

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA – 700 001 (WEST BENGAL)
TEL: (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info@bbjconst.com; Website: www.bbjconst.com

Tender No.	eNIT/DGM(P-V)/PAYROLL/10-2020	Date:	12/02/2021
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NOTICE INVITING e-TENDER

Tender under two-bid system (i.e. "Techno-Commercial Part" & "Price Part") are invited from reputed software companies for supply, installation, testing and commissioning of Payroll Application Software as per details given in "Scope of Work"/ "BOQ-1", at our Head office as per details hereunder:

01.	NAME OF WORK	Supply, Installation, Testing and Commissioning (SITC) of Payroll application software in BBJ.	
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
03.	EARNEST MONEY DEPOSIT	Rs.5,000/- (Rupees five thousand only) by Pay Order/ Demand Draft/ Banker's Cheque in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
04.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
05.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	12/02/2021
		Document download Start Date	12/02/2021 - 10:00 HRS
		Start Date of submission of bid document	19/02/2021 - 10:00 HRS
		End Date for submission of bid document	25/02/2021 - 15:00 HRS
		Date of opening of Technical Bid	26/02/2021 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. Neogi)
DGM (P-V)

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-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

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's Centre (NIC) on payment of 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 to be submitted online through e-Procurement system of CPPP. 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 to be submitted in **two parts**:

a) TECHNO-COMMERCIAL & PRICE PART:

The Techno-Commercial & Price part will consist of -

i) PRE-QUALIFICATION CRITERIA OF THE BIDDER

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

- ✓ Minimum 3 years of experience in Design, Development and / or Implementation of similar kind of web applications. Self-declaration require to submit for satisfy the criteria.
- ✓ Has successfully implemented similar kind of web-based application in multisite environment in any of the Govt. / PSU / large private sector in last 3 years. Copy of order / acceptance letter / certificate require to submit for satisfy the criteria.
- ✓ Strong programming skill in PHP / ASP.NET / AJAX / Jave Script, Servlets / Java etc. and proficiency in database applications like MySQL etc. Self-declaration require to submit for satisfy the criteria.
- ✓ Technically qualified and well experienced manpower for design and development of web-based application. Self-declaration with details of manpower require to submit for satisfy the criteria.
- ✓ Copy of PAN & GST registration certificate require to submit for satisfy the criteria.
- ✓ Copy of IT return filed for the last financial years require to submit for satisfy the criteria.
- ✓ Declaration that the bidder has not been blacklisted or put on Holiday by any Govt. organization or Public Sector Undertaking in past three years. Self-declaration require to submit for satisfy the criteria.
- ✓ The bidder should have proper established office with qualified staff at Kolkata. Copy of document require to submit to satisfy the criteria.
- ✓ The bidder require to confirm that both the database and developing language will be open source technology by which, we have not required to procure any license. The implementing agency require to confirm on separate declaration that "for implementing the project, no license required to procure".
- ✓ Signed copy of tender document as a token of acceptance.

The tender documents issued to the bidders duly signed and sealed in each page including the BILL OF QUANTITY (BOQ).

ii) PRICE-PART -

Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in financial part.

4.0 The above 'Techno-Commercial and Price-Part' to be put in a sealed envelope super scribing "TENDER NOTICE NO. / SCOPE OF WORK" to be submitted to BBJ.

- 5.0 **Conditional tenders may be rejected and no additional clause will be entertained.**
- 6.0 BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
- 7.0 GST registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder under the contract or any other cause shall be included in the quoted prices.
- 8.0 The tender is to be uploaded in e-Publishing portal and hardcopy to be submitted within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R. N. Mukherjee Road, Kolkata-700 001 (W.B.).
- 9.0 **VALIDITY OF TENDER: – 90 (ninety) days** from the date of opening of tender or for a further period if mutually accepted.

(A. Neogi)
DGM(P-V)

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. DETAILED SCOPE OF WORK**2.1 Scope of Work for implementing agency**

- ✓ The implementing agency will develop a payroll application / provide a payroll package as per our requirement.
- ✓ "Payroll application" with below aspects to be implemented. A brief list of description but not limited, is given below:
 - a) User login, change password, request for forget password etc. options require to provide on the package.
 - b) Master data, variable data for monthly payroll processing and other data import and export facility require to provide (on XLS / XLSX format only) on the package, as per format / details provided by the Company.
 - c) All old processed data may be imported from XLS / XLSX format for record purpose. Options require to provide for the same.
 - d) Option require to provide on the package to add & save PDF / JPEG documents for employees, yearly Income Tax etc.
 - e) All the data require to save on open source – license free database only.
 - f) Various types of reports with filtering / customizing options require to provide, as per format provided by the Company.
 - g) Calculation of personal income tax, its recoveries from pay, generation of projected savings and tax liability, generation of TDS challans, preparation of quarterly TDS returns & annual returns, issue of Form-16 and any other report required for statutory compliance, require to provide.
 - h) Calculation of Arrears / Recoveries as per the extant rules of the Company.
 - i) Calculation of Leave Encashment while in service and at the time of retirement / superannuation / death.
 - j) Calculation of Gratuity as per Gol Rule and/or 'The Payment of Gratuity Act, 1972' or as per the rules applicable on the Company.
- ✓ The vendor require to finalize the "process flow" of the payroll application project with the concern department of BBJ, looking after payroll processing.
- ✓ The warranty period of the Payroll application will be for two years. Warranty period will be started from the date of complete implementation and handing over of the application. Implementing agency require to take signed handing over document from the concern department and IT department separately.
- ✓ The offered application software will carry two years all inclusive, free of cost, comprehensive warranty. During the warranty period, the successful bidder will be required to address all issues related to the offered application software including removing bugs, providing updates, back-end technical support, any modification in the software due to change in outside environment or internal process, update in customized reports and upgrades, etc. The successful bidder will be required to identify at least one qualified resource person amongst those deployed for initial Software Requirement Study (SRS) and/

