

Setup, Operation, and Maintenance of the Data Centre at STPI locations on a Revenue-Sharing model

(Tender No: STPI/HQ/TECH/DC/COL/24-25/3 dated 31-01-2025)



SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics and Information Technology)

1st Floor, Plate B, Office Block-1,

East Kidwai Nagar, New Delhi-110023

www.stpi.in

E-PROCUREMENT TENDER NOTICE
SOFTWARE TECHNOLOGY PARKS OF INDIA

1st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi – 110023

Ref. No. STPI/HQ/TECH/DC/COL/24-25/3

Date: 31.01.2025

STPI invites an open Tender under Two Bid Systems (Technical Bid & Commercial Bid) through online mode on the CPP portal (<https://eprocure.gov.in>) for “**Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model.**”

Earnest Money Deposit : Rs. 50,00,000.00

CRITICAL DATES SHEET

Published on https://eprocure.gov.in on	31-January-2025
Bid Submission Start Date	31-January-2025
Last date to submit Pre-bid queries	Bidders shall submit queries on or before 06-February-2025 days
Date & Time of the Pre-Bid Meeting	12-February-2025
Last date to submit the Bids	21-February-2025 up to 18:00Hrs
Date & Time for opening of technical bids	24-February-2025 at 11:00Hrs
Date & Time for opening of commercial bids	To be notified later

Note: - Pre-bid Conference will be held at STPI-Headquarters, 1st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi – 110023 on **12.02.2025 at 1130Hrs**

- i. In the event the bid opening date happens to be a holiday, the technical bid will be opened on a subsequent day at the same time.
- ii. All details regarding the subject tender are available on our websites: <https://stpi.in> and <https://eprocure.gov.in>. Any change/modification in the tender inquiry will be intimated through the above websites only. Bidders are, therefore, requested to visit our websites regularly to keep themselves updated.
- iii. Manual bids will not be accepted.
- iv. For submission of E-bid, bidders are required to get themselves registered with <https://eprocure.gov.in> website along with class III digital signature certificates issued by CCS under IT Act – 2000/Amendment 2008. The detailed procedure is available on the website.
- v. Bid security for an amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) in the form of RTGS/NEFT, in favour of STPI, payable at New Delhi must be submitted along with the bid. Bank details mentioned below: -
Bank Name-Canara Bank
Account No.-1098101101244
IFS Code-CNRB0001098
- vi. Any queries relating to the process of online bid submission or queries relating to the CPP Portal are available at www.eprocure.gov.in.

Sd/-
CAO-Cum-Registrar
Software Technology Parks of India

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by STPI or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the STPI to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification under this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the STPI in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the STPI, its employees, or its advisors to consider the investment objectives, financial situation and, needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate etc. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. STPI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

STPI, its employees, and its advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

STPI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. STPI may, in its absolute discretion but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP.

The issue of this RFP does not imply that STPI is bound to select and pre-qualify bids at the bid stage or to appoint the selected Bidder for the project and STPI reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by STPI, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the applicant and STPI shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by an applicant in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

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1. Introduction

1.1 Software Technology Parks of India (STPI)

Software Technology Parks of India (STPI) is a premier S&T organization under Ministry of Electronics and Information Technology (MeitY) engaged in promoting IT/ITES Industry, innovation, R&D, start-ups, product/IP creation in the field of emerging technologies like IoT, Blockchain, Artificial Intelligence (AI), Machine Learning (ML), Computer Vision, Robotics, Robotics Process Automation (RPA), Augmented & Virtual Reality, Animation & Visual effect, Data Science & Analytics for various domains like Gaming, FinTech, AgriTech, MedTech, Autonomous Connected Electric & Shared(ACES) Mobility, ESDM, Cyber Security, Industry 4.0, Drone, Efficiency Augmentation, etc.

Since its inception in 1991, STPI has been working towards equitable and inclusive IT-led growth pan-India, which has helped promote Software exports, Science, Technology & Innovation (STI), and Software product development. With 14 jurisdictional directorates and 65 centres, STPI has expanded its presence pan-India to support the IT/ITeS Industry.

STPI has set up five state-of-the-art Tier-III compliant Data Centres at Chennai, Bengaluru, Mohali, Bhubaneswar and Vijayawada with a total area of around 50,000 sq ft and rack capacity of 730. These Data Centres cater to the needs of Govt./PSUs/Institutions/Industries and other agencies alike. Apart from Tier-III Data Centres, STPI has 54 Tier-II level Data Centre/NOC infrastructure in 52 cities. STPI offers Colocation, Managed IT and Cloud services to customers through these Data Centers to address long IT infrastructure procurement cycles, underutilisation of resources, the need for dynamic Scalability, and appropriate disaster recovery of applications and data.

Now STPI has built a new facility of 2 lakh sq. ft in Kolkata to meet the demands of the IT industry. The facility has G+6 floors, each floor area of 23,000 sq. ft. The facility has a Data Centre Space on the 2nd floor of the building having two wings of approximate area 13000 Sq. Ft (Wing-A:) & 10000 Sq. Ft (Wing-B); the structure of the building is already built, taking care of load-bearing capacity & and ceiling height requirements.

STPI invites proposals from prospective bidders who have experience building Data centres & offer Data centre services on the PPP model and operate the same for a period of 10 Years and extendable up to a maximum of 5 years on mutually agreed terms and conditions.

1.2 Issuer

The RFP is issued by STPI for engaging a suitable agency (PPP Vendor) for the Setup, Operation, and Maintenance of the Data Centre at STPI locations on a revenue-sharing model. Eligible bidders are requested to download the document and submit the bids.

1.3 Factsheet

#	Information	Details
1	Tender No	STPI/HQ/TECH/DC/COL/24-25/3
2	Project Name/ Name of Work	Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model.
3	Tender Type	Open

#	Information	Details
4	Tender Category	Services
5	Submission Mode & Website to download	Online through https://eprocure.gov.in/eprocure/app
6	Date of Publishing the RFP	31-January-2025
7	Bid submission start date	31-January-2025
8	Last date for submission of Pre-Bid Queries	06-February-2025
9	Pre-Bid Meeting	12-February-2025
10	Last date and time (deadline) for uploading the bid on the e-Tendering website	21-February-2025 up to 18:00Hrs
11	Date and time of Opening of the Bid	24-February-2025 at 11:00Hrs
12	Date of Opening of Commercial Bids	To be declared later
13	Presentation by Bidders	To be declared later
14	Tender Fee	Nil
15	Earnest Money Deposit (EMD)	INR 50,00,000/- (Rupees Fifty lakhs Only) valid during the Bid Validity Period and an additional 30 days post-Bid Validity Period
16	Bid validity period	180 Days from the last date of submission of Bids
17	Validity of This Contract	10 Years + 5 Years (extension)
18	Number of Covers/Packets/Envelope	Packet 1: Technical Bid (Pre-qualification & Technical Qualification) Packet 2: Commercial Bid
19	Contact Details	1st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi - 110023

1.4 Terms used in the RFP

- 1.4.1 'Bid' shall mean a complete set of documents submitted by a bidder against the tender for "Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model."
- 1.4.2 'Client' means STPI.
- 1.4.3 'Bidder' or 'primary bidder' means an entity/agency/company who has the intention to participate in the tender invited by STPI.
- 1.4.4 'Works' means to execute the works specified under this RFP.
- 1.4.5 'Contract' shall mean the LoA issued to the successful bidder.
- 1.4.6 'Successful bidder' means the bidder who is awarded the contract.
- 1.4.7 'LoI' means Letter of Intent sent to the successful bidder.
- 1.4.8 'LoA' means Letter of Award to be issued to successful bidder.
- 1.4.9 Authorized Representative- shall mean any person authorized by either of the parties.
- 1.4.10 Contract-is used synonymously with Agreement.
- 1.4.11 Corrupt Practice- means the offering, giving, receiving or soliciting of anything of value or influencing the action of an official in the process of contract execution.
- 1.4.12 Default Notice- shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- 1.4.13 EMD – Earnest Money Deposit or Bid Security Deposit
- 1.4.14 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 (before or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the STPI of the benefits of free and open competition.
- 1.4.15 GoI- shall stand for the Government of India.
- 1.4.16 Law- shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order, or instruction having the force of law enacted or issued by the Central Government and/ or any other Government or regulatory authority or political subdivision of government agency.
- 1.4.17 O&M- Operations and Maintenance of the Data Centers.
- 1.4.18 Party- means STPI or Bidder, individually, and "Parties" means STPI and Bidder, collectively.
- 1.4.19 PBG – Performance Bank Guarantee
- 1.4.20 Revenue - Payments collected from the customers/end users towards the services offered and entered in the book of accounts.
- 1.4.21 Site- shall mean the location(s) from where the service shall be offered to the industry as per the Agreement.
- 1.4.22 SLA – Service Level Agreement of this RFP.
- 1.4.23 CA – Chartered Accountant.
- 1.4.24 STPI- shall stand for Software Technology Parks of India.

2. Instructions to the Bidders

STPI hereby invites competitive bids from the eligible bidders through an open Tender under Two Bid Systems (Technical Bid & Commercial Bid) in online mode on the CPP portal (<https://eprocure.gov.in>) for **“Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model.”** Bidder shall be solely responsible for delivering all the scope of work and meeting all the terms & conditions of this RFP.

2.1 Purpose of RFP

STPI intends to issue this tender document to eligible entities, to participate in the competitive bidding for the “Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model.”. For this purpose, STPI invites proposals to undertake the activities as mentioned under “Scope of Work”, the proposed services should be managed with SLA driven, Scalable, Extensible, Highly Configurable, Secure and Responsive way in the best possible revenue-sharing model. The broad objective of the RFP is provided as follows:

- 2.1.1 To build, operate and maintain the Rated 3/ Tier III Certified STPI Data Center initially at the STPI Kolkata building. The other STPI locations may also be leveraged in future as per business demands.
- 2.1.2 The selected PPP vendor shall be ready to Build, Operate and Maintain the Rated 3/ Tier III Certified Data Centers in the future upcoming STPI Locations based on the feasibility and mutual agreement.
- 2.1.3 Public & Private Partnership (Revenue sharing) to capitalize on industry expertise.
- 2.1.4 Generate maximum revenue per KW/per sq. feet by providing a bouquet of services from the Data Centre facilities.

2.2 Pre-Qualification Criteria for Bidder

Table-1: Pre-Qualification Criteria

#	Category	Criteria	Documents Required
1	Legal Entity	<p>The Bidder must fulfil the following:</p> <ul style="list-style-type: none"> a. Bidder must be a Legal Entity i.e., a company incorporated in India under the Companies Act, 1956 or 2013 OR LLP Act 2008/ Partnership Act, 1932. OR A partnership firm registered under Indian LLP act 2008. and subsequent amendments thereto b. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status 	<p>Copy of</p> <ul style="list-style-type: none"> a. Certificate of incorporation (CIN)/Partnership Deed. b. GST registration certificate. c. PAN d. Copy of IT returns. e. Copy of self-declaration stating at least one permanent office in India.

