



सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ़ इंडिया

(इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार)
Webel STP II Building, 2nd Floor,
DN - 53, Sector- V, Salt Lake, Kolkata-700091.
kolkata.stpi.in

एसटीपीआई-कोलकाता और उसके उप-केंद्रों (दुर्गापुर, सिलीगुड़ी, हल्दिया और खरगपुर) में
आउटसोर्सिंग कर्मचारी प्रदान करने हेतु एजेंसी का चयन के लिए निविदा

सन्दर्भ संख्या - **STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8**

दिनांक - **17/02/2023**

सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ़ इंडिया कोलकाता और उसके उप-केंद्रों (दुर्गापुर, सिलीगुड़ी, हल्दिया और खरगपुर) में
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है |

ऑनलाइन निविदा जमा करने की अंतिम तिथि **10/03/2023 अपराह्न 03:00pm** बजे तक है और तकनीकी निविदा तिथि
13/03/2023 अपराह्न 03:00 बजे खोला जायेगा |

मनजीत नायक
निदेशक
एसटीपीआई-कोलकाता



SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics & Information Technology)
2nd FLOOR, WEBEL STP II BUILDING, PLOT NO -53,
BLOCK - DN, SECTOR-V, SALT LAKE, KOLKATA – 700091.
kolkata.stpi.in

(ई - खरीद सूचना)
(E- Procurement Notice)

निविदा दस्तावेज़
TENDER DOCUMENT

सॉफ्टवेयर टेक्नोलोजी पार्क्स ऑफ़ इंडिया कोलकाता और उसके उप-केंद्रों (दुर्गापुर, सिलीगुड़ी, हल्दिया और खरगपुर) में
आउटसोर्सिंग कर्मचारी प्रदान करने हेतु एजेंसी का चयन के लिए निविदा

SELECTION OF MANPOWER AGENCY FOR PROVIDING OUTSOURCE
EMPLOYEES AT STPI KOLKATA AND ITS SUB CENTERS (Durgapur, Siliguri, Haldia and Kharagpur)

17th फरवरी/ February 2023

SOFTWARE TECHNOLOGY PARKS OF INDIA

KOLKATA

BID DOCUMENTS

No.: STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8

Dated: 17/02/2023

BID DOCUMENT FOR SELECTION OF MANPOWER AGENCY FOR PROVIDING OUTSOURCE EMPLOYEES AT SOFTWARE TECHNOLOGY PARKS OF INDIA, KOLKATA AND ITS SUB CENTERS (DURGAPUR, SILIGURI, HALDIA AND KHARAGPUR).

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BASIC DETAILS

1	Bid Enquiry No. and date	STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8, Dated: 17/02/2023
2	Two Bid Systems	Technical and Commercial.
3	Scope of Work	Selection of Manpower Agency for providing outsource employees at Software Technology Parks of India, Kolkata and Its Sub Centres (Durgapur, Siliguri, Haldia and Kharagpur).
4	Correspondence address	To The Director Software Technology Parks of India 2nd Floor, Webel STP II Building, Plot No -53, Block - DN, Sector-V, Saltlake, Kolkata – 700091. Phone No.033-23673598/99.
5	Tender Fee (NEFT) (Non – Refundable)	NIL.
6	EMD (NEFT)	Rs. 50,000/- (Rupees Fifty Thousand Only). In favour of “Software Technology Parks of India” Payable at Kolkata.
7	Validity of bids	90 days from the date of opening of bids.
8	Last date and time for submission of Online Bid	10.03.2023 upto 03:00 PM.
9	Online Technical Bid opening	13.03.2023 at 03:00 PM.
10	Pre Bid Meeting	27.02.2020 at 11:00 PM.
11	Place of Pre Bid Meeting/ Opening of Bid	Software Technology Parks of India 2nd Floor, Webel STP II Building, Plot No -53, Block - DN, Sector-V, Saltlake, Kolkata – 700091. Phone No.033-23673598/99.
12	Performance Security Deposit	Performance Security in the form of Bank Guarantee (BG)/ Demand Draft of Rs. 1 Lakh (Rupees One Lakh only) to be deposited by the successful bidder as per terms in the bid document.
13	Bank Account Details of STPI-Kolkata	Name of the Bank : Bank of India. Address: Plot No. : Y6, Block – EP, Sector – V, Saltlake, Kolkata – 700 091,W.B. Account No. : 407110110005847. IFSC Code : BKID0004071. MICR Code : 700013101. Account Type : Savings.