- or customization/ implementation team who would remain available for BBJ, for this project. Any additional manpower requirement for fulfilling the query resolution system shall also have to be provided by the successful bidder to meet warranty obligation.
- ✓ The warranty should cover all the services related to the payroll application project. In addition all product upgrades are to be offered as part of the warranty. User and Technical support shall be provided as per the requirement of the Company.
 - ✓ Protection from any software bug will be the sole responsibility of the developer during the entire period of warranty.
 - ✓ Any customization due to change in statutory laws during the warranty and AMC periods shall be carried out by the vendor at no cost.
 - ✓ On successful completion of implementation and warranty, the implementing partner require to accept the work order for CAMC (Comprehensive Annual Maintenance Contract), which may be issued by the Company, depending on the performance of the successful bidder. Non acceptance of such work order of CAMC by the successful bidder will result the forfeiture of all dues (i.e. Security deposit & others, if any etc.)
 - ✓ The program will be developed / coded mainly on PHP / ASP.NET / Java Script etc. language in addition with HTML, AJAX language or any other open source language and the Database will be MySQL. **Bidder require to mention language and database use on the technical bid.**
 - ✓ Both the database and developing language will be open source technology by which, we have not required to procure any license. **The implementing agency require to confirm that “for implementing the project, no license required to procure”.**
 - ✓ The project will be install on our server. The implementing agency require to configure our server as web server for access from project sites and works etc., if required.
 - ✓ All employees / end users with respective login credentials, could open / run / access the program, as per requirement, form any computer under LAN or with internet connectivity.
 - ✓ The Implementation agency shall conduct a detailed assessment of our requirements, and shall develop the Comprehensive **Software Requirement Specification (SRS)**, in consultation with the concern department of the Company. **The Implementation agency shall obtain a formal sign-off on the SRS from our concerned (for payroll processing) department & IT Department, before proceeding with the development of the above project.** The Implementation agency shall also prepare and maintain the required documents including Project Plan, System Design Document, Test Plan, Test Cases & Results, and Security Policy etc., as per acceptable standards in consultation with the Company. One copy of all documents require to submit to purchase department and one copy to IT department of the Company.
 - ✓ The vendor should provide complete database schema and access to raw data, so that in the event BBJ decides to change the software in part or whole, the existing data can be easily updated and seamlessly imported to the new software to allow for future maintenance and updates in case of any eventuality.
 - ✓ The package should be accessible from any latest version of leading web browsers (i.e. internet explorer, Google Chrome, Mozilla Firefox etc.).
 - ✓ Regular backup and recovery of the complete database and application software to be built in the package. Complete protection against data losses.
 - ✓ Training require to provide to the employees and / or authorized Personnel responsible for using the software package, IT Infrastructure, End user personnel, administrative personnel, related documentation including handing over strategy.
 - ✓ The system require to capture all user data, when users are creating / editing / viewing / printing of anything using the package.
 - ✓ The payroll package should be capable of accommodating, or capable of being easily accommodate, progressively a larger number of users and a growing amount of financial data and transactions.
 - ✓ Different audit procedure require to follow on the package and corresponding facilities require to provide.

- ✓ The implementing agency require to provide source codes of the package, after completing implementation and handing over, for future reference and future modification, if required.
- ✓ Different type of pay head, employee category, employee group require to deploy.
- ✓ Different pay structure may require to implement for different categories of employee group, as details will be provided by the Company.
- ✓ Different type of pay reports, statutory reports, monthly reports require to provide as per requirement of the Company.
- ✓ Options require to send pay slips with other payroll related documents / reports to employees through E-Mail.
- ✓ Reminder facility require to provide on different aspects (i.e. annual increment, DA percentage change, I.Tax declaration, promotion etc.)
- ✓ Require to merge existing web applications (i.e. Employee Appraisal System, HRMS etc.) with payroll package or required to import data from existing application to proposed payroll package automatically, as decided by BBJ.
- ✓ Change in process will not be acceptable on merging on existing application. However, some modification/ addition may be required on existing application, as decided by BBJ.
- ✓ Require to provide import option of monthly data (i.e. employee data, salary data etc.) on .CVS format to facilitate project sites use the package easily.
- ✓ Require the capture employee details, attendance etc. from HRMS package to process monthly salary.
- ✓ Require to show payroll data on HRMS "Self Service" module as per format provided by BBJ.
- ✓ Require to process payroll considering the "Income Tax Declaration" available on HRMS package.
- ✓ Require to consider leave applications of employee available on HRMS package.
- ✓ Require to provide payroll data for calculation of "Leave Encashment" etc. available on HRMS package.
- ✓ The implementing agency shall draw up a systematic training plan and prepare the detailed curriculum in consultation with the Company for the users training and IT Department for system administrators, installation, backup etc.
 - Unless otherwise informed by BBJ, the training location shall be the registered office only.
 - User Manual, Training Manual, FAQ, online help, Webcasts, and other in both online and physical documentation format for the different types of users would be prepared and provided by the implementing agency.