#	Category	Criteria	Documents Required
		c. Should submit last 3 years (2021-22, 2022-23 & 2023-24) IT returns d. Should have at least one permanent office in India	
2	Financial: Turnover	The Bidder must have an average annual revenue of not less than Rs 100 crore for three financial years (2021-22, 2022-23 & 2023-24) from the Data Centre builds (excluding Civil construction)/Data Center Operations/ Co-Location Services.	Copy of audited financial statements including Profit and Loss Account, Balance Sheet and Income Tax Returns of the last three financial years and Certificate from CA quantifying the average annual revenue from the Data Centre builds (excluding Civil construction)/Data Center Operations/ Co-Location Services. <i>(Refer Appendix-O)</i>
3	Financial: Net Worth	The Net worth of the Bidder for three financial years (2021-22, 2022-23, 2023-24) should be positive.	CA certificate with Registration Number and Seal <i>(Refer Appendix-N)</i>
4	Data Centers Experience	The Bidder should have been in the Data Centers business for the last five years as on 31.01.2025.	a) Copies of relevant Work Orders / Purchase orders.
5	DataCenters Project Experience	The bidder should have designed and commissioned at least 3 Data Centers projects (Owned or built for bidder's customer) that meet the below-mentioned requirements during the last five (5) years from the date of submission of the bid. Out of the 3 Data Center projects, at least one project should be designated specifically for commercial purposes, catering to enterprise clients, hosting services, and other revenue-generating activities. a. Size of at least two Data Centers should be a minimum of 200 Racks or a minimum of 1 MVA power.	a) Data Centers Details including power and Rack Capacity b) Valid copy of the Datacenter's certificates (a Rated-3/TIER-III certification from TIA/Uptime). c) NOC Details (Locations & Operations hours) For External Projects <ul style="list-style-type: none"> Details of work orders/ Purchase order Completion certificate Or Undertaking mentioning project value and status (in case of ongoing project)

#	Category	Criteria	Documents Required
		<p>b. The Value of each Data centre project should be at least 50 Cr.</p> <p>For internal projects, the value to be considered is the cost incurred till Go-Live.</p> <p>c. At least one Data Centre should be Rated-3/TIER-III TIA/Uptime Certified or above.</p> <p>d. Should have setup 24x7x365 Network Operation Centre (NOC).</p>	<p>Note: A certificate/ undertaking to the effect shall have to be provided clearly defining the name, address, contact person, and contact number, email address. (Refer Appendix-P)</p> <p>In case of a non-disclosure agreement (NDA) with the Client, an undertaking in this regard must be provided by CA. (Refer Appendix-M)</p> <p>For Internal Projects An undertaking in this regard must be provided by the bidder on its company letter head duly signed and stamped from CA. Undertaking should clearly specify the scope of work, project start, Go-live date, current status and total project value including taxes. (Refer Appendix-Q)</p> <p>Note: All the necessary proof of documents to be furnished on the bidder's Letterhead</p>
7	Certifications	<p>The Bidder must possess all three valid latest certifications at the time of submitting the Bid.</p> <p>A. ISO 9001 B. ISO 20000 C. ISO 27001</p>	Copy of Valid Certificate

#	Category	Criteria	Documents Required
8	Mandatory Undertaking	<p>The bidder shall submit the undertaking that their entity should not be:</p> <ol style="list-style-type: none"> insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. debarred and/ or blacklisted by any organization of GoI/Central PSU/ State Government entities as on the bid submission date. and their directors/partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings 	<p>Self-declaration by the authorized signatory duly signed and stamped on the company letterhead.</p> <p><i>(Refer Appendix-I)</i></p>
9	IT Act	Bidder must be compliant with IT Act 2000 (including 43A) and amendments.	<p>Self-declaration from the Authorized signatory of the bidder on their letterhead.</p> <p><i>(Refer Appendix-L)</i></p>

2.3 Language of the Bid

The Bids prepared by the Bidder and all subsequent correspondence and documents relating to the bids exchanged by the Bidder and STPI shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, for purposes of interpretation of the bid.

2.4 Correspondence and Bid Submission

All correspondence shall be done at the following address.

Registrar-cum-CAO

Software Technology Parks of India

1st Floor, Plate B, Office

Block-1, East Kidwai Nagar,

New Delhi – 110023

Email: dcrfp@soft.net

2.5 Submission of the Bid

- 2.5.1 Proposals must be direct, concise, and complete and must primarily be submitted online only on the CPP portal. STPI will evaluate Bidder's proposals based on their clarity, relevance, and timeliness to the program requirements set out in this RFP.
- 2.5.2 Bidders shall provide the required information on their technical and commercial offers only as per the formats provided in the RFP. Any deviations in the format will make the offer liable for rejection.
- 2.5.3 The following points should be considered while bidding: -
- a. Tender notices/routine communications will be uploaded/issued on the website <https://eprocure.gov.in/eprocure/app>, the Central Public procurement portal.
 - b. All the bids (Technical as well as Commercial) shall have to be submitted online.
 - c. The date and time for online submission will be communicated on the e-tendering website. Bidders should ensure their bids should be submitted online before the scheduled date and time. No delay for any reason will be accepted. Bids not submitted online shall not be considered.
 - d. STPI may, at its own discretion, extend the date for the bid submission. In such a case, all rights and obligations of the STPI and the bidders shall apply to the extended time frame.
 - e. Bids submitted as documents by telex/telegram/fax/e-mail or by other means not specified in the RFP will not be considered. No correspondence will be entertained on this matter.
 - f. Bidders printed terms and conditions will not be considered part of their bid.
 - g. Any further changes to the RFP will be communicated to the bidders through the website <https://eprocure.gov.in/eprocure/app>. Bidders should take these changes into account when preparing their bids.
 - h. As such, STPI will have full power to withdraw the tender at any stage without prior intimation to the bidders.
- 2.5.4 The tender shall be under 2 bid systems (Technical Bid & Commercial Bid). Manual bids will not be accepted.
- 2.5.4.1 **Part I: Technical Bid** - should contain the following scanned copies of the documents signed by the authorized signatory.

- a. Copy of Demand Draft Rs. 50,00,000.00 (Rupees Fifty lakhs Rupees) towards EMD drawn on any Nationalized /Commercial Bank in favour of the STPI or proof of online payment along with UTR number/Bank Guarantee.
- b. Tender Acceptance Letter as per Appendix-A
- c. Eligibility documents as per Appendix-B
- d. Technical Capabilities as per Appendix-C
- e. Bidder's Information as per Appendix-F
- f. Bidder's Customer reference as per Appendix-G
- g. Declaration regarding Clean track record as per Appendix-I
- h. Commitment letter as per Appendix – K

2.5.4.2 **Part II: Commercial Bid** - should be the revenue share offer to be submitted separately as per the Commercial Submission letter as per **Appendix-D** and Commercial Bid Format as per **Appendix-E**. The commercial bid will be considered only of those parties who submitted all documents indicated in the checklist of **Part I** of the tender and are found competent on the basis of information submitted in **Part I**. Tenderers / Bidders are requested to submit their most competitive rates. It may please be noted that incomplete tenders will NOT be accepted. It's advised to go through the detailed instructions for online bid submission given in **Appendix-U** in this RFP.

2.6 Two Packet Bid System

Complete bidding process will be online (e-Tendering) in **two packet** system. Submission of bids shall be in accordance with the instructions given below:

Packet 1: Pre-Qualification and Technical Proposal - Bidder should upload information as scanned copies in PDF format as required in the RFP.

- (i) **Pre-Qualification** - The requirements for submission of the Pre-qualification Bid are provided in the RFP document.
- (ii) **Technical Bid** – The format for submission of the Technical Bid is provided in the RFP document.

Packet 2: Commercial Proposal – Bidder should provide as per "Commercial Bid Format" of this RFP.

The packets to be submitted by the bidder shall consist of the following minimum documents in accordance with the instructions given below:

Packet 1 (Pre-Qualification and Technical Proposal)	<ol style="list-style-type: none"> 1. Proof of submission of EMD should be submitted as part of the Pre-qualification Proposal. 2. Bidder's response to the Pre-Qualification criteria defined in the RFP shall be submitted as marked "Pre-Qualification Proposal". 3. The Pre-qualification related documentation shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP document. 4. Duly signed Integrity Pact (Refer Appendix-T).
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	<ol style="list-style-type: none"> 5. Pre-Qualification Proposal should not contain commercials of the Project, in either explicit or implicit form otherwise the bid will be rejected. 6. Certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal. 7. The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP document. 8. Duly filled technical specifications with cross reference details. 9. Technical Proposal should not contain commercials of the project, in either explicit or implicit form otherwise the bid will be rejected. 10. The Bidder may be required to give a presentation on their Proposal. STPI will suggest the timing and venue of the presentation(s). 11. Any information obtained during the presentation and/or visit will not be deemed to change or supplement the Bidder's Proposal as set out in the RFP. 12. Conditional technical proposal is liable for rejection. <p>Note: All documents will be submitted in PDF format and uploaded to the central public procurement portal.</p>
Packet 2 (Commercial Proposal)	<ol style="list-style-type: none"> 1. Commercial details (in the format given in the RFP) shall be submitted online in a separate Packet marked "Commercial Proposal" to be submitted as (xls/xlss format) – Appendix-E on the central public procurement portal. 2. Forms and formats mentioned in this RFP document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to the disqualification of the bid. 3. Bid quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.

STPI will not accept submission of the commercial proposal in any manner other than that specified in the RFP Document. Proposals submitted in any other manner shall be treated as defective, invalid, and rejected.

Packet 1 (Pre-Qualification & Technical Proposals) and Packet 2 (Commercial proposals) should be signed by an authorized person of the bidder. STPI will evaluate the bidder's proposal based on the clarity and completeness of its response to the requirements of the project as outlined in this RFP.

2.7 Validity of the Bid

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

2.8 Deadline for submission of bids

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

2.9 Bid opening

- 2.9.1 STPI will convene a bid opening session as specified in the RFP, which may be attended by a representative of the bidder organization who has successfully uploaded the bid.
- 2.9.2 STPI will first download Packet-1 from the e-tender portal. The bidder representative may remain present during the bid download process.
- 2.9.3 The bids will then be passed to a duly constituted Tender Evaluation Committee (TEC).
- 2.9.4 The Commercial bids of only those bidders whose bids are found qualified by the evaluation committee as per both pre-qualification and technical qualification criteria will be opened in the presence of the bidder's representatives (if available) subsequently for further evaluation.

2.10 Withdrawal, Modification or Correction of Bids

No bid may be modified, corrected, or withdrawn after the closing date prescribed in the RFP.