General Terms and 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 Bid shall consist of the following must be uploaded:

- 1.1. Complete Tender Document with filled information with authorised signature & company stamp in each page.
- 1.2. Scan copy of NEFT transaction slip towards EMD.
- 1.3. Scan copies of all the documents as mentioned in eligibility conditions along with authorised signature & company stamp.
- 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 with authorised signature & company stamp.

The Commercial Bids shall consist of the following:

- 1.5. BOQ.

1. Each page of this NIT and its Annexures, comprising **32** (Thirty Two) pages, has to be authenticated with Digital Signature certificate and enclosed, failing which their bids may be declared non responsive.
2. Copy of Registration Certificate issued by NSIC, Govt. of India Enterprise/DG S&D, MSME units registered with District Industries Centre/ Startups as recognized by Department of Industry Policy & Promotion (DIPP)/ Department of Commerce and Industries, Government of West Bengal or with respective State Governments in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security).
3. All the documents in support of eligibility conditions are to be uploaded along with Technical Bid. The Tenderers are advised in their own interest to upload the scanned copies of the desired papers/documents with their bids failing which their bids may be declared non responsive.

4. Submission of Bids

- 4.1. Bidder should take into account any corrigendum published on the tender document before uploading their bids.
- 4.2. 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.
- 4.3. 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.
- 4.4. Bidder has to select the payment option as “online” if it is through NEFT to pay the EMD as applicable.
- 4.5. Bidder should prepare the EMD as per the instructions specified in this tender document and must be uploaded on or before the last date and time of the bid submission with **Annexure- V**. The details of the NEFT issued 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.
- 4.6. 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.

- 4.7.** A standard BOQ format has been provided with this tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.8.** 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.
- 4.9.** Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.
- 4.10.** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Signing of Tender

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

- (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

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by the partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such person and if on enquiry, it appears that the persons so signing had no authority to do so, the Director, STPI Kolkata may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

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

6. Technical Bid:

- 6.1. All documents relating to technical bids should be uploaded accordingly (refer eligibility conditions of Tender document).
- 6.2. All documents of technical bid should be submitted electronically in PDF format.
- 6.3. 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.

7. Commercial Bid:

- 7.1. The Department shall carry out the Technical evaluation solely based on the uploaded certificates/ documents in the e-procurement system and open the price bids of responsive bidders.
- 7.2. The Commercial Bid should be submitted in BOQ file given in CPP Portal. The bidder has to digitally signed and upload the required bid documents one by one as indicated in the tender document.
- 7.3. The Commercial Bids of the Tenderer short-listed after evaluation of technical bids will be opened on a specified date and time to be intimated to the respective Tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate both Technical Bids and the Commercial Bids.

8. Opening of Tender:

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

9. STPI may extend the last date of submission of Bid or opening date of Bid as it may deem required for any administrative reasons.
10. Bidders are advised to visit the site and see for themselves the locations for which the services are required to be provided.
11. The Bid documents are non-transferable.
12. The successful bidder (s) shall execute a Service Level Agreement as per **Annexure – III** given in the bid document, with STPI on the **Non Judicial Stamp Paper** on the required value of **Rs.100/-** before the commencement of the work.
13. 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.

14. BID EVALUATION CRITERIA:

- 14.1. Eligibility claim shall be opened first and will be evaluated for the fulfilment of the Bidder’s Eligibility Criteria.
- 14.2. Failing to meet the requirements, the bidder shall be rejected.
- 14.3. Commercial Bids as per BOQ of only eligible bidders shall be opened subsequently at a date and time to be declared later.
- 14.4. The technically qualified bidder, whose commercial offer as per the price schedule is determined to be the lowest bidder after evaluation will be considered for the award of contract.

