

एसटीपीआई-कोलकाता में आकस्मिक आधार पर वाणिज्यिक वाहनों की व्यवस्था के लिए एजेंसी की नियुक्ति सन्दर्भ संख्या - STPI/KOL/PUR-04-II/2022/QTN-02 दिनांक – 29.08.2022

सॉफ्टवेयर टेक्नोलोजी पार्क्स ऑफ़ इंडिया, कोलकाता में आकस्मिक आधार पर वाणिज्यिक वाहनों के व्यवस्था के लिए एजेंसी की नियुक्ति करने के लिए निविदा नीचे दिए गए विवरण के अनुसार आमंत्रित किया जाता है |

ऑनलाइन निविदा जमा करने की अंतिम तिथि 19.09.2022 अपराह्न 01:00PM बजे तक है और तकनीकी निविदा तिथि 20.09.2022 अपराह्न 01:00PM बजे खोला जायेगा |

मनजीत नायक निदेशक एसटीपीआई-कोलकाता TENDER FOR SELECTION OF AGENCY FOR PROVIDING COMMERCIAL VEHICLES ON CALL CASUAL BASIS AT STPI-KOLKATA Ref. No. STPI/KOL/PUR-04-II/2022/QTN-02, Date: 29.08.2022



SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics & Information Technology, Govt. of India) Webel STP II Building, 2nd Floor, DN - 53, Sector- V, Salt Lake, Kolkata-700 091. www.kolkata.stpi.in

TENDER FOR SELECTION OF AGENCY FOR PROVIDING COMMERCIAL VEHICLES ON CASUAL BASIS AT STPI-KOLKATA

Ref. No. STPI/KOL/PUR-04-II/2022/QTN-02 Date: 29.08.2022

Software Technology Parks of India, Kolkata, an Autonomous Society under Ministry of Communication and Information Technology, Govt. of India invites tenders from reputed, experienced and authorized agencies for empanelment to provide commercial vehicles on casual basis at STPI-Kolkata for one year.

The tender document is available at **https://eprocure.gov.in/eprocure/app** and **http://www.kolkata.stpi.in**. Intending bidders may download the complete tender document from the websites and should take into account corrigendum, if any published, before submitting their final Online bids. Bidder are therefore, requested to visit the above listed websites regularly to keep themselves updated.

The last date of Online bid submission is 19/09/2022 up to 01.00 PM and the Technical Bid will be opened on 20/09/2022 at 01.00 PM.

Manjit Nayak Director

| SL. NO. | CONTENT | PAGE NO. |
|---------|--|----------|
| 1. | BASIC DETAILS | 4 |
| 2. | GENERAL TERMS AND CONDITIONS | 5 - 9 |
| 3. | ELIGIBILITY CONDITIONS | 9 |
| 4. | SCOPE OF WORK | 10 |
| 5. | CONTRACTUAL TERMS & CONDITIONS | 11 - 12 |
| 6. | DETAILS OF BIDDER (Annexure-I) | 13 |
| 7. | FINANCIAL BID (Annexure-II) | 14 |
| 8. | SERVICE LEVEL AGREEMENT (Annexure-III) | 15 - 16 |
| 9. | EMD FORWARDING LETTER (Annexure-IV) | 17 |
| 10. | INSTRUCTION FOR ONLINE BID SUBMISSION (Annexure-V) | 18 - 20 |

CONTENTS OF TENDER

| BASIC DETAILS |
|----------------------|
|----------------------|

| | Tender Ref. No.: & Date | STPI/KOL/PUR-04-II/2022/QTN-02, Date: 29.08.2022 | | | | |
|----------------|-------------------------|--|--|--|--|--|
| 2 N | Mode of Tendering: | ONLINE ONLY. | | | | |
| | | 1. Technical Bid. | | | | |
| | | 2. Financial Bid. | | | | |
| 3 5 | Scope of Work : | Selection of Agency for Providing Commercial vehicles on | | | | |
| | 1 | Casual Basis for the period of One Year at STPI - Kolkata. | | | | |
| 4 1 | Tender Fee | NIL | | | | |
| 5 E | Earnest Money Deposit | Rs. 2000/- (Rupees Two Thousand Only) | | | | |
| | (EMD) | Ks. 2000/- (Kupees 1 wo Thousand Only) | | | | |
| | (in the form of NEFT | | | | | |
| | only) | | | | | |
| | Correspondence | | | | | |
| | ddress: | The Director | | | | |
| | uui 055. | Software Technology Parks of India, | | | | |
| | | Webel STP II Building, 2nd Floor, | | | | |
| | | DN - 53, Sector- V, Salt Lake, Kolkata-700091. | | | | |
| 7 | Telephone: | Tel:- 033 2367 3598 / 3798 | | | | |
| | | Fax:- 033 2367 3597. | | | | |
| ⁸ V | /alidity of Bids | 90 Days from the date of opening of bid. | | | | |
| 9 L | ast date for submission | 19 th September 2022 on or before 01:00 PM. | | | | |
| of | f Online Bid | | | | | |
| 10 D | Date and time of | 20 th September 2022 on 01:00 PM. | | | | |
| Т | echnical Bid opening | | | | | |
| 11 D | Date and time of | Shall be conveyed separately. | | | | |
| Fi | inancial Bid opening | | | | | |
| | Bank Account Details | Name of the Bank : Bank of India. | | | | |
| SI | TPI-Kolkata | Address : Plot no - Y6, Block – EP, Sector – V, | | | | |
| | | Saltlake, Kolkata – 700 091,W.B. | | | | |
| | | Account No. : 407110110005847. | | | | |
| | | IFSC Code : BKID0004071. | | | | |
| | | MICR Code : 700013101. | | | | |
| | | Account Type : Savings. | | | | |