2.11 Rejection of Bid

STPI reserves the right to reject a proposal/bid on the following grounds:

- 2.11.1 If a commercial bid is provided with the technical bid in the same packet, then the bidder will be disqualified.
- 2.11.2 In case of offers with incomplete information, offers that are subjective and conditional, and offers that are partial.
- 2.11.3 Proposals submitted without attachments to support the applicant's specific experience in relevant projects, proposed work plan, approach and methodology and CVs of experts to be deployed.
- 2.11.4 Proposals with variation/contradiction between pre-qualification offer, technical offer, and commercial offer.
- 2.11.5 Proposal without a signed copy of the proposal and all relevant documents.
- 2.11.6 The proposal fails to comply with the stated terms, conditions, requirements, specifications, or standards outlined in the RFP document.
- 2.11.7 The proposal demonstrates a lack of technical feasibility to successfully implement the project or fulfil the specified objectives.
- 2.11.8 The proposal does not meet the expected quality standards as defined in the RFP, including but not limited to performance, durability, reliability, and safety.
- 2.11.9 The proposing entity does not possess the necessary technical expertise, qualifications, or experience required to undertake the project.

- 2.11.10 The proposal lacks essential technical documentation, such as technical proposal details, detailed technical specifications with asked references, test plans, or relevant information/certifications, which are necessary for a comprehensive evaluation.
- 2.11.11 The proposal violates applicable laws, regulations, and industry standards rendering it non-compliant and unsuitable for further consideration.
- 2.11.12 The bid fails to meet or comply with the specified terms, conditions, or contractual requirements outlined in the RFP document, including but not limited to delivery schedules, payment terms, warranties, or other commercial provisions.
- 2.11.13 The bidding entity lacks the necessary financial stability, solvency, or creditworthiness to fulfil the contractual obligations or provide the required goods/services for the duration of the project.
- 2.11.14 The bidding entity does not possess the requisite capacity, resources, or infrastructure to effectively carry out the project, meet the specified volume or demand, or ensure timely completion.
- 2.11.15 The bid fails to address all the requirements stated in the RFP or lacks essential information/documentation necessary for evaluation, making it incomplete, ambiguous, or non-responsive.
- 2.11.16 The bidding entity has a conflict of interest that could compromise the fairness, transparency, or integrity of the procurement process or raise concerns regarding undue influence, bias, or impropriety.

2.12 Earnest Money Deposit (EMD)

- 2.12.1 The bidder is requested to provide an Earnest Money Deposit (EMD) of a sum equivalent to INR 50,00,000/- (Rupees Fifty lakhs Only) as a demonstration of their serious intent and commitment to participate in this Request for Proposal (RFP). The EMD shall be in the form of a bank Guarantee/demand draft/electronic transfer/Online Mode payable to STPI.
- 2.12.2 In case of Electronic/Online transfer, a copy of the proof along with the UTR number may be emailed to **dcrrfp@soft.net**.
- 2.12.3 In the case of bank guarantee, the format of EMD is given in **Appendix R**. A hard copy of the bank guarantee/demand draft, enclosed in a sealed envelope with the tender name and reference indicated, should reach STPI, New Delhi office before the due date and time for bid submission
- 2.12.4 The account details for making online transfers are provided below:

Name of Account Holder	SOFTWARE TECHNOLOGY PARKS OF INDIA
Account No.	1098101101244
Bank	Canara Bank
IFSC Code	CNRB0001098
Address	DELHI PARLIAMENT STREET NEW DELHI, DELHI - 110002
Location / Station	NEW DELHI

2.12.5 Bidders may note that:

- i. A proposal that is not accompanied by the EMD will be summarily rejected.
- ii. STPI is not obliged to pay any interest on the EMD.
- iii. In the event of any discrepancy or disagreement regarding the forfeiture or release of the EMD, the decision of STPI shall be final and binding.
- iv. Upon the successful award of the contract, the EMD shall be returned to the successful bidders after 30 days of submission of the Performance Bank Guarantee (PBG).
- v. For the rest of the bidders, EMD shall be returned after 30 days of award of contract.
- vi. EMD is to be submitted along with the bid by the bidders. Therefore, the last date of submission of EMD will be the same as last date of submission of the bids.
- vii. The EMD may be forfeited:
 - a. If the bid is withdrawn during the validity period or any extension thereof agreed to by the bidder.
 - b. If the successful bidder fails to execute the contract or defaults on any of its obligations.
 - c. If the successful bidder fails to sign the contract and submit Performance Bank Guarantee within the stipulated period.
 - d. If the bid is varied or modified in a manner not acceptable to STPI after opening of the bid during the validity period or any extension thereof.
 - e. If the Bidder attempts to influence the evaluation process.
- viii. The following categories of bidders shall, however, be exempted from furnishing EMD/Bid Security:
 - a. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturers of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value-wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the purchaser.
 - b. Start-ups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), holding a valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded the limits prescribed in the certificate / Start-Up scheme of DPIIT.
 - c. Sellers / Service Provider having an annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s)
 - d. Central / State PSUs.
- ix. Bidders who are exempted from furnishing bid security as per clause 2.12.5(vii) are required to furnish a bid security declaration as per the format given in **Appendix-R**

2.13 Site Information

The initial site for setting up the Data Center is located in STPI-Kolkata. The project site details are as follows:

- 2.13.1 The project site is in proximity to the Fire station, Hospital, Police station, banks, road, etc.
- 2.13.2 Ample space in the periphery of the building is available for creating the fuel tank, installation of the Diesel Generator, transformers, etc.
- 2.13.3 Provisions to house the Air chillers or common chillers.

The bidder may visit the site at STPI-Kolkata to gather more information if required

SI No	Parameters	Building Specification
1	Location	STPI-Kolkata
2.	Address	5/1, DP Block, Sector V, Salt Lake, Kolkata-700091
3.	Total built-up Area	2,00,000 Sq ft
4.	Number of Floors	G+6
5.	Proposed DC Floor including Area in sq.ft.	23,000 Sq ft [13000 Sq. Ft (Wing-A:) & 10000 Sq. Ft (Wing-B)]
6	Load Bearing Capacity	Load considered in structural design (As per CPWD) Dead Load: 6.75KN/Sq. Mtr Live Load: 4 KN/Sq. Mtr
7	Floor to Ceiling Height	4.5 Mtrs (Clear)
8	Plot Area	3 Acres
9	Power Availability	EB Power: Substation: 33 KVA Transformers: 2*1200 KVA, (Space available for one) Total Load taken for building: 1600 KVA DG Set: 1*750 KVA, 1*500 KVA (Foundation available for 2 more DG Sets)

2.14 Pre-Bid Meeting

The pre-bid meeting will be held at STPI, New Delhi on the specified date as per Clause 1.3. The meeting may be attended by the representatives of the prospective Bidders. The purpose of the meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to this RFP. The Pre-bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

2.15 Clarification to the Bid Document

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

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

- 2.15.2 At any time prior to the last date of submission of Bids, the Tendering Authority (STPI) may for any reason modify the RFP.
- 2.15.3 Any modifications or reply to queries shall be hosted on <http://eprocure.gov.in> and <https://stpi.in>.
- 2.15.4 STPI at its discretion may extend the last date for the receipt of Bids.

2.16 Clarification of Bids by STPI

- 2.16.1 During the bid review, STPI may seek clarification on the bids. Detailed procedure for such clarification may be provided to the Bidder after receipt of the bid as deemed appropriate.
- 2.16.2 The Bidder shall provide full and comprehensive responses to clarification requests.
- 2.16.3 STPI reserves the right to request additional information/documents from the bidder to obtain clarification. These additional documents must be submitted within the specified timeframe. Failure to provide the requested documents within the given timeframe may result in the bid being rejected.
- 2.16.4 Any information discussed during meetings will be recorded including records of clarification requests related to the RFP and replies of such requests.

2.17 Commercial Terms and Conditions

- 2.17.1 The quoted revenue share shall be firm and fixed and there shall be no change.
- 2.17.2 The bidder shall submit a Commitment letter as per **Appendix – K** and the same shall be verified for its completeness & only those bids submitted with a commitment letter will be considered for further evaluation.
- 2.17.3 The percentage of Revenue share quoted in the Commercial bid should not be less than 15% or else should be summarily rejected.
- 2.17.4 The Revenue share quoted by the bidder will remain fixed during the entire period of Contract and shall not be subjected to change.

2.18 Supplementary Information to the RFP/ Corrigendum/ Amendments

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

2.19 STPI's Right to Terminate the Process

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

reject the bids received without assigning any reason whatsoever.

2.20 Interpretations of the clauses of the RFP

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

2.21 Sub-Contracting

Sub-contracting of the activities may be considered by bidders, subject to the following conditions:

- a. The bidder cannot sub-contract its interests/ obligations under the contract without the prior written permission of STPI.
- b. The bidder shall notify STPI in writing of all sub-contracts awarded under the contract. Such notifications shall not relieve the bidder of any liability or obligation under the contract. The bidder shall be solely responsible for provisioning and managing the services as per the SLA terms of the tender.
- c. STPI reserves its right to subject the sub-contractors to security clearances as it deems necessary and all the personnel of the sub-contractor before they are appointed to the project
- d. At no stage shall STPI be responsible/liable to a sub-contractor in any manner; and the successful bidder shall indemnify STPI for any claim arising against STPI by the successful bidder's sub-contractor.

2.22 Evaluation of Bids

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

2.22.1 Pre-qualification Evaluation (PQ)

After verification of the pre-qualification bid based on criteria defined in **clause 2.2**, bids of those bidders who qualify the pre-qualification requirements shall be eligible for technical evaluation. The bids will then be passed on to the Technical Evaluation Committee (TEC).