15. AMENDMENT OF BID DOCUMENTS:

- 15.1.** 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 kolkata.stpi.in and CPP Portal <http://eprocure.gov.in>
- 15.2.** The bidders shall have no right to amend the bid after submitting the same to STPI unless otherwise asked to do so by STPI.

16. LANGUAGE OF BID:

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

- 17.** 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.

18. ACCEPTANCE OF BID AND WITHDRAWALS:

- 18.1. CONDITIONAL BIDS WILL NOT BE ACCEPTED AND WILL BE REJECTED OUTRIGHT.**
- 18.2.** If any of the conditions of Bid are not fulfilled, such Bid/Bids will be summarily rejected out right and objections raised in this regards will not be entertained.
- 18.3.** 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.
- 18.4.** After acceptance of the Bid by STPI, the bidder shall have no right to withdraw his Bid or claim higher price. In such case, the EMD may be forfeited by STPI-Kolkata.
- 18.5.** 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.
- 18.6.** 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.
- 18.7.** Bidders with incomplete information are liable for rejection.
- 18.8.** 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.

19. EARNEST MONEY DEPOSIT

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

- 19.1.** The EMD of unsuccessful bidders shall be refunded after finalisation of this tender on against a request letter/ mail from bidder/s.
 - 19.2.** Firms registered under NSIC/DGS&D/MSME act 2006/ Startups as recognized by Department of Industry Policy & Promotion (DIPP)/ certificate allowing such exemption with current validity, are exempted from furnishing (EMD) Bid Security.
 - 19.3.** The EMD of successful bidder shall be refunded after deposit of Performance Security Deposit or shall be adjusted to the Performance security deposit.
 - 19.4.** The tenders without EMD will be summarily rejected. If exemption is claimed from payment of Bid Security, 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.
 - 19.5.** The EMD may be forfeited if a bidder withdraws his bid during the period of validity specified by the bidder on the Bid document.
 - 19.6.** The EMD of successful bidder may be forfeited if the agency fails to deposit the performance security deposit on time or doesn't start the work as specified in the scope of work within the stipulated time mentioned clearly in the bid document after receiving the W.O. or fails to sign the agreement.
- 20. 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 and Performance Security Deposit or terminate the contract, as the case may be, without any compensation to the bidder. Annexure- VI must be uploaded.
- 21. 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.

ELIGIBILITY CONDITIONS

1. The bidder shall be Proprietary/Partnership Firm, Company registered under Companies Act, Legally constituted Corporate Body empanelled / registered who possess the required licenses.(Copy of relevant documents must be uploaded as proof).
2. The bidder must have at least Three (03) years of experience in providing outsource manpower.(Copy of Work Order documents must be uploaded as proof).
3. The bidder must be providing outsource manpower service to atleast Five (05) clients/organizations where it has provided at least 10 employees in each organization. (Copy of the Work Orders must be uploaded as proof).
4. The bidder should have minimum Financial Turnover of Rs. 5,00,00,000/- (Rupees Five crore) per annum consecutively for the last Three Financial years. (Copy of CA Certified Audited Balance Sheet for FY 2019-20, 2020-21 and 2021 - 22 must be uploaded as poof)
5. The bidder shall have the following registration and copies of the same must be uploaded as a proof in Technical bid.
 - a. PF registration
 - b. ESI registration
 - c. Valid License as Manpower Providing Agency.
 - d. Any other registration required from concern authorities for the said work.
6. The bidder must have PAN and GST registration. (Copy of relevant documents must be uploaded as proof).
- 7. The bidder must have functional office at KOLKATA.**
8. The Bidder should not be blacklisted by any Central/State Govt. /Autonomous body/PSU etc. (An Undertaking in Company's Letter Head must be uploaded as proof, Annexure- VI must be uploaded).
9. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company/ Agency). (A Notarised Undertaking must be uploaded as proof.)

Note: The bidder shall be required to upload the supporting documents in respect of Eligibility criteria with Technical Bid.

