Fast Ethernet / Gigabit Ethernet / Media Converter / OLT / DS-3 / STM-1 / G.703 Electrical balanced or unbalanced interfaces etc. as per the requirements at STPI-Kolkata & its Sub centers or PoPs and Customer locations.

14.2 Emergency power backup:

Empanelled vendor should ensure zero power breakdowns for entire route excluding the two end points at STPI center(s)/ PoPs and customer premise.

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14.3 Maintenance and testing capability:

The bidder has to ensure that the last mile devices provided to STPI must be enabled with proper monitoring and maintenance feature.

14.4 Capacity of last mile Equipment:

The equipments provided for delivery of last mile services should be capable to extend the bandwidth throughput from E1 to multiple of E1s with a maximum bandwidth of DS3 / STM-1 capacity.

14.5 Optic Fiber medium:

Equipments like Modems/ Media Converters or etc. having Fast Ethernet/ Gigabit Ethernet or any such interface requirement and other necessary equipments/ accessories for commissioning the link shall be provided by the Empanelled vendor only. The Empanelled vendor shall include any other hardware/ software item required for installing and commissioning the Last Mile circuit/ link at no extra cost to STPI.

14.6 Operations Support Requirements:

STPI seeks technical help during normal business hours as well as off business hours emergency support for all site locations. Empanelled vendor should plan for preventive measures to maintain the connectivity consistent at all times.

14.7 Continuing availability of spares:

Empanelled vendor should have backup spare in proper ratio to maintain the consistent availability of connectivity.

14.8 Standard/ Emergency maintenance practices:

Prior intimation/ permission of STPI official would be required in case of Standard/ Emergency maintenance.

14.9 Service Support:

Empanelled vendor shall provide service support activities and for this they should inform STPI their service support contacts like Telephone & Fax No, Mobile No, E-mail id etc.

15. QoS Requirements:

The Quality of service of the proposed Last Mile services on optic fiber shall be as follows:

The minimum guaranteed link availability shall be 99.0% while the other service parameters like latency, shall be measured at a maximum of 90% loading only.

16. Penalty for service Degradation:

In case the service delivered by the Empanelled vendor do not meet the QoS parameters mentioned above, The Empanelled vendor is liable to pay/ payment may be deducted for service degradation as per Table-A below:

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Table-A: Service Levels & Financial Credits:

Service Parameter	Monthly Service Level Compliance	Financial Credits/ Penalty
Link Availability	≥ 99%	No credit/ No Penalty.
	< 99% & ≥ 98%	Penalty 1% of Annual
	<98% & ≥ 97%	Penalty 2% of ARC
	<97% & ≥ 96%	Penalty 3% of ARC
	<96% & ≥ 95%	Penalty 4% of ARC
	<95% & ≥ 90%	Penalty 5% of ARC
	<90%	STPI may terminate the service or to charge a

17. Uptime:

17.1. The service uptime refers to availability of service provided by Empanelled Vendor (s) right from CPE router to the router/switch port of STPI Center(s) or PoP(s). Failure at any segment of Last Mile connecting STPI's customer's router/ switch to STPI Centre's router/switch is the responsibility of Empanelled vendor.

17.2. The following are exclusions for availability calculations:

- Service unavailability due to failure of any of STPI's equipment connected to this link.
- Power supply failure at STPI premises affecting the Power supply to Empanelled vendor's equipment providing the service.
- Service unavailability for reasonable period due to physical damage/ disturbance to the equipment and or cables of Empanelled vendor that was caused by STPI employees / acts of God / reported theft. (Empanelled vendor has to substantiate such claims. In case of theft, copy of FIR to be produced).

Contractual Terms and Conditions

18. The initial period of contract shall be for One (01) year and may be extended by 02 years, one year at a time, depending on the satisfactory performance, existing rates, existing general & contractual terms & conditions and at the discretion of Director, STPI KOLKATA.

19. Signing of Non – Disclosure Agreement and Performance Security Deposit: The Successful Agency/s will have to enter into a Non – Disclosure agreement with SOFTWARE TECHNOLOGY PARKS OF INDIA, KOLKATA and deposit PERFORMANCE SECURITY in the mode of Bank Guarantee (BG) within 15 days of receipt of the Contract/WO, failing which their EMD may be forfeited.

The agency may adjust the EMD paid with their bid (if any), with the performance security deposit and submit the balance amount in the mode of Bank Guarantee (BG) only along with a written request letter to do so. No interest will be paid on the Performance Security Deposit. This guarantee shall be valid until 03 (Three) months beyond the date of completion of all contractual obligations of the bidder/ contractor.