2.22.2 Technical Evaluation (TQ)

The evaluation of the technical bid will be carried out in the following manner:

- a. Those bidders who meet the pre-qualification requirements shall only be called to make the presentation to TEC to supplement their bids.
- b. The TEC may seek clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its bid.
- c. TEC will give a score to the bidder based on the Technical Bid and Presentation.
- d. Bidders must obtain a minimum technical score of **70% (70 marks)** to be eligible for

financial bid opening.

e. The following will be the technical evaluation scheme:

Table-2: Technical Evaluation Criteria

#	Category	Criteria	Documents required	Marking Criteria
1	Financial Turnover	Average annual revenue (in Crores) from Data Centre builds (excluding Civil construction)/ Data Center Operations/ Co-Location Services in three financial years (2021-22, 2022-23 & 2023-24)	As per clause 2.2	<ul style="list-style-type: none"> • ≥ 500 Cr (20 Marks) • < 500 Cr & ≥ 300 Cr (15 Marks) • < 300 Cr & ≥ 150 Cr (10 Marks) • < 150 Cr & ≥ 100 Cr (5 Marks) • < 100 Cr (0 Mark) (Maximum Marks=20)
2	Data Centers Experience	Number of years of experience	As per clause 2.2	<ul style="list-style-type: none"> • ≥ 15 Years (20 Marks) • < 15 & ≥ 8 Years (15 Marks) • < 8 & ≥ 5 Years (10 Marks) • < 5 Years (0 Mark) (Maximum Marks=20)
3	Number of Data Centers Project executed	Number of Data Centre Build Projects (excluding Civil construction) / Operation Projects executed by the bidder in the last 5 financial years Note: <ul style="list-style-type: none"> • DataCentre projects involving both construction and Operation will be considered as a single project under DataCentre build category. • DataCentre Operation Projects with more than 1 year of continuous operations by the bidder will be considered. 	Copy of Completion Certificate or Satisfactory service report for the projects under operation	<ul style="list-style-type: none"> • For every DataCentre built project (5 Marks) • For every DataCentre Operation project (3 Marks) (Maximum Marks=20)
4	Technical Solution Proposed	<ul style="list-style-type: none"> • Approach & Methodology highlighting the complete cycle of building and running the DataCenters including anticipated technical challenges, 	Technical solution document	5 Marks for each bullet point (Maximum Marks=20)

#	Category	Criteria	Documents required	Marking Criteria
		<p>Optimum space utilization plan</p> <ul style="list-style-type: none"> • Design Architecture and Layout along with 3D walkthrough for complete space of DataCentre based on the proposed capacity (in terms of power) and Server Farm Area • Non-IT Components to build DataCenters (Capacity & Tentative List of OEMs for non-IT components including DCIM, BMS Solutions) • Quality and Service Assurance Plan & proposed services, number of racks for Data Centre 		
5	Presentation	<p>The presentation should include the following points:</p> <ul style="list-style-type: none"> • Understanding of the Project • Proposed Technical Solution • Project Plan & Timeline • Team & Resources • Risk Management Plan • Case Studies & References • Value Proposition • Proposed GTM strategy 	Copy to be submitted	(Maximum Marks=20)

Note: After the presentation, bidders shall provide a copy of the PPT (both soft & hard copies).

2.22.3 Commercial Evaluation & Finalization of the Bidder

- Upon the completion of the technical evaluation, the commercial bids of the qualified bidders will be opened and assessed. The bids will be evaluated based on the revenue share offered as per the following format.

Table-3: Commercial Bid Format

Sl. No	Criteria	Percentage (To be filled by the Bidder)
1	Percentage of Revenue Share offered to STPI (not below 15%)

- b. The highest quoting bidder (H1) will be the bidder who has quoted the highest revenue share in the Commercial bid.
- c. The bidder who quoted the Second Highest revenue share will be the H2 bidder and will then be asked to match the revenue share of H1, to be placed on the panel (within a time frame prescribed by STPI). If H2 does not agree, H3 will be asked to match the revenue share of H1 so on and so forth, till 3 (three) empanelled suppliers/vendors are finalized. Thus, by way of successive opportunities a panel of 3 suppliers/vendors will be formed.
- d. Kolkata DataCentre project will be awarded to the H1 bidder.
- e. **Conditions for Award Transfer:** In case the H1 bidder refuses to accept the contract or is unable to complete the project, the award may be offered to H2 at the revenue share quoted by H1. Similarly, in case the H2 bidder refuses to accept the contract or is unable to complete the project, the award may be offered to H3 at the revenue share quoted by H1.
- f. To set up, operate, and maintain DataCenters at any other STPI locations, the H1 bidder will have the first right of refusal for the offer, followed by H2, and then H3.

2.23 Letter of Award

- 2.23.1 STPI will issue a Letter of Intent (LOI) to the successful bidder.
- 2.23.2 The Successful Bidder shall give his acceptance within 2 weeks from the date of issue of LOI along with PBG as per **Appendix-H**.
- 2.23.3 Upon receipt of acceptance, a formal Letter of Award (LOA) will be issued by STPI.

2.24 Signing of the Contract (Agreement)

- 2.24.1 The notification of the award shall constitute the signing of the agreement. The bidder will initiate the execution of the work as specified in the agreement. The terms of the RFP, the corrigendum/addendum issued if any and the bid response of the successful bidder would become part of the agreement/contract.
- 2.24.2 Within 15 (fifteen) working days of the bidder's receipt of the notification of the award or any subsequent extension permitted by STPI, the successful bidder shall sign the contract (as per Contract form specified by STPI) and return it to STPI.
- 2.24.3 It would be a non-exclusive agreement. STPI reserves the right to engage other vendors /suppliers for similar goods/services during the contract term.

2.25 Performance Bank Guarantee (PBG)

- 2.25.1 Successful Bidder shall submit a Performance Guarantee in the form of a Bank Guarantee from a reputed National Bank having operations in India as per the format for an amount of Rs 2.0 Crores. The validity of the PBG should cover the entire contract period plus 60 days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations. PBG shall be submitted by the

successful bidder prior to issue of letter of award (LOA).. All incidental charges whatsoever such as commission etc. with respect to the PBG shall be borne by the bidder.

- 2.25.2 The Performance Bank Guarantee shall remain valid until the successful bidder has fully completed all obligations under the contract. However, after two years of the contract award, the Performance Bank Guarantee may be revised by the bidder. The revised value shall be either 4% of the total revenue earned by the successful bidder in the previous financial year or INR 2,00,00,000 (Rupees Two Crore Only) whichever is higher. Further, the PBG shall be revised at the interval of every two years considering the above criteria till the end of the contract period.
- 2.25.3 The amount of PBG with respect to the other/future location will be decided by STPI at the time of award of work.
- 2.25.4 The Performance Bank Guarantee shall be obtained in compliance with Applicable Laws (including, in case the bidder is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- 2.25.5 The PBG shall be as per the format given in **Appendix-H**.
- 2.25.6 Notwithstanding anything to the contrary and without prejudice to any equitable rights or remedies available to STPI under applicable law; in the event the successful bidder is unable to service the resultant Agreement for whatever reason, or the Successful bidder breaches any term(s) or conditions specified in the RFP or the resultant agreement. STPI may at its sole discretion invoke/forfeit the PBG. The proceeds of the PBG shall be payable to STPI as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the resultant Agreement. STPI shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default. STPI's decision in this respect will be final.
- 2.25.7 In case of PBG being invoked due to the bidder's failure to perform/Comply with its obligations under the resultant Agreement, the Successful bidder shall ensure to replenishment of the PBG suitably to maintain its value of Rs. 2.0 Crores with necessary validity for every year.
- 2.25.8 In case the project term is extended beyond 10 years the project as mentioned in this RFP, the PBG shall be suitably extended by the Successful bidder as per the requirements of this RFP.
- 2.25.9 Upon expiry of the contract period the PBG shall be returned after deducting penalties if any.

2.26 Failure to agree with the Terms and conditions of the RFP

Failure of the Successful bidder to comply with the Terms & Conditions of the RFP shall

constitute sufficient grounds for the annulment of the award and forfeiture of the PBG. STPI reserves the right to take appropriate action in this regard.

2.27 Miscellaneous

- 2.27.1 No bidder shall submit more than one (1) bid for the Project.
- 2.27.2 The DataCenters can be built phase-wise by the bidder however the complete space is to be utilized within 4 years from the date of handover of the site.
- 2.27.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the resultant contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to the obligations specified in the resultant contract.
- 2.27.4 Any condition or qualification or any other stipulation contained in the bid shall render the bid liable for rejection being a non-responsive bid.
- 2.27.5 Successful bidder shall not have a conflict of interest that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, STPI shall be entitled to forfeit and appropriate the bid security or performance security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by STPI and not by way of penalty for, inter alia, the time, cost and effort of STPI, including consideration of such bidder's proposal (the Damages), without prejudice to any other right or remedy that may be available to STPI under the bidding documents and/or the resultant contract or otherwise.

2.28 Governing Laws

The Agreement shall be governed in accordance with applicable laws of India. Jurisdiction of the courts of New Delhi in accordance with laws of the Union of India will have exclusive jurisdiction to determine any proceeding in relation to this Contract.

2.29 Limitations of Liability

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

2.30 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 the further exercise of that right or remedy.

3. Scope of Work and Terms & Conditions

This section defines the broad scope of work to be undertaken by the successful bidder to set up, operate, and maintain the DataCenters on the revenue-sharing model. All the associated activities concerned with setting-up, Operations & Maintenance of the DataCenters shall be the successful bidder's responsibility.

3.1 Obligations of the Successful Bidder

3.1.1 Design, Procure, Installation and Commissioning of DataCenters and its components

- a. Successful bidder shall Design, Build and Operate the DataCenters as per the requirement of Rated-3/Tier-III certification by TIA/Uptime. The certification shall be obtained for all stages i.e. Design, Build and Operation by the successful bidder.
- b. Successful bidders shall initially build the server farm area for a minimum 150 rack space with a minimum of 1 MW power capacity. DataCentre design should be scalable in nature.
- c. Successful bidders shall optimize the utilization of the available DataCenters space to achieve maximum efficiency. Successful bidder shall bear all the expenditure required to set up the DataCenters and its operations.
- d. Successful bidder shall pay the necessary electrical power charges and water charges within 15 days of the demand raised by STPI based on the capacity/usage as required for running the DataCenters.
- e. Successful bidder at his own cost shall obtain all the necessary approvals from the statutory bodies for availing Power supply, Fire & Safety, for construction of fuel tank etc. STPI will provide only the facilitation support whenever required.
- f. Successful bidder shall procure, install and commission all the required equipment for setting up DataCentre not limited to Transformers, Diesel Generator sets, UPS, AC, CCTV, Fire Detection & suppression systems, BMS, Racks, etc.
- g. Successful bidder shall ensure comprehensive insurance coverage of the DataCenters except for building space.
- h. The DataCenters may be built in phase-wise by the successful bidder, however, the complete space is to be utilized for providing DataCenters services within 4 Years from the date of Commissioning/Go-Live of the DataCenters.
- i. All the DataCenters equipment procured by the successful bidder during the term of the contract shall be in the name of the successful bidder and at the end of the contract term/Pre-Exit conditions, all the DataCenters equipment such as Diesel Generator, Air Conditioner, fuel tank, interiors, Cabling, Telco room, etc. shall be transferred in the name of STPI at nominal rate (Rupees One).
- j. The physical security required for the DataCenters to be taken care of by the successful bidder, however, the general building security shall be provided by STPI.
- k. The successful bidder shall provide the list of manpower & vendors working in the DataCenters to provide the necessary permission for monitoring the authorization of entry and exit.
- l. The successful bidder to ensure that no damage is caused to the facility during the setting up or during the Operation and Maintenance of the DataCenters.
- m. All the risks associated with the setting up and Maintenance of the DataCenters to be taken care of by the successful bidder only.