SCOPE OF WORK

The Agency shall provide required manpower during the contract at STPI Kolkata and its sub centres viz. Durgapur, Siliguri, Haldia and Kharagpur. The initial requirement of manpower, qualification, experience is given below:

Sl.	Portfolio / Designation	Preferable Qualification	Desirable Skills	Required Number of candidates (Approx)
1.	Project Associate (Technical)	Diploma in Engineering in relevant field/ BCA	Knowledge of Computer Networking, Router, Switch Operation, Fiber Communication, Network Operation Centre (NOC) O&M	19
2.	Project Associate (Non Technical)	Graduate in relevant field	Knowledge of computers, word, excel, English typing, writing Skills.	

- 1) The Service Provider would be required to provide sufficient number and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the STPI. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of STPI. The Service Provider shall provide Manpower Services at STPI premises as per Schedule of Work / Requirements which may be amended from time to time by STPI during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by STPI from time to time.
- 2) The responsibility of effective and efficient delivery would rest with the Service Provider. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.
- 3) The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- 4) The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the STPI at the time of joining of the employees, if he/she so desires.

- 5) STPI shall verify the candidature and take interview of the candidates arranged by the agency.
- 6) STPI shall select the candidates as may deem fit and inform the agency who in turn shall engage them for providing service at STPI Kolkata or its sub center as required by STPI.
- 7) Similarly whenever there is further requirement or any candidate leaves the job, then the agency shall immediately place the name of candidates after proper scrutiny for interview and selection by STPI Kolkata.
- 8) If no candidate is found suitable for the job among the candidates arranged by the agency, then the agency shall arrange for more candidates to be interviewed by STPI Kolkata till final selection could be made.
- 9) The agency shall provide manpower as and when required by STPI Kolkata. The above mentioned number of required manpower is indicative, may vary as per the actual requirement of STPI.

SPECIAL TERMS AND CONDITIONS

Any terms and conditions mentioned here shall supersede any such similar conditions given elsewhere in the bid document. The special terms and conditions shall be as follows:

- 1) Agency service charge shall be quoted in the Commercial Bid document (BOQ) only.

2) Any conditional bids shall be rejected.

- 3) The bids submitted through Post, by hand, fax or email will not be accepted. Only ONLINE bids will be accepted.
- 4) The Selected Bidder has to sign a Service Level Agreement with STPI-Kolkata as per Annexure – III given in the bid document, with STPI on the Non Judicial Stamp Paper on the required value of Rs.100/- before the commencement of the work.
- 5) The copies of required certificates for satisfying the eligibility must be provided in the **Technical Bid**.
- 6) The bidder must provide and upload the detail in the format given in Annexure-I and provide all the supporting documents as a proof.
- 7) The bidder (if qualified) shall provide required Performance Security Deposit for the contract period as mentioned in the Contractual Terms and Conditions.
- 8) Agency shall charge “Service Charge” on the CTC of each candidate fixed by STPI.
- 9) CTC shall not include any reimbursement/ allowance paid directly to the employees by STPI.

- 10) The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 11) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to STPI or any other authority under Law.
- 12) It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.
- 13) **The bidder must have functional office at KOLKATA.**

The service provider shall ensure the following in respect of his employees.

The working hours and days of the outsourced employees will be as per the applicable rules of STPI. However, they have to work on holidays, if necessary and required based on demand of work.

In an event of deployed personnel availing leave, and if required by STPI suitable substitute(s) shall be provided by service provider as per mutual understanding with STPI.

Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.

Working shifts (includes day and night shift) if any, and daily working hours shall be as per prevailing rules of STPI.

The attendance of the employees will be entered in the register and/or in the Biometric attendance system at the STPI premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the STPI or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

The working hours for the manpower to be provided by the agency to STPI-Kolkata and its sub centres shall be 08 Hours/06 Days in a week OR as decided by STPI. The agency may grant the twelve (12) paid casual leave to deployed manpower throughout entire contract period of one year. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by STPI in the billed amount if no replacement is provided.

The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the STPI.

The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.

The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the STPI on demand.

No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the STPI.

The STPI will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the STPI would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

The Service Provider shall be required to keep STPI updated about the change of address, change of the Management etc. from time to time.