GENERAL TERMS & CONDITIONS

1. Bids must be submitted **ONLINE** through **http://eprocure.gov.in/eprocure/app** only. **Offline bids will not be entertained for the tenders published in E-procurement platform.**

The Technical Bids shall consist of the following:

1.1. Filled details in **Annexure- I** of Tender Document.

1.2. Scan copy of EMD paid (NEFT mode only).

1.3. Scan copies of all the documents as mentioned in Eligibility Conditions as per page no.:09.

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

1.5. Commercial Bid Format has been given in **Annexure – II**, which will be submitted **ONLINE** only.

2. Each page of this tender document and its Annexures has to be authenticated with digital signature certificate and enclosed.

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

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

5. The Contract may be terminated by giving One Month Notice from STPI side without assigning any reasons and Two Month Notice from contractor side. Without Two Month notice from the contractor side, the deposited Performance Security Deposit may be fully/ partially forfeited by STPI-Kolkata. If circumstances so warrants then STPI-Kolkata reserve the right to cancel the contract with immediate effect

Submission of Bids

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

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

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

9. Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.

10. Without EMD, the bid would be rejected.

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

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

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

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

Signing of Tender

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

(a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor: In case of constituted attorney a copy of the power attorney authorization should be enclosed.

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

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

N.B

(i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

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

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

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

Technical Bid:

16. All documents relating to Technical Bid should be uploaded accordingly (refer Eligibility Conditions of Tender document).

17. All documents of Technical Bid should be submitted electronically in **PDF format**.

Digital Signature Certificate of the Tenderer

18. The Tenderer shall be required to furnish a declaration in "ONLINE" stating that the soft copies uploaded by them are genuine. Any incorrectness deviation noticed will be viewed seriously apart from cancelling the work duly forfeiting the EMD and the firm will also be blacklisted.

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

Commercial Bid:

20. Specimen Commercial Bid format has been given in **Annexure – II**, which will be submitted **ONLINE** only on **BOQ.xls**.

Opening of Tender:

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

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

23. The Bid documents are non-transferable.

24. The successful bidder (s) shall execute an Service Level Agreement as per **Annexure – III** given in the bid document, with STPI on **Rs.10 Non Judicial Stamp Paper** on the required value before the commencement of the work.

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

BID EVALUATION CRITERIA:

26. Technical Bids shall be opened first and will be evaluated.

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

AMENDMENT OF BID DOCUMENTS:

28. At any time prior to the last date for submission of Bids, STPI may, for any reason, modify the Bid document. Such modification will be published through notice in our website www.kol.stpi.in and CPP Portal https://eprocure.gov.in/eprocure/app.

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

LANGUAGE OF BID:

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

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

ACCEPTANCE OF BID AND WITHDRAWALS:

32. Conditional Bids Will Not Be Accepted And Will Be Rejected Outright.

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

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

35. After acceptance of the Bid by STPI, the bidder shall have no right to withdraw his Bid, or claim higher price.

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

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

38. Bidders with incomplete information are liable for rejection.

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

Earnest Money Deposit

40. The Bidder shall deposit EMD of required amount in the form of **NEFT** in favor of **"Software Technology Parks of India"** payable at **Kolkata**. Bids submitted without the Earnest Money is liable for rejection. The scanned copy of NEFT transaction must be uploaded accordingly along with EMD forwarding letter **(Annexure- IV)**

41. The EMD of unsuccessful bidders shall be refunded after finalization of this tender.

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

43. The tenders without EMD will be summarily rejected.

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

45. The EMD will be returned on submission of Service Level Agreement as per the given format and a request letter from bidder.