3.1.2 Maintenance of the DataCenters

- a. Successful bidder shall deploy the O&M team with adequate capacity for effective Operations and Maintenance of the DataCenters.
- b. Successful bidder to ensure high availability of the DataCenters as per Rated-3/Tier-III Uptime Standards.
- c. Successful bidder shall be responsible for overall monitoring and management of equipment deployed at the DC.
- d. Ensure overall security of the solution implemented for the project.
- e. The successful bidder will design and deploy a framework based on ISO 9001, ISO 27001 (Information Security Management System), ISO 20000-1 (Service Management System) or the latest.
- f. Successful bidder shall meet the SLAs as agreed with respective customers.
- g. Successful bidder shall be responsible for operational performance and quality of service to be delivered to all the customers.
- h. Successful bidder shall be responsible for the maintenance of the DataCenters till the end of the contract period, i.e. for 10 years.
- i. STPI at its discretion, may either take over the DataCenters after the contract period or extend the contract for a further period of 5 years.

3.1.3 Certifications and Audit:

- a. Successful bidder shall obtain the Rated-3/Tier-III Certification of TIA/Uptime in the name of STPI for Design, Built and Operations.
- b. Successful bidder at his own cost shall obtain ISO 9001, 27001 & 20000 certificates for DataCentre in the name of STPI.
- c. Successful bidder is at liberty to get any international certifications in the name of STPI to enhance the credibility of the DataCentre and brand building of the services.
- d. Successful bidder shall allow STPI or its representative to conduct compliance audit as and when required during the contract period.

3.1.4 Options to leverage DataCenters at other locations

- a. Successful bidder should be ready to set up, Operate and maintain the Rated-3/Tier-III Certified DataCenters in the existing/future locations offered by STPI.
- b. Based on the requirement, the successful bidder may be offered to Operate, Maintain and Upgrade (if required) the existing DataCenters of STPI Locations based on feasibility and mutual agreement. In such cases, the ownership of the existing DataCentre Infrastructure will be transferred in the name of the successful bidder at then market value/cost evaluated by a third-party valuer appointed by STPI or STPI's book value whichever is higher.
- c. In both the above cases, revenue share will be the same as discovered through this RFP. The minimum committed charges for the other location shall be decided by STPI at the time of offering the same.

3.1.5 Marketing and Selling of DataCenters Services

- a. Successful bidder would be given a free hand to market and sell the DataCentre services under STPI's branding. However, customer ownership and billing to the end customer will remain with STPI.
- b. Successful bidder may set up a dedicated sales/marketing team with a presence in multiple geographies for continuous revenue generation. As part of this team, it is important to deploy experienced professionals who are experts in selling DataCentre services and have a decent understanding of how government departments and procurement system works.
- c. Successful bidder should not sub-contract the Space/service offering to any entities without the notice of STPI. In case of any breach noticed by STPI, the successful bidder shall be penalized and may recover all the losses incurred due to the transaction from the bidder and lead to termination of service and blacklisting.
- d. Any services offered from the DataCenters to the clients should not be against the interest of STPI or National Interest.
- e. Dedicated Web portal/Online System to be made available by the successful bidder to STPI for online monitoring of the Client Services, SLA monitoring, billing information, usage summaries and other reports.
- f. Successful bidder would be required to share the Monthly reports to STPI detailing the client list, services offered, SLA measurement, Security breaches, Billing statement, Payment details etc.
- g. A steering committee having representation from STPI and the successful bidder shall be set up with a constant endeavour to bring in more customers, increase customer satisfaction and generate more revenue from this setup. Both parties shall be responsible for the success of this project. The steering committee would meet once every month for the first 2 years of the project and then once every quarter.
- h. STPI will form a steering committee, which will have members from the successful bidder and STPI officials to finalize the rate card of the services offered as per the prevailing market rates. The rate card shall be reviewed on a "Yearly" basis, however, in case of the addition of new service, the inclusion and deliberation of the rate can be done at any point of time. The steering committee may also define the joint marketing plan including Go to Market (GTM).

3.2 Obligations of STPI

Without prejudice to any other undertakings or obligations of STPI under the Agreement, the STPI shall perform the following:

- 3.2.1 Placing the work orders to the successful bidder.
- 3.2.2 STPI will provide the necessary constructed raw space for setting up the DataCenters. The site has basic facilities like parking space, space for installing Diesel Generator sets, transformer yard etc.
- 3.2.3 To support successful bidders in marketing activities (e.g., support in targeting the Govt. clients) and GTM strategy.

- 3.2.4 STPI will help in business development and strategizing by the successful bidder, and both successful bidder & STPI shall work together to achieve business success however successful bidder needs to own the overall responsibility.

3.3 Responsibility Matrix of the Stakeholders

Sl. No.	Activity	PPP Partner	STPI
I.	Handing over the site to the successful bidder for building DataCenters		✓
II.	CAPEX Investment (100%) for building DataCenters and Operational expense in running the Data Centre	✓	
III.	Design, Procurement, Installation and Commissioning of DataCenters and its components	✓	
IV.	Statutory approval from the concerned such as the fire, fuel storage etc. and making relevant fees.	✓	✓ (Only Documentation facilitation)
V.	Operations and Maintenance of the DataCenters including manpower	✓	
VI.	Meeting Operational expenditures during the entire contract period	✓	
VII.	Audit of DataCenters i.r.o. RFP compliance		✓ (STPI or STPI appointed third party)
VIII.	Certification of DataCenters in the name of "STPI DataCenters"	✓	
IX.	Billing to the end customers		✓
X.	Payment to PPP partner (Successful bidder) share for Data Centre Services		✓
XI.	Marketing and Business Development activity for DataCenters Services	✓	✓

3.4 Terms and Duration of the Agreement

- 3.4.1 Successful bidder is expected to set up the DataCenters within nine (9) months from the date of handing over of the site. The Rated-3/Tier-3 certification of the DataCentre shall be done in the period of Six (6) months, from the date of Go-Live of the DataCentre.
- 3.4.2 STPI intends to grant the Successful bidder the right to undertake to build the DataCenters & Operate it for the period of Ten (10) years from the date of commissioning/Go-Live of the DataCenters.
- 3.4.3 Successful bidder is required to operate and run the services for a period of Ten (10) years from the date of Go-Live and that may be extendable solely at the discretion of STPI on the same terms and conditions as defined in the agreement for a further period maximum up to 5 Years.

3.5 Revenue share and minimum committed charges

- 3.5.1 The successful bidder shall commit to paying STPI minimum committed charges of Rs. 1.80 Crores (One Crores Eighty Lakh rupees) plus applicable taxes per annum for Kolkata for the first two (2) financial years and thereon at a compounded hike of 5% every year for the entire contract period irrespective of the sales and generation of the revenue.
- 3.5.2 STPI shall retain the actual revenue share or the minimum committed charges whichever is higher.
- 3.5.3 In case of commencement of the DataCentre service during the middle of the financial year, the successful bidder shall pay STPI on a pro-rata basis of the committed charges or the actual revenue whichever is higher.
- 3.5.4 In case the percentage of revenue share amounts to more than the committed charges, then the successful bidder shall pay STPI as per the actual revenues generated. In case the revenue share is less than the minimum commitment then the successful bidder shall pay the minimum committed amount.
- 3.5.5 In case the successful bidder fails to fulfil the above clause, then STPI reserves the right to terminate the contract with immediate effect, without any liability to the bidder and recover any applicable penalty from the performance bank guarantee.
- 3.5.6 The revenue shared between STPI, and the successful bidder shall apply to the revenue generated from providing DataCentre services excluding taxes.

3.6 Payment Terms

- 3.6.1 The bill to the customers will be generated by STPI..
- 3.6.2 Customers will deposit the amount against the bill generated by the STPI directorates (decentralised billing).
- 3.6.3 Payment to the successful bidder shall be done quarterly in arrears subject to payment realisation from the end user/Customer after deduction of SLA (if, any) by customer.
- 3.6.4 Before making payment to the successful bidder, each payment will undergo scrutiny for breach of SLAs and other factors and payment will be released to the successful bidder after deducting the penalty amount (if any)
- 3.6.5 All the payments shall be made in Indian Rupees (INR) currency only.
- 3.6.6 Successful bidder shall deploy an automatic tool for SLA calculation on real real-time basis including billing and accounting tools for end customers with no need for any manual intervention. This tool shall be implemented during the Go-Live Phase and needs to be approved by STPI before the final Go Live.
- 3.6.7 STPI will release the payment every quarter after the SLA penalty deduction if any and STPI will do the reconciliation in the last quarter of each financial year and adjust payment accordingly.
- 3.6.8 Minimum committed charges shall be paid by the successful bidder quarterly.

3.7 Penalties

- 3.7.1 Failure to establish the DataCentre for a minimum 150 rack space with a minimum of 1 MW power capacity in the stipulated period of Nine (9) months, from the date of handing over of the site will result in the imposition of a penalty as per the table-4 below.
- 3.7.2 Failure to get the Rated-3/Tier-3 certification of the DataCentre in the stipulated period of Six (6) months, from the date of Go-Live of the DataCentre will result in the imposition of a penalty as per table-4 below.
- 3.7.3 Performance: Successful bidders must meet SLAs as agreed with different customers for their respective parts.
- 3.7.4 The Operational performance, Quality of service and SLAs, will be assessed on customer-to-customer basis based on agreed SLA parameters to the Customer.

Table-4: Penalties

Sl. No.	Description of the Activity	Timelines	Penalties
1	Establishment of the DataCenters for a minimum 150 rack space with a minimum of 1 MW power capacity from the date of Handing over of the site	9 Months	<ul style="list-style-type: none"> • Delay upto 4 Weeks– Rs. 2.5 Lakhs per week • Delay from 4th Week up to 8th Week– Rs. 5 Lakhs per week • Delay from 8th Week up to 12th Week – Rs. 10 Lakhs per week • Delay beyond 12th week – STPI has a right to forfeiture of PBG and terminate the contract.
2	Rated 3/Tier-3 Certification	Within 6 Months from the Go-Live date of DataCentre	<ul style="list-style-type: none"> • Delay up to 6 months–Rs. 10 Lakhs per month • Delay beyond 6 months – STPI has a right to forfeiture of PBG and terminate the contract.
3	Non-Compliance of Client SLA/ Number of Breaches	> 3 per Month	<ul style="list-style-type: none"> • Deduction of 2% of PBG value
4	Delay in optimized utilization (100%) of the DataCenters services beyond 4 years	> 4 & ≤ 5 years > 5 & ≤ 6 years >6 Years	<ul style="list-style-type: none"> • Deduction of 10% of PBG value for each 3 months of delay in occupancy. • Deduction of 20% of PBG value for each 3 months of delay in occupancy. • May lead to a review of the performance & termination of the contract at the discretion of STPI.