The STPI shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise.

The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with STPI so that optimal services of the persons deployed could be availed without any disruption.

For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against STPI.

The STPI shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

Payment Terms: Payment will be released on monthly basis (on satisfactory service) after submission of invoice in duplicate and attendance sheet. The mode of payment is through NEFT only. The invoice and attendance sheet is subject to verification. The payment may get delayed/ withheld if the agency submits any wrong information / false documents with the bill. Applicable Taxes shall be deducted from the bill as per the Govt. notification time to time.

The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share and Professional Tax/ Income Tax, within 15th day of the month of payment/ prescribed time limit fixed by the respective Authority for the support staff engaged from their account.

Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.

The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number/ Online mode and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by STPI.

The Service Provider shall be responsible for timely payment of take-home remuneration to the supporting staff by 5th of succeeding month and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

The Service Provider shall submit before STPI, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.

The Service Providing agency shall issue individual pay slip to the deployed persons and necessary documents like TDS return, Form – 16 etc.

The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.

Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the STPI from the payments due to the Service Provider.

All applicable taxes and duties except GST, shall be payable by the Service Provider and STPI shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.

The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.

Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.

The Breakup of the components to be provided to STPI. The STPI will provide Salary and Wage as per applicable in their area for the category of Resource they want to procure.

The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any:

Minimum Wage + ESI + EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), which is provided by STPI and the rest (GST on the component provided by the STPI) is added by the platform.

In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, STPI shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.

The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the STPI during the period.

Any other Terms and Conditions as mentioned in the Contractual Terms and Conditions for Services.

Contractual Terms and Conditions

1. The initial period of contract shall be for One year and may be extended by Two years, One year at a time, depending on the performance, same rates, terms & conditions of the agency and at the discretion of Director, STPI KOLKATA. STPI further reserves the right to split the order among more than one bidder if considered necessary
2. **Signing of agreement and Security Deposit:** The Successful Agency will have to enter into an agreement with SOFTWARE TECHNOLOGY PARKS OF INDIA, KOLKATA and deposit PERFORMANCE SECURITY DEPOSIT within 15 days of receipt of the contract/WO, failing which their earnest money shall be forfeited.
The agency may adjust the EMD paid with the tender (if any) to the security deposit and submit the balance amount only along with a written request letter to do so. No interest will be paid on the Security Deposit. The amount of Security Deposit will be refunded to the agency, within one month after successful completion of the contract.
3. The Performance Security Deposit of Rs.1 Lakhs (Rupees ONE Lakh only) shall be deposited in shape of Bank Guarantee from a Nationalized Bank/ Demand Draft (DD). The Bank Guarantee or DD amount must be remain/ kept valid upto 03 months from the expiry of the contract. The format of Bank Guaranty will as per **Annexure - IV**. In the event of renewal of contract after one year, the agency shall have to submit extended performance guarantee. In case of any discrepancy/ deviation, the Performance Security Deposit may be fully/ partially forfeited or adjusted depending upon the case, if any.
4. In case the performance of the agency is not found satisfactory during the period of contract or the agency fails to abide by any clause of the contract then the Performance Security Deposit can be partly or wholly forfeited.