46. **Blacklisting:** Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of STPI, the STPI shall have right to reject the bid and forfeit the EMD or terminate the contract, as the case may be, without any compensation to the bidder.

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

48. **Payment Terms**: Payment will released on monthly basis within 15 days of the submission of invoice subject to all found in order. Any discrepancies arising in the billing may be deducted/ adjusted from the deposited Performance Security Deposit.

ELIGIBILITY CONDITIONS

- 49. Bidder should have necessary Trade License to provide vehicle on hire basis in All West Bengal Permit or above. (The copy of Tarde license must be uploaded.)
- 50. Bidder should have PAN and GST registration. (The copy of PAN Card and GST Registration must be uploaded)
- 51. The bidder must upload Each page of this tender document along with the necessary Annexures.
- 52. The bidder must have minimum 03 years' experience for providing vehicle service in Govt./ PSU sector. (The Work Order mentioning contract period must be uploaded as proof)
- 53. The Bidder must have a Local office at Kolkata with valid address and phone numbers. (The copy of Office address proof must be uploaded)

SCOPE OF WORK

54. Providing Casual Vehicle On Call Daily Hiring Basis As and When ordered.

| 55. Type of vehicle | : Sedan (Non – AC, Local/ Out Station) and Premium SUV/MPV (AC, | | | |
|-----------------------------|--|--|--|--|
| | Local/ Out Station). | | | |
| 56. Area of field duty | : As required. | | | |
| 57. Duty Hour | : 08 HRS. – 80 KM. / 12HRS. – 400KM. | | | |
| 58. Availability of vehicle | : Vehicles may be called for duty 24/7. | | | |
| | (Hence contractor should ensure availability of vehicles including backup vehicles with driver any time during the contract period.) | | | |
| 59. Meter reading | : Reading shall be noted from Starting to Ending place. | | | |

CONTRACTUAL TERMS AND CONDITIONS

- 60. The successful Bidder has to sign a Service Level Agreement (SLA) as per Annexure-III with STPI-Kolkata within 15 days of receiving of Work order. The SLA to be executed on an Rs.10 Non Judicial Stamp paper. The cost to be borne by the Contractor.
- 61. The vehicle to be provided shall be in good condition with respect to Engine, Body, Tire, Paint, and Upholstery.
- 62. Manufacturing Year of the Vehicle should not be older than 2021.
- 63. The driver to be provided shall be well trained and shall have a valid Driving License for light vehicle. The driver shall be well behaved.
- 64. Driver shall carry mobile phones and mobile numbers should be made available to STPI office.
- 65. The contractor shall maintain duty slip for each vehicle and get it signed by authorized STPI officials.
- 66. Meter reading shall be noted from Office to Office or Starting/Ending place. When vehicle's Garage is nearer to the Point of start duty or Point of end duty than office, in such case starting / ending reading shall be taken from Point of start duty or Point of end duty as the case may be. In case vehicle's Garage is far from the Point of start duty or Point of end duty than office, in such case starting / ending reading shall be considered by adding the distance between Point of start duty or Point of end duty and STPI Office, as the case may be.
- 67. Toll Tax/ Parking Charges (if any) shall be paid as per actual on submission of Original Slip.
- 68. The contractor shall comply with all the provisions as required under the appropriate acts of Government and also statutory requirements as applicable.
- 69. The vehicles offered for hiring should have necessary clearance and should be registered as Taxies.
- 70. The total charges includes cost of repairs expenditure, drivers pay, allowances, fuel etc. complete.
- 71. The rate quoted by the contractor / the rate at which order has been placed shall be final and no increase in rate shall be allowed during the period of contract.
- 72. In the event of any accident or damages, while vehicle is on STPI duty, STPI shall be completely free from any liability of the nature connected with the accident/damages. The contractor himself will be fully and exclusively responsible for any damage of vehicle(s) or any injury to driver or any other person in employment of contractor including any third party claims. However, if damage or loss is incurred to STPI and/or its employees, as a result of any accident or any other reason involving failure of vehicle(s)/driver, then the contractor shall reimburse on demand and without any demur the compensation/damages.