3.8 Force Majeure

- 3.8.1 The Successful bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the Successful bidder, not involving the

successful bidder's fault or negligence and not foreseeable. Such events may include but are not limited to, Acts of God, war, floods, strikes, lock-outs and freight embargoes or adverse weather events.

- 3.8.2 For the Successful bidder to take benefit of this clause it is a condition precedent that the Successful bidder must promptly notify STPI, in writing of such conditions and the cause thereof within five (5) calendar days of the Force Majeure event arising. STPI shall study the submission of the Successful bidder and inform whether the situation can be qualified as one of Force Majeure. Unless otherwise directed by STPI in writing, the Successful bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for the performance of services not prevented by the existence of a Force Majeure event.
- 3.8.3 In the event of a delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of thirty (30) days, STPI and the Successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- 3.8.4 Notwithstanding anything to the contrary mentioned above, the decision of STPI shall be final and binding on the Successful bidder.

3.9 Termination

In the event of any content found to be in violation of any law or direction of statutory authority or found to be in contravention of Intellectual Property Rights (IPR) etc., STPI may suspend/terminate the Agreement with seven days' notice. STPI reserves the right to terminate the Agreement for any breach or non-observance or non-fulfilment of Agreement conditions that may come to its notice through complaints or as a result of the regular monitoring by giving forty-five (45) days of written notice. Wherever considered appropriate, STPI may conduct an inquiry either Suo moto or upon a complaint to determine whether there has been any breach or non-observance of the terms and conditions of the agreement. The successful bidder shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of the agreement:

- a. Neither Party shall represent the other Party in any of its dealings.
- b. The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

3.9.1 Termination for insolvency

STPI may at any time terminate the Agreement by giving written notice to the successful bidder

without compensation if the SUCCESSFUL BIDDER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to STPI.

3.9.2 Consequences of Event of Default and Insolvency

Where an Event of Default subsists or remains uncured, STPI may be entitled to one or more of the following recourses as deemed necessary by STPI:

Impose any such obligations and conditions and issue clarifications as may be necessary to inter alia ensure the smooth continuation of Services and the project which the Successful Bidder shall be obliged to comply with. This may include re-determination of the consideration payable to STPI as mutually agreed by STPI and the Successful bidder.

- a) STPI may, by a written notice of suspension to the Successful Bidder, suspend all payments if any under the Contract, provided that such notice of suspension:
 - i. shall specify the nature of the failure; and
 - ii. shall request the successful bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension.
- b) Terminate the Contract in Full.
- c) Asset transfer to STPI at nil cost may be required to offset any losses caused to STPI as a result of such default and the Successful Bidder shall compensate STPI for any such loss, damages or other costs, incurred by STPI in this regard;
- d) Successful Bidder after termination will exit along with its brand associated with STPI. Co-branding will cease to exist after exit.
- e) Invoke the PBG furnished by the Successful Bidder.

3.9.3 STPI's right to terminate

STPI may terminate this Contract in whole and encash the PBG, by giving the Successful Bidder a prior written notice of thirty (30) days indicating its intention to terminate the Contract under the following circumstances:

- a) Where STPI is of the opinion that there has been such Event of Default on the part of the Successful Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Bidder to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract.
- b) Where it comes to the notice of STPI that the Successful Bidder is in a position of actual conflict of interest with the interests of STPI, in relation to any of services arising out of services provided under the resultant contract or this RFP;
- c) Where the Successful Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Bidder, any failure by the Successful Bidder

to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Bidder or the happening of any such events that are adverse to the commercial viability of the Successful Bidder. In the event of the happening of any events of the above nature, STPI shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to the replacement bidder, and to ensure business continuity; or

- d) As a result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3.9.4 Successful Bidder, after termination, will exit along with its brand associated with STPI.

3.10 Exit Management Plan

3.10.1 The Successful bidder shall provide STPI with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management as a whole and in relation to the Project Implementation, the Operation & Maintenance of the services and SLA.

- a. Plans for the provision of contingent support to STPI and also to the Replacement bidder for a reasonable period after the transfer.
- b. Plan one year before the closure of the Contract for smooth migration to another PPP Vendor (Replacement bidder) so that the clients have not been affected.
- c. The successful bidder shall indemnify STPI of all the losses incurred.
- d. A detailed program of the transfer process of equipment such as a Diesel Generator, Air Conditioner, fuel tank, interiors, Cabling, Telco room, etc. should be shared with STPI.
- e. During Exit, the successful bidder shall transfer entire DataCenters infrastructure (IT & Non-IT) to STPI at nominal rate (Rupees One).
- f. Successful bidder shall provide the following details to STPI:
 - i. All the customer KYC details who are availing the services, service details & its charges, billing cycle etc.
 - ii. Service Provider details from whom services availed. e.g. Bandwidth service provider, etc. along with their service charges.
 - iii. Equipment OEM details along with AMC & Warranty.
- g. During Exit, the Successful bidder shall indemnify losses completely, if any, to the customers and shall meet all the obligations towards Customers, Third Party Service providers, OEMs etc. before handing over the infrastructure and clients to STPI.
- h. The Datacenter is free from legal litigations and financial obligations owing to any of the financial institutions/banks, clients, service providers etc.
- i. Plan in consultation with STPI so that no damages are caused to the facility, in case of any damages the same shall be deducted from the PBG.

3.10.2 During the exit management period, the Successful bidder shall put its best efforts to deliver the services.

3.10.3 All outstanding charges must be cleared including payments or any additional infrastructure to STPI, if not, these shall be deducted from the Performance Bank Guarantee.

3.11 Confidentiality

- 3.11.1 Successful bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 3.11.2 Additionally, the Successful bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 3.11.3 STPI shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful bidder regarding any forbidden disclosure.
- 3.11.4 Successful Bidder should provide non-disclosure agreement, as per **Appendix-I**, which has been duly approved by STPI

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a) information already available in the public domain;
- b) information which has been developed independently by the Successful bidder;
- c) information which has been received from a third party who had the right to disclose the aforesaid information;
- d) Information which has been disclosed to the public pursuant to a court order.

3.12 Arbitration

- 3.12.1 In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments, or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.
- 3.12.2 If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- 3.12.3 The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to

arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules, or re-enactments thereof.

3.12.4 The Venue of Arbitration shall be at Delhi

3.13 Third Party Claims

3.13.1 Subject to Sub-clause 3.13.2 below, the Successful bidder (the "Indemnifying Party") shall indemnify STPI (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under the Agreement

3.13.2 The indemnities set out in Sub-clause 3.13.1 above shall be subject to the following conditions:

- i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. Successful bidder hereby indemnify & hold indemnified STPI harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with the Agreement.
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
- viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the with respect to the claims to which such indemnification

3.14 Insurance

3.14.1 Obligation to maintain insurance

In connection with the provision of the Services, the Successful bidder must have and maintain for the Agreement Period, valid and enforceable insurance coverage for:

- i. public liability;
- ii. either professional indemnity or errors and omissions;
- iii. product liability;
- iv. workers' compensation as required by law; and
- v. For all the DataCenters infrastructure & equipment; and
- vi. Fire Insurance
- vii. Third Party liability

The successful bidder shall cover insurance for all the Datacenter infrastructure & equipment for one year beyond the contract period/termination of the contract.

3.14.2 Non-compliance

STPI may, at its option, either terminate the Agreement upon the failure of successful bidder, or procure such insurance at the cost of the Successful bidder, which amount may be deducted from PBG or claim from the successful bidder.

3.15 Notices

Any notice or other document, which may be given by either Party under the resultant Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

3.16 Severability & Waiver

- 3.16.1 If any provision of the resultant Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the resultant Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven (7) working days.
- 3.16.2 No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to the resultant Agreement or the SLAs of any right, remedy or provision of the Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right or provision.

3.17 Survivability

The termination or expiry of the resultant Agreement or the SLAs for any reason shall not affect or prejudice any terms of the Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

3.18 Pre-Exit Conditions

In the event of a Successful bidder chooses to pre-exit on his own due to any unforeseen reasons, the Successful bidder shall serve the notice period of one year to STPI. Under said circumstances, STPI may invoke the following conditions.

- 3.18.1 In such event of Pre-Exit within the agreed contract period, the successful bidder shall transfer the entire DataCenters infrastructure (IT & Non-IT) to STPI at a nominal rate (Rupees One).
- 3.18.2 Successful bidder shall provide the following details to STPI:
- I. All the customer KYC details who are availing the services, service details & its charges etc.
 - II. Service Provider details from whom services availed. E.g. Bandwidth service provider, etc. along with their service charges.
 - III. Equipment OEM details along with AMC & Warranty.
- 3.18.3 In such event, Successful bidder shall indemnify losses completely, if any, to the customers and shall meet all the obligations towards Customers, Third Party Service providers, OEMs etc. before handing over the infrastructure STPI.
- 3.18.4 The DataCenters are free from legal litigations and financial obligations owing to any of the financial institutions/banks, clients, service providers etc.

3.19 Mortgaging of STPI property

The successful bidder shall not mortgage or sub-license the equipment and other moveable and immovable properties of STPI or the DataCenters.

3.20 List of Appendices

Appendix-A: Tender Acceptance Letter
Appendix-B: Format of Bidder's Eligibility Documents
Appendix-C: Technical Capability
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Appendix-G: Bidder's Customer Reference
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APPENDIX-A: Tender Acceptance Letter

(To be given on Company Letter Head)

To,

Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Sub: Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model

Ref: RFP No. STPI/HQ/TECH/DC/COL/24-25/3

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.Dated.....] Regarding Engaging a Suitable Agency (PPP Vendor) for Setup, Operation and Maintenance of the Datacenter at STPI locations on Revenue Sharing Model.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

APPENDIX-B: Format of Bidder's Eligibility Documents

#	Criteria	Documents Required	Bidder's Response (Yes/No)	Documents Reference Page Number
1	<p>The Bidder must fulfil the following:</p> <p>a. Bidder must be a Legal Entity i.e., a company incorporated in India under the Companies Act, 1956 or 2013</p> <p>OR</p> <p>LLP Act 2008/ Partnership Act, 1932.</p> <p>OR</p> <p>A partnership firm registered under Indian LLP act 2008. and subsequent amendments thereto</p> <p>b. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</p> <p>c. Should submit last 3 years (2021-22, 2022-23 & 2023-24) IT returns</p> <p>d. Should have at least one permanent office in India</p>	<p>Copy of</p> <p>a. Certificate of incorporation (CIN)</p> <p>b. GST registration certificate</p> <p>c. PAN</p> <p>d. Copy of IT returns</p> <p>e. Copy of self-declaration stating at least one permanent office in India</p>		