5. The agency shall deploy required manpower on duty at STPI-KOLKATA office and other Sub centers of STPI (Siliguri, Haldia, Durgapur & Kharagpur) as required.
6. The Agency shall keep past record of the personnel for minimum of 03 years.
7. The character and antecedents of each and every personnel deployed in STPI should be certified by the firm in writing. The list of all the personnel along with their present and permanent address, two recent colour passport photographs with signature, proof of date of birth, proof of qualification, Photo copy of discharge certificate from previous job and Physical /Medical fitness certificate must be submitted in duplicate within 15 days from commencement of the contract. Physical fitness certificate shall be certified by a practicing doctor. All documents shall be attested by the agency.
8. The agency shall comply with all the provisions as required under the appropriate acts of Government and also statutory requirements as applicable.
9. Registration numbers with Employees State Insurance Ltd and Employees Contributed Provident Fund and GST etc. should be up to date and may be submitted as and when demand by STPI.
10. If any personnel required to stay in leave, he will take prior permission from STPI by written application and also mention the name of the reliever. If any personnel seeking long leave more than 3 days then agency will provide replacement as extra personnel and also provide the detail permanent, present address of him. A replacement letter for the required time period will be sent to STPI.
11. The personnel of the Agency shall not join any labour union or resort to strike or demonstrate or any other agitation of this nature.
12. The agency shall deploy as required number of personnel, so as to cater to the working arrangements as shown above with provision. However, STPI may assist the Agency to find out the required personnel.
13. The required strength of outsource man power may be increase or decrease at any time depending upon requirement of STPI.
14. The STPI reserves the right to cancel this agreement or any part thereof and shall be entitled to rescind the agreement wholly or in a part by a written notice to Agency if;
 - The Agency does not adhere to any of the terms and conditions of the agreement
 - The agency fails to deposit performance security deposit at the time of sign on contract papers.

- The Agency fails to provide required personnel in time and or replace the vacancy promptly.
 - The agency becomes bankrupt or goes into desolation.
 - The cumulative penalties reach 10% of the contract value.
 - Repeated breach of General, Special and Contractual terms and conditions beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of any conditions is defined as performance lower than defined lower performance in this agreement.
 - In case of major default on the part of the Service Provider, STPI may provide a 24-hour written notice terminating the contract to the Service Provider.
15. STPI reserves the right to terminate the contract by giving One (01) month notice without assigning any reasons therefore.
16. In the event of the contract not being performed or carried out to the satisfaction of STPI, it would be constructed as a breach of contract, and STPI will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof and the security deposit made by the agency towards successful implementation of the contract will be forfeited.
17. **REVISION & CHANGES:** - The STPI may in writing make any revision or changes in the agreement including additions or deletions from the agreement. Agency shall carry out such revision/changes and be bound by the same terms and conditions to the extent applicable. Similarly, agency may also suggest the changes as and when such necessary arises.
18. The Contract Agreement can be terminated at any time by giving Two Months notice by the agency.
19. Any dispute arises shall be settled within the Jurisdiction of KOLKATA Court only.

20. **Penalties for Non-Compliance to Service Level Agreement:**

Penalties will be levied on the service provider for the violation of terms and conditions of the agreement as mentioned below:

Sl. No.	Service level agreement	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by STPI depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement within 2 days as decided by STPI depending on the gravity of the act.
4	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 02 days failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 02 days/ cancellation of the contract with cancellation charges @ 10%, as decided by STPI depending on the gravity of the act.
6	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	@ Rs 100 per day for each default.

Annexure-I

Bidder Details

1	Name and address of the Bidder with telephone number & email	
2	Name and address of the Director/ Partner/Proprietor with mobile number & email.	
3	Name and address of the Contact Person with mobile number & email	
4	Set up of organization, clearly indicating details of managerial, supervisory and other staff. Also indicate the number of muster roll staff available for performing this service. (a) Is the establishment registered with the Government, please give details with documents/evidence. (b) Do you have Labour License? Please provide details and whether copy is uploaded?.	
5	Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	
6	Please give EPF No: ESI Code: Firm Registration No.: West Bengal Professional Tax Registration No.:	
7	Are you governed by minimum wages rules of the Government? If yes, please give details.	
8	Have you upload copy of last Three years return of Income Tax?	

9	Have you upload Copies of CA Certified Audited Balance Sheet for FY 2019-20, 2020-21 and 2021-22 ?	
10	PAN No.	
11	License No.	
12	GST Registration No.	
13	Acceptance of terms & conditions (Yes/No).	
14	Power of Attorney/authorization for signing the bid documents (if any, Authorisation letter must be uploaded in company letter head)	
15	Details of the NEFT of Rs 50,000.00 towards EMD NEFT Transaction No. Date:	
16	Details of existing contract: Please provide atleast Five clients/organisations list where you have provided 10 employees of similar job responsibilities each.	
17	Bank details of the Bidder	Name of the Bank: Full Address: Account No.: IFSC Code: MICR Code: Account Type:

Annexure-II

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

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Shri Manjit Nayak, Director, STPI Kolkata

Name of Work: SELECTION OF MANPOWER AGENCY FOR PROVIDING OUTSOURCE EMPLOYEES AT STPI KOLKATA AND ITS SUB CENTERS

Contract No: STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8, Dated: 17/02/2023

Bidder
Name :

PRICE SCHEDULE

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

Sl. No.	Description of Manpower	Required number of candidates (Approx.)	Units	Agency Service Charge in %	Agency Service Charge in %
1	Project Associate (Technical/Non-Technical)	19	Nos		0.00
Total in Figures					0.00
Quoted Rate in Words				INR Zero Only	

Note:

- The bidder has to quote the agency service charge in fifth column only.**

Annexure-III

FORMAT FOR SERVICE LEVEL AGREEMENT

This agreement is made on this _____ day of _____, 2023 between Software Technology Parks of India, 2nd Floor, Webel STP II Building, Plot No -53, Block - DN, Sector-V, Saltlake, Kolkata – 700091 represented through its designated officer or his successor and hereafter referred to as 1st party.

And

_____ (company name) having its registered office at _____ (address of the company) and Service Center/ Local Office at _____, KOLKATA (Service Center/ Local Office) represent through Sri. _____, _____ (Designation) or his successor and hereafter referred to as 2nd party or Agency.

Whereas the Agency has offered to provide services to the Purchaser in terms and in whole as mentioned in the Bid enquiry document **NIT No. STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8, Dated: 17/02/2023** published by the 1st Party.

Whereas the 1st Party on fully satisfied with the eligibility and technical capability of the Agency, has placed an order on the Agency to provide such services as given in the Scope of Work mentioned in the Bid enquiry **NIT No. STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8, Dated: 17/02/2023** published by the 1st Party.

And whereas the Agency hereby agrees to provide such services to the 1st Party and both the parties hereby enters into a Service Agreement as follows:

- a. No part of the document could be deleted or rearranged without the mutual consent of both the parties.
- b. The Agency shall provide the services as per the Scope of Work
- c. The following documents submitted by the agency during bidding process, shall be deemed to form and be read and constructed as integral part of this agreement.
 - i. General terms and conditions
 - ii. Eligibility condition
 - iii. Scope of Work
 - iv. Special Terms and Conditions
 - v. Contractual Terms and Conditions
 - vi. Details of bidding party
 - vii. All supporting documents submitted along with bid
 - viii. Work Order no.....dtd.....
- d. This agreement shall have an initial validity of One Year from the effective date given in the Work Order.
- e. The validity of the agreement may be extended further for a period of Two years i.e. one year at a time, subject to there is no change in quoted service charge and subject to satisfaction and approval from competent authority.
- f. The agency shall liable to penalty as per the Contractual Terms and Conditions for breach of contract or delay / discontinue of services.
- g. The agency shall deposit taxes (if any) received from STPI in due time and fulfill all statutory obligations for providing such services to STPI.
- h. The agency and its personnel shall maintain full secrecy regarding the infrastructural setup of STPI.

- i. The agency and any of its staff shall not involve themselves in any other activities while inside STPI premises except doing works related for the purpose and requirement of contract.
- j. Any of the personnel engaged by the agency to provide service at STPI shall not claim permanent employment in or benefits from STPI except that arising out of his/her service to STPI.
- k. The agency shall agree to all Terms and Conditions given in the Bid document and the Work order.

There being no other issues between the 1st Party and the Agency, both the parties have given their signature as mutual acceptance, in front of the witnesses.

Witness

1. Signature of the 1st Party

Name:

Designation:

Seal :

2. Signature of the 2nd Party

Name:

Designation:

Seal :

ANNEXURE-IV

BANK GUARANTEE FORMAT (PERFORMANCE SECURITY)

To
Software Technology Parks of India
Kolkata

In consideration of.....(hereinafter called the “BUYER”) having placed an order with M/s.....(hereinafter called the “SELLER”) vide order No.(herein after called the “CONTRACT” which expression shall include all amendments, modifications and or variations thereto, as mutually agreed upon between the buyer and the seller) for the providing outsource employees at STPI-Kolkata and its sub-centers viz Durgapur, Siliguri, Haldia and Kharagpur (vide **NIT No. STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8, Dated: 17/02/2023**) and pursuant to order terms and the seller being agreed to furnish the Buyer a Bank Guarantee of Rs. 1 Lakh (Rupees ONE Lakh only) for fulfilment of contractual obligations as specified in the said contract.

