

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम)/ (A Government of India Enterprise)

ATC/EPABX/GS&OE/G-106-2023

Date: August 2, 2023

27, RAJENDRANATH MUKHERJEE ROAD, KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com

ATC NO.	ATC/EPABX/GS&OE/G-106-2023	DATE	August 2, 2023
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ई-बोली आमंत्रित करने हेतु सूचना / NOTICE INVITING e-BID

e-Bids under a **two-part bidding system** (i.e., Techno-Commercial & Price Bid) are invited from reputed agencies who are technically & financially capable for supplying of EPABX system as per **"Scope of work"** and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above bid:

01.	SCOPE OF WORK	Supply, Installation, Commissioning and Comprehensive Maintenance of EPABX System as per details given in "Scope of Work", at our Head office.
02.	COST OF TENDER DOCUMENT	NIL
03.	EARNEST MONEY	NIL
04.	SECURITY DEPOSIT	10% (ten per cent) of Contract Value. The successful bidder will be required to furnish the Security Deposit for 10% (ten per cent) of the order value. The total amount of SD shall be deducted from the bill amount during the release of payment.
05.	MODE OF SUBMISSION	Online through Government e-Marketplace system https://gem.gov.in . Tender Fee, EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids.

(सौभिक भट्टाचार्य /Souvik Bhattacharya)
पर्यवेक्षक (खरीद और आईटी / सामग्री)/ Supervisor (M/P & IT)

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INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF BIDDER

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Marketplace (GeM) Portal, through logging on to <http://gem.gov.in>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of the requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the GeM portal (<https://gem.gov.in>). Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders are to be submitted in **two parts:**

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of:

i) **PRE-QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the price bid will not be opened.

- a) The bidder should have offices in Kolkata with sufficient experienced & capable manpower dealing in Hardware and software installation, configuration, and support.
- b) The bidder should be Original Equipment Manufacturers (OEM) or their Registered/ Authorized Suppliers/ Distributors/ Dealers/ Authorized Sales & Service Partners. An authorization letter from the OEM (if OEM is not participating) to quote the bid shall be enclosed with the bid.
- c) The bidder company should have successfully supplied, installed, configured, and supported EPABX system during the last 07 (seven) years. (Copy of proof is requested to be submitted along with the bid.)
- d) The bidder company should be registered in India. Copy of Valid Trade License, PAN and GST Registration should be submitted.
- e) Details of Technical Specifications of Hardware offered are required to submit with technical bid documents.
- f) The bidder should have technically qualified and well-experienced manpower for supply, installation & commissioning of EPABX system.
- g) Signed copy of tender documents as a token of acceptance.

4.0 No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected, and no additional clause shall be entertained. All rights are reserved upon BBJ in this regard.

5.0 The successful bidder shall not subcontract the selling and support procedure for the entire duration in BBJ.

6.0 "Goods & Service Tax" registration certificate should be submitted. All duties, taxes, fees, and other levies payable by the Bidder/ Implementing Agency under the contract or any other cause shall be included in the quoted prices.

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- 7.0 The bidder should provide all the papers related to service and product warranty. The bidder also has to provide a one year (1 year) comprehensive warranty and support service free for the system installation at our office. Any hardware becomes unusable/ not functioning properly, and is required to replace immediately, without any cost.
- 8.0 **VALIDITY OF TENDER: – 90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

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SPECIAL CONDITION OF CONTRACT

1. **DEFINITIONS AND INTERPRETATION:**

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn & Jessop Construction Company Limited having its registered office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "**ORDER**" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "**Successful Bidder**" whose tender has been accepted by BBJ.

2. **SCOPE OF WORK**

The scope of work under the present tender shall generally comprise of the following activities relating to supply, installation & commissioning, and support of all EPABX machine:

- ✓ Supply, installation & commissioning of **01 (one) nos. EPABX machine** with related accessories as per technical specification at Clause 3.1.
- ✓ Comprehensive support of the EPABX system.
- ✓ Installation & commissioning are to be done in presence of the BBJ team, on the specified date informed by BBJ.
- ✓ Support on Installation & commissioning of aforementioned Hardware supplied and Software installed for the next one year from the date of installation.

3. **TECHNICAL SPECIFICATIONS**

Minimum system requirement:

- i. Minimum 6 nos. incoming line (Trunk Line / P&T Slots etc.) capacity.
- ii. 4 or above SIM (GSM/ 3G/ 4G VoLTE/5G VoLTE) ports.
- iii. A minimum of 64 extension lines are required to provide along with scope for expendables up to 96 extension lines.
- iv. Option for self-provided audio feature to use a ringtone/ holding tone.
- v. Both manual and auto attendant mode of operation require to provide.
- vi. Call transfer/ Call forwarding feature for both incoming and outgoing calls.
- vii. Conference facility.
- viii. "Do Not Disturb" feature for individual extensions.
- ix. Facility to connect local telephones ("stations") with each other and to connect the public switched telephone network (PSTN).
- x. The option on console or switchboard to all the operator to control incoming calls.
- xi. Feature for internal transfer of external calls.
- xii. Feature for "Switch Between Calls".
- xiii. Higher RAM capacity and enhanced features of application.
- xiv. Support all features (i.e., IP Phone, VoIP, IP Conference, Video Conference, etc.) of telephonic system.
- xv. Support minimum 40 IP Phone/ IP Users.
- xvi. Should have power backup facility of minimum 1 hour.
- xvii. Support all IP to IP, IP to Analog, Analog to IP, Analog to Analog calling facility [i.e., FXS Ports (SLT), FXO Ports (CO) etc.]
- xviii. System requiring PC or Server installation/ support is not acceptable.
- xix. 1 (one) or more LAN and WAN GB port.
- xx. Support IPV6, IPV4, TCP, UDP, VLAN, DHCP, PPPoE, QoS, STUN network protocols.

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- xxi. Support SIP, SDP, RTP, SRTP VoIP Protocols and UDP, TCP, TDS transport protocols.
- xxii. Minimum 6 conferencing facilities for each type of conference (i.e., simultaneous 3 party conference, system wide audio conference, maximum participants on audio conference in a single multi-party conference etc.

TECHNICAL SPECIFICATION/ MAKE/ MODEL OF THE EPABX MACHINE TO BE MENTIONED IN THE TECHNICAL BID.

4. **DELIVERY PERIOD**

The supply/ delivery of all hardware & software as per the aforementioned "Scope of Work" and "BOQ" is to be completed within **15 (fifteen) days** from the date of order. Installation and configuration are to be done in the presentations of the BBJ team, on the specified date informed by BBJ.

5. **PAYMENT TERMS**

The payment shall be released after satisfactory delivery, installation of all the items as mentioned in 'scope of work', and on submission of the Invoice within 45 (forty-five) days from the date of submission of the bill and certification thereafter. SD equivalent to 10% (ten per cent) of the order value will be deducted from the bill amount and shall be kept with BBJ till the end of the warranty period. The payment shall also be made after deducting the necessary taxes applicable if any.

6. **SECURITY DEPOSIT**

The successful bidder will be required to furnish the Security Deposit for **10% (ten per cent)** of the order value. The total amount of SD shall be deducted from the bill amount during the release of payment. In case of no warranty claims towards the item under warranty, the withheld amount will be returned on completion of the warranty period after the submission of the No Claim Certificate and with the approval of BBJ's Competent Authority.

7. **GUARANTEE/WARRANTY:**

- i. The item shall carry a minimum of **01 (one) years** on-site comprehensive warranty from the date of installation & commissioning and certification thereof by the concerned department.
- ii. During warranty period the successful bidder is required to attend service calls as requested by BBJ over phone and have to attend regular follow-up calls once every month.
- iii. The successful bidder is required to repair/ replace the faulty part/ entire EPABX system at our premises and not be able to take the spare/ EPABX system out of the office premises of BBJ.
- iv. No cost for repairing/ configuration/ change of spare/ shipping of spares will be payable to the successful bidder, in case of replacement of any hardware/ system.
- v. The successful bidder shall be solely responsible for getting the warranty service from the OEM.
- vi. Service calls require to attend on the same day if call placed for 12:30 PM.
- vii. Service calls require to attend on the next working day of BBJ within 12:30 PM, if call placed after 12:30 PM.

8. **PENALTY FOR DELAY**

For any delay in supply, installation, and commissioning of the ordered items, BBJ will charge a penalty @0.5% (zero decimal five per cent) of the order value per week or part thereof, subject to a maximum of 5% (five per cent).

9. **FIRM PRICE**

Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this

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contract from the date of order.

10. **TAXES & DUTIES:**

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (including Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

11. **GOODS AND SERVICE TAX (GST)**

- a) The quoted price shall be **inclusive of Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per the successful bidder's bill. **Bidders shall quote their rate after considering the input tax credit on their inputted materials and services.**
- b) In case, the transfer of property of goods will involve in connection with immovable property, GST under supply of services will be applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial e-bid). **A bid without a GST number shall be cancelled.**
- c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in the invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.
- d) Bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with the 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

12. **NEW LEVIES/ TAXES**

In case Government imposes any new levy/tax after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

13. **RISK AND OWNERSHIP:**

Upon 90% of payment, BBJ shall become owners of goods ordered but all risks, responsibilities, liabilities thereof in all goods shall remain with the selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

14. **INDEMNITY:**

The successful bidder shall indemnify BBJ against all claims in respect of their contractual obligations and also for their non-compliance of any statutory rules/ obligations/ laws taxes and duties etc.

15. **TERMINATION OF CONTRACT:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

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The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide by & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

16. **ARBITRATION:**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/ recommendation/ interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

If a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly evince the intention to refer to the disputes and differences that have arisen between the parties to Arbitration by the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement/ Contract shall be subject to the jurisdiction of Courts at Kolkata only.

17. **FORCE MAJEURE:**

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If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

18. **JURISDICTION OF COURT:**

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

19. **IMPORTANT NOTES:**

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favour, seeking advantage, etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

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