#	Criteria	Documents Required	Bidder's Response (Yes/No)	Documents Reference Page Number
2	The Bidder must have an average annual revenue of not less than Rs 100 crore for three financial years (2021-22, 2022-23 & 2023-24) from the Data Centre builds (excluding Civil construction)/Data Center Operations/ Co-Location Services.	Copy of audited financial statements including Profit and Loss Account, Balance Sheet and Income Tax Returns of the last three financial years and Certificate from CA quantifying the average annual revenue from the Data Centre builds (excluding Civil construction)/Data Center Operations/ Co-Location Services. (Refer Appendix-O)		
3	The Net worth of the Bidder for three financial years (2021-22, 2022-23, 2023-24) should be positive.	CA Certificate with Registration Number and Seal (Refer Appendix-N)		
4	The Bidder should have been in the Data Centers business for the last five years as on 31.01.2025.	a) Copies of relevant Work Orders / Purchase orders.		
5	The bidder should have designed and commissioned at least 3 Data Centers projects (Owned or built for bidder's customer) that meet the below-mentioned requirements during the last five (5) years from the date of submission of the bid. Out of the 3 Data Center projects, at least one project should be designated specifically for commercial purposes, catering to enterprise clients, hosting services, and other revenue-generating activities.	a) DataCenters Details including power and Rack Capacity b) Valid copy of the Datacenter's certificates (a Rated-3/TIER-III certification from TIA/Uptime). c) NOC Details (Locations & Operations hours) For External Projects <ul style="list-style-type: none"> • Details of work orders/ Purchase order • Completion certificate Or <ul style="list-style-type: none"> • Undertaking mentioning project 		

#	Criteria	Documents Required	Bidder's Response (Yes/No)	Documents Reference Page Number
	<p>a. Size of at least two Data Centers should be a minimum of 200 Racks or a minimum of 1 MVA power.</p> <p>b. The Value of each Data centre project should be at least 50 Cr.</p> <p>For internal projects, the value to be considered is the cost incurred till Go-Live.</p> <p>c. At least one Data Centre should be Rated-3/TIER-III TIA/Uptime Certified or above.</p> <p>d. Should have setup 24x7x365 Network Operation Centre (NOC).</p>	<p>value and status (in case of ongoing project)</p> <p>Note: A certificate/undertaking to the effect shall have to be provided clearly defining the name, address, contact person, and contact number, email address. (Refer Appendix-P)</p> <p>In case of a non-disclosure agreement (NDA) with the Client, an undertaking in this regard must be provided by CA. (Refer Appendix-M)</p> <p>For Internal Projects An undertaking in this regard must be provided by the bidder on its company letter head duly signed and stamped from CA. Undertaking should clearly specify the scope of work, project start, Go-live date, current status and total project value including taxes. (Refer Appendix-Q)</p> <p>Note: All the necessary proof of documents to be furnished on the bidder's Letterhead</p>		
7	<p>The Bidder must possess all three valid latest certifications at the time of submitting the Bid.</p> <p>A. ISO 9001</p>	Copy of Valid Certificate		

#	Criteria	Documents Required	Bidder's Response (Yes/No)	Documents Reference Page Number
	B. ISO 20000 C. ISO 27001			
8	<p>The bidder shall submit the undertaking that their entity should not be:</p> <ol style="list-style-type: none"> insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. debarred and/ or blacklisted by any organization of GoI/Central PSU/ State Government entities as on the bid submission date. and their directors / partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their 	<p>Self-declaration by the authorized signatory duly signed and stamped on the company letterhead.</p> <p><i>(Refer Appendix-I)</i></p>		

#	Criteria	Documents Required	Bidder's Response (Yes/No)	Documents Reference Page Number
	qualifications to enter into a procurement contract within three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings			
9	Bidder must be compliant with IT Act 2000 (including 43A) and amendments.	Self-declaration from the Authorized signatory of the bidder on their letterhead. (Refer Appendix-L)		

(Authorized Signatory for the Bidder)

APPENDIX-C: Technical Capability

#	Criteria	Documents required	Marking Criteria	Compliance (Yes/No)	Document Page Reference
1	Average annual revenue (in Crores) from Data Centre builds (excluding Civil construction)/ Data Center Operations/ Co-Location Services in three financial years (2021-22, 2022-23 & 2023-24)	As per clause 2.2	<ul style="list-style-type: none"> • ≥ 500 Cr (20 Marks) • < 500 Cr & ≥ 300 Cr (15 Marks) • < 300 Cr & ≥ 150 Cr (10 Marks) • < 150 Cr & ≥ 100 Cr (5 Marks) • < 100 Cr (0 Mark) (Maximum Marks=20)		
2	Number of years of experience	As per clause 2.2	<ul style="list-style-type: none"> • ≥ 15 Years (20 Marks) • < 15 & ≥ 8 Years (15 Marks) • < 8 & ≥ 5 Years (10 Marks) • < 5 Years (0 Mark) (Maximum Marks=20)		
3	Number of Data Centre Build Projects (excluding Civil construction) / Operation Projects executed by the bidder in the last 5 financial years Note: <ul style="list-style-type: none"> • DataCentre projects involving both construction and Operation will be considered as a single project under DataCentre build category. • DataCentre Operation Projects with 	Copy of Completion Certificate or Satisfactory service report for the projects under operation	<ul style="list-style-type: none"> • For every DataCentre built project (5 Marks) • For every DataCentre Operation project (3 Marks) (Maximum Marks=20)		

#	Criteria	Document s required	Marking Criteria	Compliance (Yes/No)	Document Page Reference
	more than 1 year of continuous operations by the bidder will be considered.				
4	<ul style="list-style-type: none"> • Approach & Methodology highlighting the complete cycle of building and running the DataCenters including anticipated technical challenges, Optimum space utilization plan • Design Architecture and Layout along with 3D walkthrough for complete space of DataCentre based on the proposed capacity (in terms of power) and Server Farm Area • Non-IT Components to build DataCenters (Capacity & Tentative List of OEMs for non-IT components including DCIM, BMS Solutions) • Quality and Service Assurance Plan & proposed services, number 	Technical solution document	5 Marks for each bullet point (Maximum Marks=20)		

#	Criteria	Documents required	Marking Criteria	Compliance (Yes/No)	Document Page Reference
	of racks for Data Centre				
5	<p>The presentation should include the following points:</p> <ul style="list-style-type: none"> • Understanding of the Project • Proposed Technical Solution • Project Plan & Timeline • Team & Resources • Risk Management Plan • Case Studies & References • Value Proposition • Proposed GTM strategy 	Copy to be submitted	(Maximum Marks=20)		

(Authorised Signatory of the Bidder)

APPENDIX-D: Commercial Proposal

Commercial Submission Letter

To,
Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Sir,

Subject: Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model

Reference: RFP No: STPI/HQ/TECH/DC/COL/24-25/3

1. Having examined the conditions of contract and specifications including clarifications, amendment/addendum nos. ,....., the receipt of which is hereby duly acknowledged, we, undersigned, offer in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, we will complete the work specified in the contract within 09 months calculated from the date of issue of your Letter of Award (LoA) or handing over of the site whichever is later.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum Rs. Two Crores (2 Crores), for the due performance of the contract.
4. We agree to abide by this Bid for a period of 180 days from the date of opening of commercial bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Letter of Award of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated this day of 2025

Thanking you,
Yours faithfully,
(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

APPENDIX-E: Commercial Bid Format**Tender Inviting Authority: STPI****Name of Work: Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model****Contract No: STPI/HQ/TECH/DC/COL/24-25/3**

Name of the Bidder/ Bidding Firm / Company :		
<u>PRICE SCHEDULE</u>		
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
NUMBER #	TEXT #	TEXT #
Sl. No.	Item Description	Units
1	2	3
2	Percentage of Revenue share offered to STPI not below 15%	Percentage

Authorized Representative of the Bidder :

Name :

Designation :

Organization Address :

APPENDIX-F: General Information

Sl. No.	Particulars	Details
1	Name of the Company	
2	Address of the Corporate Headquarters	
3	Date of Incorporation	
4	Key Contact Person/s for this project	
	Name	
	Designation	
	Email	
	Contact No.	
	Name	
	Designation	
	Email	
	Contact No.	

APPENDIX-G: Bidder's Customer Reference

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

Note: Bidders should highlight their expertise in executing such projects.

APPENDIX-H: Form of Performance Guarantee

1. In consideration of the Software Technology Parks of India (hereinafter called "STPI") having agreed to allow M/s.....(Hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement No. for the work of (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Indian Rs. (Indian Rsonly). We the (Name of the Bank) having our Head Office at and having branch atreferred to as "the Bank" at the request of M/s. Successful Bidder(s) do hereby undertake to pay to STPI an amount not exceeding Indian Rs..... (Indian Rs..... only).
2. We (Name of the Bank) branch do hereby undertake to pay the amounts due and payable under this guarantee without and demure, merely on a demand from STPI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful Bidder(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs only).
3. We undertake to pay to the STPI, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the Successful Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder.
5. We (Name of the Bank) branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of STPI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Project Coordinator on behalf of STPI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful Bidder(s) accordingly discharges this guarantee.
6. We (Name of the Bank) branch further agree with STPI, that STPI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Successful Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by STPI against the said Successful Bidder(s) and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Successful Bidder(s) or for any forbearance act or omission on the part of the STPI or any indulgence by the STPI to the said Successful Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Successful Bidder(s).

8. We hereby waive the necessity of your demanding the Successful Bidder before presenting us with the demand.
9. We (Name of the Bank) Branch lastly undertake not to revoke this guarantee except with the previous consent of the STPI in writing.
10. This guarantee shall be valid upto unless extended on demand by STPI. Notwithstanding anything contained herein before our liability against this guarantee is restricted to Indian Rs. (Indian Rs..... only) and it will remain in force till unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is beforeof(.....) 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: Declaration Regarding Clean Track Record

To,
Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Sir,

Subject: Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model

Reference: Tender No:

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.] regarding Set-up, operation and maintenance of DataCenter at STPI Locations on revenue sharing model.

I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

APPENDIX-J: Non-Disclosure Agreement

[The Non-Disclosure Agreement needs to be signed by a person duly authorized by the bidder.]

[A similar agreement needs to be signed by the successful bidder on award of the contract]

The Agreement (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, STPI, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. the “Purchaser” has issued a public notice inviting various organisations to propose for hiring services of an organisations for provision of <Brief scope of work> (hereinafter called the “Project”) of the Purchaser;
2. the Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,
3. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
4. The Bidder to whom this Information (Request for Proposal # XYZ) is disclosed shall:
 - a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advice those persons of their obligations hereunder with respect to such Information;
 - c) Use the Information only as needed for the purpose of bidding for the Project; and
 - d) Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information.
5. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the Bidder; or

- c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
6. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under the Agreement.
7. Nothing contained in the Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
8. The Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
9. The Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder
By:

(Signature)

(Name)
(Designation)

(Address)
(Fax No)

In the Presence of
1.