- 73. Vehicles must have valid registration certificate.
- 74. The validity of the contract agreement will be for One year initially and it may be extended further for a period of Two years i.e. one year at a time, subject to there is no change in commercial and technical terms or price and subject to satisfaction and approval from competent authority.
- 75. Vehicles must have necessary permit for driving the vehicles entire West Bengal including Kolkata, Siliguri, Durgapur, Haldia & Kharagpur area Permit.
- 76. Vehicles must have valid comprehensive insurance cover policy.
- 77. In case of breakdown of vehicle or non-availability of Driver, then the contractor shall provide backup vehicle / driver immediately. If the contractor fails to provide backup vehicle / driver then STPI may, if required, arrange the same at its own and all expenses incurred for such arrangement and service shall be borne by the contractor.
- 78. Tax as applicable will be deducted from the monthly bills payable.
- 79. The contract may be terminated by giving One Month Notice from STPI side without assigning any reasons and Two Month Notice from contractor side. Without Two Month notice from the contractor side, the deposited Performance Security Deposit may be fully/ partially forfeited by STPI-Kolkata or any discrepancies arising in the billing may be deducted/ adjusted from the deposited Performance Security Deposit.
- 80. The contractor shall be legally liable and responsible for and contravention of any legal requirements and consequent liability with regard to people deployed/employed by the contractor in connection with the work assigned to the contractor by STPI.
- 81. Any dispute arises shall be settled within the Jurisdiction of KOLKATA only.

DETAIL OF BIDDING AGENCY

| 1. | Name of the A | Agency | | | : |
|----|----------------|-----------------|----------------|--------------------------------------|----------|
| 2. | Full postal ad | ldress for corr | espo | ondence | : |
| | | Phone No | | | : |
| | | Fax No | | | : |
| | | Email Id | | | : |
| | | Website URL | | | : |
| 3. | Registration | no | | | : |
| 4. | PAN Card No | | | | : |
| 5. | Date of Incor | poration | | | : |
| 6. | Name of Dire | ctors(s)/Partr | ners | /Proprieto | r: a) |
| | | | | | b) |
| 7. | GST Registra | tion no. | | | : |
| 8. | Distance from | n Garage to Of | fice | | : |
| 9. | Bank Account | t Details | | | : |
| | | | a. b. c. | Name of th Account N Branch Ad | o. : |
| | | | d. e. | Branch Co IFSC Code | |

Certified that the above facts and figures are correct to the best of my/our knowledge and belief.

: :

Date :

Place :

Note:- Copies of relevant certificates must be uploaded for the proof of all the above statements.

Page **13** of **20**

Annexure-I

Annexure-II

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

| me of Work | TENDER FOR SELE | CTION OF AGE | ENCY FOR PROVIDING | COMMERCIAL VEHICLE | ES ON CALL CASUAL B | ASIS AT STPI-KOLKAT | ę | | | |
|--|---|--|---|--|--|---|--|--|-------------------|--------------------------------------|
| nder Ref. N | o: STPIKOL/PUR-04-1/20 | 22/0TN-02, Da | te: 29.08.2022 | | | | | | | |
| me of the dder! dding Firm / enpany : | | | | | | | | | | |
| This BOQ 1 | emplate must not be mod | ifiedireplaced i | by the bidder and the sa | me should be uploaded | after filing the releven | CHEDULE It columns, else the bid Ify (| der is liable to be rejec | ted for this tender | Bidders are allow | wed to enter the Sidder Name and Val |
| NUMBER | TEXT | TEXT | NUMBER # | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER # | NUMBER # | TEXT # |
| SI. No. | Item Description | Quoted Currency in INR / Other Currency | BASIC RATE In Figures To be entered by the Bidder in Rs. P [Rate on Daily On-Call Basis] | BASIC RATE in Figures To be entered by the Bidder in Rs. P [Rate on Extra K.m.] | BASIC RATE in Figures To be entered by the Bidder in Rs. P [Rate on Extra Hour] | BASIC RATE In Figures To be entered by the Bidder in Rs. P [Other Charges, if any] | GST as applicable in Percentage [Put the decimal value of GST only] | TOTAL AMOUNT Without Taxes in Rs. P | | TOTAL AMOUNT In Words |
| 1 | Maruti Swift Dezire (Non-AC, Local) 8 Hr - 80 K.m. | INR | | | | | | 0.00 | 0.00 | NR Zen Only |
| 2 | Maruti Swift Dezire (Non-AC, Outstation) 12 Hr - 400 K.m. | INR | | | | | | 0.00 | 0.90 | NR Zero Crily |
| 3 | innova Crysta (AC, Local) 8 Hr 80 K.m. | INR | | | | | | 0.00 | 0.90 | NR Zero Only |
| 34 | Innova Crysta (AC, Outstation) 12 Hr - 400 K.m. | INR | | | | | | 0.00 | 0.00 | INR Zero Only |
| | 15 | | | | | | | 0.00 | 0.00 | NR Zero Only |