We,(hereinafter referred to as the “BANK”) do hereby agree to pay without any demur to the Buyer on first demand an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Buyer by reason of non-fulfilment of the performance guarantees by the Seller .

We,..... the Bank further agree that if the seller fails to fulfil the performance mentioned above we undertake to indemnify and keep the buyer indemnified against any loss, damage or expenses incurred by the Buyer.

We..... the Bank further agree that the buyer shall be sole judge whether the said seller has committed any breach or breaches of any of the terms and conditions and the extent of loss, damage, cost charges and expenses suffered or incurred or would be suffered or incurred by the Buyer on account thereof.

Any demand so made on the Bank shall be conclusive as regards the amount due and payable by the bank under the Guarantee.

We,..... the Bank further agree that the Guarantee herein contained shall remain in force and continue to have full effect until the performance guarantee and guarantee tests under clauses of the said contract are carried out, but not beyond

Wethe Bank further agree with the Buyer that the Buyer 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 contract or to extent time of performance by the said Seller from time to time and to forebear or enforce any of terms and conditions relating to the said contract and we shall not be relived from our liability by reason of any such variation or extension being granted to the said Seller or for any forbearance , act or omission on the part of the Buyer or any indulgence by the Buyer to the said Seller or by any such matters or things whatsoever which under the law relating to sureties would but for the provision have effect of so relieving us .

We.....the Bank further undertake not to revoke this guarantee during its currency except with the previous consent in writing from the Buyer.

Notwithstanding anything hereinbefore contained, our liability under this guarantee is restricted to Rs.(Rupees.....only).

Our Guarantee shall remain in force till Unless an action to enforce a claim under this guarantee is filed against us within the aforesaid date, all rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities there under, immediately after its validity has expired, this document is to be returned.

Dated this..... of..... in the year of

Authorized Signatory

ANNEXURE- V

EMD Forwarding Letter

To The Director, Software Technology Parks of India Webel STP II Building, 2nd Floor, Block-DN, Plot-53, Sec-V, Saltlake, Kolkata - 700091.	From (Name & Address of the Bidder) ----- ----- -----
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Sub: Earnest Money Deposit for NIT no. STPI/KOL/ADM/GENA/F&F/2022-2023/7/QTN-8, Dated: 17/02/2023.

Dear Sir,

We, M/s _____, having read and examined in detail the bid documents and amendments for "ENGAGEMENT OF MANPOWER AGENCY FOR PROVIDING OUTSOURCE EMPLOYEES AT STPI KOLKATA AND ITS SUB CENTERS ". We, M/s. _____ hereby inform that :

1. EMD of Rs. _____ (Rupees.....) has been transferred through NEFT .

EMD

- a. Transaction Details: _____
- b. Amount : _____
- c. Dated : _____

We, M/s. _____ having read and understand the clause no. 19 under general terms & conditions towards forfeit of EMD.

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- VI
(On company letter head)

Declaration by the Bidder

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

Further, We also hereby undertake that we are not blacklisted by any Central/State Govt. /Autonomous body/PSU etc.

(Signature of Bidder with seal)

Name:.....

Seal:.....

Address :.....

Phone No (O):.....

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

E-mail:

Place:.....

Date:.....

Annexure-VII

Instruction for online bid submission

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

Registration:

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

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

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

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

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

Searching for tender documents:

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

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

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

Preparation of Bids:

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

Submission of Bids:

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “online” to pay the EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/given in person to the tender processing section, latest by the last date of bid submission. The details of the UCR issued by any post office/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6.** The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.
- 7.** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered can not be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8.** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9.** Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.
- 10.** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.