For and on behalf of the STPI
By:

(Signature)

(Name)
(Designation)

(Address)
(Fax No)

APPENDIX-K: Commitment Letter

To,

Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Sir,

Sub: Setup, operation, and maintenance of the Data Centre at STPI locations on a revenue-sharing model

Reference: RFP No: **STPI/HQ/TECH/DC/COL/24-25/3**

1. We undertake, if our Bid is accepted, to pay STPI minimum charges of Rs.1.8 Crores (One Crore, Fifty Lakhs) plus applicable taxes per annum for the first 2 financial years and thereon at compounded hike of 5% every year irrespective of the sales and generation of the revenue for the entire contract period. In case the actual revenue share amounts to more than the committed charges of Rs. 1.8 Crore, then we undertake to pay the actual revenue share in place of committed charges to STPI
2. We undertake to absorb the entire Operations & Maintenance recurring expenditure including manpower charges, technology refresh etc. incurred during the contract period, even in case of no generation of revenues.
3. We undertake to pay STPI minimum committed charges on quarterly basis.
4. We undertake that in case of any delay in payment to STPI, then STPI may deduct a penalty as per the terms of the RFP/agreement.

Dated this day of 2025

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

APPENDIX-L: Declaration for IT Act

<<To be provided by bidder on its Letterhead and signed by Authorized Signatory>>

Date:

To
Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Subject: Compliant for IT act 2000 declaration in RFP for “RFP for Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model.”

Dear Sir,

It is certified that, M/S.....<Registered name of the bidder and its communication address>, is compliant with IT Act 2000 (including 43A) and amendments.

Yours Sincerely,

(Authorized Signature)

Name of the Bidder:

Place:

Date:

Company Seal:

APPENDIX-M: Data Centre Experience In case of NDA clients

<<To be provided by CA>>

Date: DD/MM/YYYY

To

Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Subject: Experiences for participating in “RFP for Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model.”

Dear Sir,

a) It is certified that M/S <Bidder's Registered name and its communication address>, have completed < no of project> projects and..... < insert no of projects> are going on of more than INR values of each project with scope covering IT/Non-IT implementation of Data Centre Infra during last five years as on bid submission date in India.

And/or

b) It is certified that we, M/S<Bidder's Registered name and its communication address>, have designed, built, commissioned, and installed.....<insert number> rated-3 or above certified Data Centre with 24x7x365 NOC in India, for own company or for a client and the project setup (go live date/s) is/are more than five years old with at least INRorder value/project value.

I further certify that I am competent officer to make this declaration.

Yours sincerely,

Signature (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail Address:

Note: This is applicable for the Bidder, in case of NDA signed with the client.

APPENDIX-N: Financial Net worth

<Declaration by CA >

Date: DD/MM/YYYY

To

Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Subject: RFP for “Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model.”

Dear Sir,

This is to certify that the Annual Net worth of M/S <Registered name of bidder > from the ICT/ITeS/Data Centre related services as per books and records for the following financial years are as under.

#	Financial Year	Annual Net worth (in INR Crores)
1	2023-24	
2	2022-23	
3	2021-22	
Average Annual Net worth (in INR Crores)		

I further certify that I am competent officer to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail Address:

APPENDIX-O: Financial Turnover

<Declaration by CA >

Date: DD/MM/YYYY

To

Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Subject: RFP for “Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model.”

Dear Sir,

This is to certify that the Annual Turnover of M/S <Registered name of bidder > from the ICT/ITeS/Data Centre related services as per books and records for the following financial years are as under.

#	Financial Year	Annual Net worth (in INR Crores)
1	2023-24	
2	2022-23	
3	2021-22	
Average Annual Net worth (in INR Crores)		

I further certify that I am competent officer to make this declaration.

Yours sincerely,

Signature with official seal

Name:

Designation:

Address:

Telephone & Fax:

E-mail Address:

Instructions

1. The Bidder shall attach copies of the Balance Sheets and Profit & Loss Statements for the Financial Years 2023-24, 2022- 23 and 2021-22.
2. The financial statements shall:
 - a) Be audited by a CA.
 - b) Correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

APPENDIX-P: Experience of establishing Data Centres projects

<<To be provided on the letterhead of the Bidder signed and stamped by CA>>

Date:

To

Tender Division,
Software Technology Parks of India, 1st Floor, Plate B,
Office Block - 1, East Kidwai Nagar,
New Delhi – 110023
Tel: 011-24628081/24346600

Subject: Experience of setting up Rated 3 or above data centre for participating in RFP for “Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model.”

Dear Sir,

It is certified that, M/S, have designed, built, commissioned, and installed..... Tier III or above certified Data Centre with 24x7x365 NOC in India, for own company or for a client and the project setup (go live date/s) is/are more than years old with order value/project value.

Project Details:

#	Items	Bidder's Response
1	Name of the Entity	
2	Assignment Name	
3	Name of the Client	
4	Country	
5	Contact Details of the Client (Contact Name, Address, Telephone Number)	
6	Approximate Value of the Contract	
7	Duration of Assignment (in months)	
8	Award Date (month/year)	
9	Narrative Description of the Project	
10	Number of Racks commissioned	
11	Server Farm area and Total Area in Sq. ft	
12	Completion Date (month/year)	
13	Details of Work that defines the scope relevant to the requirement	
14	Documentary Evidence(s) Attached	
15	Data Centre Power Capacity (in Megawatts / KW)	
16	Data Centre Storage Capacity (in Peta bytes)	

Yours faithfully,

Name & Designation of the Signatory

Date:

STPI

APPENDIX-Q: Bidder's experience for Internal Projects

<<To be provided on the letterhead of the Bidder signed and stamped by CA>>

Date:

To

Tender Division,

Software Technology Parks of India, 1st Floor, Plate B,

Office Block - 1, East Kidwai Nagar,

New Delhi – 110023

Tel: 011-24628081/24346600

Sub: IT/non-IT implementation experiences of Data Centre Infra for participation in RFP of the STPI titled "Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model."

Dear Sir,

It is certified that, M/S <Registered name and its communication address>, have completed at least < no of project> projects and < insert no of projects> are going on of INR 50 crores values of each project with scope covering IT/Non-IT infrastructure implementation of Data Centre Infra during last five years as on bid submission date.

Project Details are given below:

#	Items	Bidder's Response
1	Name of the Entity	
2	Assignment Name	
3	Name of the Client	
4	Country	
5	Contact Details of the Client (Contact Name, Address, Telephone Number)	
6	Approximate Value of the Contract	
7	Duration of Assignment (in months)	
8	Award Date (month/year)	
9	Narrative Description of the Project	
10	Completion Date (month/year)	
11	Details of Work that defines the scope relevant to the requirement	
12	Documentary Evidence(s) Attached	

Yours faithfully,

Name & Designation of the Signatory

Date:

Note: Provide details of every project (For Internal project only)

APPENDIX-R: Bid Security Declaration Form and EMD Format

Bid Security Declaration Form

<Letterhead of the bidder>

To
Tender Division,
Software Technology Parks of India,
1st Floor, Plate B, Office Block-1,
East Kidwai Nagar, New Delhi - 110023
Tel: +91-11-24628081

I/We, The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

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

I/We understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

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

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

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

Corporate Seal (where appropriate)

EMD Format

(BG from Nationalized / Scheduled Banks on Rs. 100/- Stamp Paper)

Date: _____

To
Tender Division,
Software Technology Parks of India,
1st Floor, Plate B, Office Block-1,
East Kidwai Nagar, New Delhi - 110023
Tel: +91-11-24628081

WHEREAS M/s <Name of the Bidder>, having its registered office at <-----address--> hereinafter called "the Bidder", has submitted its proposal for RFP titled "Setup, Operation and Maintenance of Data Center at STPI locations on revenue-sharing model."

AND WHEREAS it has been stipulated by you in the said RFP (Request for Proposal) document that the Bidder shall furnish Bank Guarantee issued by any Nationalized / Scheduled bank, for the sum of INR 50,00,000 (Rupees Fifty Lakhs Only), specified therein as security for compliance with the bidder's obligations in accordance with the RFP;

AND WHEREAS we <Name of the Bank>, hereinafter referred to as "the Bank" have agreed to give the Bidder a guarantee.

THEREFORE WE, the Bank, hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of INR 50,00,000 (Rupees Fifty Lakhs Only), and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the terms and conditions of the RFP and without cavil or argument, any sum or sums within the limit of INR 50,00,000 (Rupees Fifty Lakhs Only), without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee should be valid for at least 30 (thirty) days post expiry of the bid validity period and shall be governed and construed in accordance with Indian Laws. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

Signature and Seal of Guarantors

Date:

Address:

APPENDIX-S: Authorised Signatory Format

<To be issued on the BIDDER's Letterhead>

POWER OF ATTORNEY

Know all persons by these presents, we (Name of the company) incorporated under the laws of India and having its registered office at (Registered address) ["Bidder"] do hereby irrevocably constitute, nominate, appoint, and authorize Mr./Ms.....(Name), son/daughter/wife ofand presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid titled "Set-up, operation and Maintenance of DataCentre at STPI Locations on Revenue-sharing Model " a Request for Proposal (RFP) issued by Software Technology Parks of India (STPI) and subsequently for our selection as Successful Bidder including but not limited to signing and submission of all bids and other documents and writings, participate in meetings and providing information and/or responses to STPI, representing us in all matters before STPI, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with STPI in all matters in connection with or relating to or arising out of our bid for the said project and/or upon award thereof to us and/or till the entering into of the Authorization Agreement with the STPI.

AND we hereby agree to ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the Tender Documents issued by STPI.

IN WITNESS WHEREOF, THE ABOVE-NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF TWO THOUSAND TWENTY-FIVE.

For Accepted

(Signature)

(Name, Designation & Address)

(Signature)

(Name, Designation & Address of the Attorney)

Witness:

Instructions regarding Power of Attorney:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be submitted under common seal affixed in accordance with the required procedure.

APPENDIX-T: Integrity Pact

INTEGRITY PACT

Between

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

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitment of the Bidder(s)

- i. The Bidder(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the

execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
- e. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- ii. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- i. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 of integrity pact, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security and other actual damages due to consequential delay.
- ii. If the Principal has terminated the contract according to Section 3 of integrity pact, or if the principal is entitled to terminate the contract according to Section 3 of integrity pact, the principal shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- i. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with

any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- ii. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

- i. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders / Contractors as confidential. He reports to the STPI.
- iii. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- iv. The principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- vi. The Monitor will submit a written report to the STPI within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

- vii. If the Monitor has reported to the STPI substantiated suspicion of an offence under relevant IPC/PC Act, and the STPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- viii. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Name of HOD and Dept.
(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

APPENDIX-U: Instructions for Online Bid Submission

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

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

15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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