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20. The Performance Security of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) may be deposited in mode of Bank Guarantee (BG) from a Nationalized Bank. The Performance Security deposit should remain valid for a period of 03 (Three) months beyond the date of completion of all contractual obligations of the contractor. In the event of renewal of contract after one year, the agency shall have to submit extended performance guarantee.
21. In case the performance of the agency is not found satisfactory during the period of contract or the agency fails to abide by any clause of the contract then the Performance Security Deposit may be partly or wholly forfeited.
22. The selected agency must complete the link Feasibility, Commissioning, Testing etc. of Existing Customers 15 days prior from the expiry of the existing contract of the specific local loop maintenances contract.
23. All the Local Loop (OFC) preferably be under ground as per the Order/ Direction of the Local Authority/ Local Statuary Body/ Govt. directives. STPI Kolkata has no responsibility in this regards.
24. The contract may be split as per the requirement of STPI which may be STPI centre wise or centre's customer's wise.
25. The selected agency/s must provide their service at entire city of STPI - centres mentioned in Annexure – II.
26. For the bandwidths (gaping between one column to another) which are not mentioned in the above BOQ format, the rate of lowest near value of bandwidth will be applicable. For Example, for proposed bandwidth of 90 Mbps, the annual rate of 80 Mbps will be applicable. For proposed bandwidth of 120 Mbps, the annual rate for 100 Mbps will be applicable.
27. Tentative Datacom customers are 18 at STPI-Kolkata centre as off now.
28. The agency shall deploy required manpower on duty at STPI-KOLKATA office and other Sub centres of STPI (Siliguri, Haldia, Durgapur & Kharagpur) if required.
29. The agency shall comply with all the provisions as required under the appropriate acts of Government and also license requirements for the similar work as applicable.
30. The Agency must submit original bills in QUATERLY basis for payment at STPI Kolkata only.
31. If, any personnel appointed by the Agency to render services will be under all control of Agency but they will be remain under the direct administrative control of STPI.
32. The STPI reserves the right to cancel the W.O. fully or any part thereof for all STPI centre or any of the STPI centre/s for all customer's circuit or any specific customer/s circuit/s at any time without assigning any reason.
33. The Work Order (W.O.) issued within the contract period, the empanelled vendor has to provide the services till the validity of period of the W.O. (in general 01 year).
34. The Agency have to provide minimum TWO months' prior notice if they intend to withdraw the service fully or any part thereof for all STPI centre or any of the STPI centre/s for all customer's circuit or any specific customer/s circuit/s. Otherwise, the Performance Security Deposit may be Fully/ Partially forfeited. In this regard, the decision of the Director, STPI – Kolkata will be final.
35. In the event of the contract not being performed or carried out to the satisfaction of STPI, it would be constructed as a breach of contract, and STPI will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof and the performance security deposit made by the agency will be forfeited.

सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ़ इंडिया
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वेबेल एसटीपी II बिल्डिंग, दूसरी मंजिल,
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Webel STP II Building, 2nd Floor,
DN - 53, Sector- V, Salt Lake, Kolkata-700091.
Website: www.kol.stpi.in

TENDER NO.: STPI/KOL/PUR-13-II/2022/QTN-01 dated: 22.06.2022

36. REVISION & CHANGES: - The STPI may in writing make any revision or changes in the contract including additions or deletions from the contract. Agency shall carry out such revision/changes and be bound by the same terms and conditions to the extent applicable. Similarly, agency may also suggest the changes as and when such necessary arises.

37. Any dispute arises shall be settled within the Jurisdiction of KOLKATA Court only.



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SECTION –V
FORMATS / ANNEXURES
PROPOSAL FORMAT (FORM-I)

To,
The Director
Software Technology Parks of India
Webel STP II Building, 2nd Floor,
DN - 53, Sector- V, Salt Lake, Kolkata-700091.

Subject: Proposal for Empanelment of Bidders.

Sir,

Having examined the tender document, I/ we, the undersigned, offer to propose for the Empanelment of vendors for providing Last Mile services to STPI, in full conformity with the said tender.

I/ We have read the provisions of Tender Document and confirm that these are acceptable to us. I/ We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

I/ We agree to abide by this Proposal, consisting of this letter, the Technical Proposal, the duly notarized written Power-of-Attorney, and all attachments, for a period of Days from the date fixed for submission of Proposals as stipulated in the Tender Document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

I/ We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Dated this Day of 2022

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of

(Seal)

Witness:

Address:.....