Annexure-III

SERVICE LEVEL AGREEMENT

This agreement is made on this ______ day of ______, 2022 between Software Technology Parks of India (Ministry of Electronics & IT, Govt of India), Webel STP II Building, 2nd Floor, DN - 53, Sector- V, Salt Lake, Kolkata-700 091 represented through its Officer-In-Charge or his successor and hereafter referred to as 1st party or Purchaser

And

| (com | company name) having its registered office at | | | | | |
|--|---|----------|------------|--------|--------|------|
| | | (address | s of the | compa | ny) | and |
| service center at | | Kolkata | (Service | center | addro | ess) |
| represent through Sri | ., | (Des | signation) | or his | succes | ssor |
| and hereafter referred to as 2 nd party or Contractor | | | | | | |

Whereas the Contractor has offered to provide services to the Purchaser in terms and in whole as mentioned in the Bid enquiry document no. <u>Ref No:- STPI/KOL/PUR-04-II/2022/QTN-02, Date: 29.08.2022</u> published by the Purchaser.

Whereas the Purchaser, on fully satisfied with the eligibility and technical capability of the Contractor, has placed an order on the Contractor to provide such services as given in the Scope of Work mentioned in the Bid enquiry document no. <u>Ref No:- STPI/KOL/PUR-04-II/2022/QTN-02, Date: 29.08.2022</u> published by the Purchaser.

And whereas the Contractor hereby agrees to provide such services to the Purchaser and both the parties hereby enters into a Service Level Agreement as follows:

- 1. No part of the document could be deleted or rearranged without the mutual consent of both the parties.
- 2. The Contractor shall provide the services as per the Scope of Work.
- 3. The following documents submitted by the contractor during bidding process, shall be deemed to form and be read and constructed as integral part of this agreement.
 - i. The commercial bid submitted by the contractor
 - ii. General terms and conditions
 - iii. Eligibility condition
 - iv. Scope of Work
 - v. Bidder Details
 - vi. Contractual Terms and Conditions

vii. Work Order no. _____ dt: _____

4. This agreement shall have an initial validity of One Year from the effective date given in the Work Order.

- 5. The validity of the contract agreement will be for one year and it may be extended further for a period of Two years i.e. one year at a time, subject to there is no change in commercial and technical terms or price and subject to satisfaction and approval from competent authority.
- 6. The contractor shall liable to penalty as per the Contractual Terms and Conditions for breach of contract or delay / discontinue of services.
- 7. The contractor shall deposit taxes (if any) received from STPI in due time and fulfill all statutory obligations for providing such services to STPI.
- 8. The contractor shall maintain full secrecy regarding the infrastructural setup of STPI.
- The contractor and any of its authorized person shall not involve themselves in any other activities while on duty of STPI - Kolkata except doing works related for the purpose and requirement of contract.
- 10. The contractor must agree to all General and Contractual Terms & Conditions given in the Bid document and Work order.
- 11. The contractor must provide the backup vehicle/ driver immediately during the breakdown of Vehicle/ Non availability of driver during the One Year contract period.

There being no other issues between the Purchaser and the Contractor, both the parties have given their signature as mutual acceptance, in front of the witnesses.

| Witness | |
|---------|----------------------------|
| 1. | Signature of the 1st Party |
| | Name: Designation: |
| | |
| 2. | Signature of the 2nd Party |
| | Name: Designation: |

Annexure- IV

EMD Forwarding Letter

| То | From (Name & Address of the Bidder) |
|---|-------------------------------------|
| Director | |
| Software Technology Parks of India | |
| Webel STP II Building, 2 nd Floor, Block-DN, | |
| Plot-53, Sec-V, Saltlake, Kolkata - 700091. | |

Sub: Earnest Money Deposit for Tender Ref. No.: STPI/KOL/PUR-04-II/2022/QTN-02, Date: 29.08.2022 Dear Sir,

| and amendments for "Comprehensive A | , having read and examined in detail the bid document Annual Maintenance Contract of Air-Conditioners at STPI-Kolkata and its hereby inform that : |
|-------------------------------------|--|
| 1. EMD of Rs(Rupees |) has been transferred through NEFT . |
| h Americant. | EMD |
| We, M/s | having read and understand the clause no <u>. 44 under general terms &</u> |

Vendor details (for EMD return purpose) :

| a. Name of the company | : |
|------------------------|---|
| b. Name of Bank | : |
| c. Account Number | : |
| d. Branch Name | : |
| e. Branch Address | : |
| f. IFSC code | : |
| | |

Yours Sincerely, Signature & Seal of bidder

Annexure-V

Instructions for Online Bid Submission

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

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

REGISTRATION

1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

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

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

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

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.