Signature:

Signature & Seal of the Bidder



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LASTMILE COMMISSIONING REPORT FORMAT (FORM-II)

(To be submitted by Empanelled vendor to STPI Center)

i.	Name of the STPI center:	
ii.	Work/Purchase order No. & Date:	
iii.	Name of the Customer:	
iv.	Address of the Customer Location:	
v.	Feasibility Study:	Yes () No () Please Tick
vi.	Last Mile commissioned date:	
vii.	Physical layer implementation	
viii.	Terminated interface as per the PO	
ix.	Circuit ID	

Signature & Seal of the Bidder



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BOQ

(Sample of Financial Bid is to be uploaded in BOQ.xls file through online at CPP portal)

Validate Print Help

Tender Inviting Authority: Sh. Manjit Nayak, Director, STPI-Kolkata

Name of Work/Tender for Empowerment of vendor(s) for Supply, Installation, Commissioning & Maintenance of Last Mile Connectivity including end-termination equipment towards local loop services for STPI-Kolkata and it's Sub centers.

Contract No: STPI/KOL/PUR-13-II/2022/QTN-01 dated: 22.06.2022

Name of the Bidder:
Bidding Firm / Company:

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

NUMBER #	TEXT #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT #
Sl. No.	Item Description (Distance in Kilometer)	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT in Words	
		(04 Mbps)	(10 Mbps)	(30 Mbps)	(45 Mbps)	(75 Mbps)	(100 Mbps)	(155 Mbps)	(250 Mbps)	(512 Mbps)	(1 Gbps and Above)			
1.01	0-2											0.00	INR Zero Only	
1.02	2-5											0.00	INR Zero Only	
1.03	5 and Above											0.00	INR Zero Only	
Total in Figures												0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only												

NOTE: For the bandwidths (gaping between one column to another) which are not mentioned in the above BOQ format, the rate of lower near value of bandwidth will be applicable.

For Example, for proposed bandwidth of 80 Mbps, the Annual rate of 75 Mbps will be applicable. For proposed bandwidth of 120 Mbps, the annual rate for 100 Mbps will be applicable.

Bidder must write/ mention the name of the STPI Center/s (Kolkata, Durgapur, Kharagpur, Halida and Siliguri) where they are willing to provide the service as mentioned in Annexure –IV point no.:04.

Signature & Seal of the Bidder



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FEASIBILITY REPORT FORMAT (FORM – III)

(Feasibility Report to be submitted by Empanelled vendor to STPI Center)

1.	Name of the STPI center	
2.	Feasibility Request "A" End. (STPI Centre Name with Address)	
2.1	Name of Contact Person with Contact No.	
3.	Feasibility Request "B" End. (Customer's Name with Address)	
3.1.	Name of Contact Person with Contact No.	
4.	Bandwidth Requirement	
5.	Type of Interface required	
6.	Feasibility Report generation date	
7.	Feasible Media (Fiber)	
8.	Distance between STPI & Customer's site (in Kms.)	
9.	Timeframe to commission the last mile (in days)	
	Name & Address details of Empanelled Vendor:	(Signature of the Authorized Signatory with date
* The Feasibility report details provided above should be valid for 120 days from the date of Submission to STPI.		

Sl. No.	Medium - details	Please provide necessary details	
1.	Connectivity provided through Fiber including end termination equipment		Yes/ No
2.	Built-in redundancy on	Linear/ Ring architecture	Yes/ No

Tested By		Approved by	
1. Service Provider			
Name		Name	
Date		Date	
2. STPI Engineer			
Name		Name	
Date		Date	

Note: The distance in feasibility report must be calculated from the nearest POP of bidder/s.

Signature & Seal of the Bidder



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EMD FORWARDING LETTER FORMATE (FORM – IV)

To
The Director,
Software Technology Parks of India
Webel STP II Building, 2nd Floor,
DN - 53,, Sector – V, Salt Lake,
Kolkata - 700091.

From
(Name & Address of the Bidder)

Sub: Submission of EMD against Tender No.: _____ Dated: _____

Dear Sir,

We, M/s _____, having read and examined in detail the bid document and amendments for “_____”.

We M/s _____ hereby submit the EMD, details are as under:

Name of the issuing Bank	
NEFT details (scan copy of NEFT Transaction slip must be uploaded)	
Amount (Rs.)	
Dated	

We M/s _____ having read and understand the clause no. _____ towards forfeit of EMD.

Yours Sincerely,

Authorized Signatory :

Full Name & Designation of Signatory:

Name of the Agency :

Complete Postal Address :

Signature & Seal of the Bidder



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TENDER NO.: STPI/KOL/PUR-13-II/2022/QTN-01 dated: 22.06.2022

FORMATE OF PERFORMANCE BANK GUARANTEE (FORM-V)

To,
The Director
Software Technology Parks of India
Kolkata.

WHEREAS _____[Name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract no. _____ Dated _____ to execute the _____[Name of Contract] (here in after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Commercial/Nationalized Indian Bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract against TENDER NO.: STPI/KOL/PUR-13-II/2022/QTN-01 dated: 22.06.2022;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____

(in words), such sum being payable in types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, within one working day of your first written demand, without any demur and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or any of the Contract documents which may be made between your hand and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall be valid until 03 (Three) Months beyond the date of completion of all contractual obligations of the contractor i.e. up to _____ .

Signature & Seal of the Bidder



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The contractor further undertakes not to revoke the guarantee during the currency except with prior consent of the “Software Technology Parks of India”, Kolkata in writing.

The contractor further undertakes to extend the validity of this guarantee beyond the period prescribed as mentioned in the guarantee or as extended from time to time, for such further period as may be required by the “Software Technology Parks of India”, Kolkata in writing before expiry of this guarantee, and upon such extension(s), all terms & conditions of this guarantee shall remain in full force till the expiry of the extended period(s).

Date:

Signature of Witness: _____

Name & Address: _____

Signature with Designation & Bank Stamp

Name of Bank with Branch Name: _____

Bank Address & Contact No.: _____

Signature & Seal of the Bidder



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ANNEXURE – I

DOCUMENTS CHECK LIST

Note: All copies of the relevant documents should be signed and sealed by the bidder on each page.
General Documents Check List

Sl. No.	Documents	Yes/ No	Remarks
I.	Copy of company registration certificate/ Certificate of Incorporation etc.		
II.	Copies of the IT returns & CA certified Audited balance sheet for last Three F.Y. 2018-19, 2019-20 & 2020-21.		
III.	Copy of GST Registration		
IV.	Copy of PAN card of the Company		
V.	Copies of the license for relevant work from regulatory body/ Govt.		
VI.	Copies of at least 05 years or more experience certificates/ Purchase Orders for successful completion of similar works with minimum 10Mbps leased line link.		
VII.	Copy of Documentary evidence for bidder network presence in the city/ state		
VIII.	EMD (along with the forwarding letter as per Form – IV)		
IX.	BOQ in .xls format		
X.	Declaration by the Bidder as per Annexure – V on company letter head.		
XI.	Non – Disclosure Agreement in Rs.100/- Non – Judicial court paper as Annexure - III		
XII	Bidder Details in Annexure - IV		

Signature & Seal of the Bidder



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ANNEXURE – II

List STPI Centers / PoPs

(Locations may increase in case STPI increases its PoP/ Centers)

1. KOLKATA

Software Technology Parks of India,
Webel STP II Building, 2nd Floor,
DN - 53, Sector- V, Salt Lake, Kolkata-700091.
Ph.: 033 - 2367 3598.

2. DURGAPUR

Software Technology Parks of India
Sahid Sukumar Banerjee Sarani,
Opposite to Spencers, Bidhannagar, Bardhaman,
Durgapur-713212.
Ph.: 0343 - 253 1294.

3. HALDIA

Software Technology Parks of India
Plot No: 149, Debhog, Bhabanipur,
Purba Medinipur, Haldia-721657.
Ph.: 03224 - 255 062.

4. KHARAGPUR

Software Technology Parks of India
WBIIIDC Industrial Growth Center,
Plot No: 3, Sector-B, Nimpura,
Paschim Medinipur
Kharagpur-721303.
Ph.: 03222 - 234 436.

5. SILIGURI

Software Technology Parks of India
Plot No: JL86, Matigara, Opposite Uttarayan,
Darjeeling, Siliguri-734010.
Ph.: 0353 – 2571986.

Signature & Seal of the Bidder



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ANNEXURE - III

Non-Disclosure Agreement Format

This Agreement is valid for one year from the date of work order and will be renewed in steps on one year at a time till the validity of the work order, and is made by and between SOFTWARE TECHNOLOGY PARKS OF INDIA, an autonomous body under Ministry of Electronics & Information Technology, Govt. of India herein referred to as 'DISCLOSING PARTY' whose address is.....

..... and
M/s.....

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

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

1. Purpose of Disclosure:

Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

- Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.
- Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party. If any Confidential Information is delivered to Recipient in physical form, such as data files or

Signature & Seal of the Bidder



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- (c) hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition, upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.
- (c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its 'Affiliates').

Signature & Seal of the Bidder

Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be 'Confidential Information:

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party.

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This penalty shall not apply when the alleged circumventor does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

1. Miscellaneous Provisions:

- (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
- (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
- (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.

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(d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.

(e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Kolkata.

(f) Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.

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

(h) The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or reenactments thereof.

(i) The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.

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- (j) The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
- (k) The venue of arbitration shall be KOLKATA, India.
- (l) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

M/s.
Signature:
Name:
Designation with seal:
Date:

M/s Software Technology Parks of India
Signature:
Name:
Designation with seal:
Date:

Signature & Seal of the Bidder



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Annexure-IV

Bidder Details

1	Name and address of the Bidder with telephone number & email	
2	Name and address of the Director/ Partner/Proprietor with Mobile number & Email.	
3	Name and address of the Contact Person with mobile number & email	
4	Mention the Name of the STPI Center/s where the bidder are willing to provide the service (Kolkata, Durgapur, Kharagpur, Halida and Siliguri)	
5	Set up of organization, clearly indicating details of managerial, supervisory and other staff. Also indicate the number of muster roll staff available for performing this service. (a) Is the establishment registered with the Government, please give details with documents/evidence. (b) Do you have Labour License? Please provide details and whether copy is uploaded?	
6	Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	
7	Please give EPF No: ESI Code: Firm Registration No.	
8	Are you governed by minimum wages rules of the Government. If yes, please give details.	
9	Have you upload copy of last Three years (FY 18-19, 19-20, 20-21) return of Income Tax?	
10	Have you upload Copies of CA certified Audited Balance Sheet of last Three years (FY 18-19, 19-20, 20-21)	
11	PAN No.	
12	License No.	
13	GST Registration No.	
14	Acceptance of terms & conditions (Yes/No).	
15	Power of Attorney/authorization for signing the bid documents	
16	Details of the NEFT of Rs 65,000/- towards EMD NEFT Transaction Slip details: Date: Drawn on:	

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17	Details of Experience of Similar work: Minimum last mile bandwidth of 10 Mbps for at least 05 years or more. Purchase Order/ Work Order/ Supporting documents have to submit by the bidder as evidence.	
18	Bank details of the Bidder	Name of the Bank: Bank Address: Account No.: IFSC Code: MICR Code: Account Type:

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Annexure – V
(On Company letter head)

Declaration by the Bidder

This is to certify that I/We before signing this tender have read carefully, fully understood and accepting all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Further, We also hereby undertake we are not blacklisted by any Central/State Govt. /Autonomous body/PSU etc and No case is pending with the Police against the Proprietor/firm/partner or the Company (Agency).

(Signature of Bidder with seal)

Name:.....

Seal:.....

Address :.....

Phone No (O):.....

Fax No. (O):.....

E-mail:
.....

Place:.....

Date:.....

Signature & Seal of the Bidder



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Instruction for online bid submission

As per the directions of the Department of Expenditure this tender document has been published on the CPP Portal (<http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid digital signature certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in>.

Registration:

Bidders are required to enroll on the e-procurement module of the CPP Portal <http://eprocure.gov.in> by clicking on the link “click here to enroll”. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

Bidders are advised to register their valid e mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or class III certificates with signing key usage) issued by any certifying authority recognised by CCA India (eg: SIFY/TCS/nCode/ eMudhra etc.) with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidders then log into the site through the secured login by entering their user ID/password and the password of the DSCs/e token.

Searching for tender documents:

There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value etc. There is also an option of advance search for tenders, wherein the bidders may combine a number of such parameters mentioned above to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective “My tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique tender ID assigned to each tender, in case they want to obtain any clarification /help.

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Preparation of Bids:

1. Bidder should take into account any corrigendum published on the tender document before uploading their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and contents of each of the document that need to be uploaded. Any deviations from these may lead to rejection of bid.
3. Bidder in advance, should get ready the bid documents to be uploaded as indicated in the tender document/schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are to be submitted as a part of every bid, a provision of uploading such standard documents(eg; PAN card copy, Annual Reports, Auditors certificate etc.,) has been provided to the bidders. Bidders can use “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids:

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “online” to pay the EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/given in person to the tender processing section, latest by the last date of bid submission. The details of the UCR issued by any post office/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and

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complete the white coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered can not be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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