Technical and other features of the project

- ✓ Implementing agency require to provide different type of user defined security level (BBJ will provide permission as per predefined security level) with different type of access facilities (i.e. Create, Alter, Create / Alter, Display, Print, Display / Print, Full Access, Preview, Delete etc.) of the package.
- ✓ All tables and database required to protect by password and inform the password in written to IT Department separately.
- ✓ Database password may require to change time to time.
- ✓ The database should be included / implemented with schemas.
- ✓ A set of updated data including the package required to take backup as per requirement, for future installation, if required.
- ✓ The application required to be multi-user and platform independent.
- ✓ The Company will be the sole owner of the customized package after completing implementation and handing over of the project.
- ✓ The application required to be hosted/ installed in our server, which also required to be configured for Remote Desktop Connectivity (web server) for remote users.
- ✓ The application required to run from any computer connected to the server by LAN or from any compatible web browser using internet.
- ✓ Performance of the system should not be degraded as traffic, number of users, no of content records increase or number of simultaneous users.
- ✓ System must be cross-browser and cross platform accessible.

- ✓ Compliance with Gol standards and guidelines for ICT application and infrastructure.
- ✓ Follow the data transparency principles as per Gol guidelines.

3. **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)**

- ✓ Post warranty, BBJ may enter into a CAMC with the successful bidder for a further period of 3 years, which will be renewable annually subject to the condition of fully satisfactory service during the previous period.
- ✓ During the CAMC period, the successful bidder will be required to address all issues related to the offered application software including removing bugs, providing updates, back-end technical support, any modification in the software due to change in outside environment, update in customized reports and upgrades, etc. The successful bidder will be required to identify at least one qualified resource person amongst those deployed for initial Software Requirement Study (SRS) and/ or customization/ implementation team who would remain available for BBJ, for this project. Any additional manpower requirement for fulfilling the query resolution system shall also have to be provided by the successful bidder to meet CAME obligation.
- ✓ The CAMC should cover all the services related to the payroll application project and as mentioned in the Tender Document. In addition, all product upgrades are to be offered as part of the CAMC. User and Technical support shall be provided as per the requirement of BBJ.
- ✓ Protection from any software bug will be the sole responsibility of the developer during the entire period of CAMC.

4. **COMPLETION PERIOD**

Duration of the execution of service delivery under this contract shall be within 45 (forty-five) days, from the date of sign-off on Software Requirement Specification (SRS), by you and concerned officials of BBJ, as per scope of work.

5. **PAYMENT TERMS**

- ✓ Payment may be made after complete implementation and handing over of the project and on submission of Invoice within 45 (forty-five) days from date of submission of bill, after deducting necessary taxes applicable, if any. Copy of all project related papers, as mention above, receiving of documents by concerned department required to be submit with the bill. All payments will be made on receipt of documents as per order & certification thereof by concern Dept. (processing payroll) & IT Dept.
- ✓ 70% of total payment may be released after successful completion of the project within 45 (forty five) days from date of submission of bill, 10% may be released after one year from the date of successful completion of the project within 45 (forty five) days from date of submission of bill and rest 20% may be released after two years, i.e. after completion of the warranty period within 45 (forty five) days from date of submission of bill.
- ✓ Completion Certificate", duly signed / issued by concern person / dept. of BBJ, required to submit along with the bill for any type of payment.

6. **SECURITY DEPOSIT**

The Earnest Money deposited by the Agency along with the tender will be retained by the BBJ as Security Deposit. MSME/ NSIC/ SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/ NEFT/ RTGS/ Bank Guarantee within 15 (fifteen) days from the date of receipt of LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 01(one)year the date of LOI/LOA

7. **PENALTY FOR DELAY**

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

5% (five percent).

8. **FIRM PRICE**

Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

9. **Taxes & Duties:**

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

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

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive 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 bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

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 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.**

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

11.1 **NEW LEVIES / TAXES**

In case Government imposes any new levy / tax after award 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 is applicable to this contract.

11. **CONFIDENTIALITY:**

Consultant further undertakes to limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

12. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled 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 for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. 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.

All the statutory obligations including maintaining the RTO rule, rules of local Govt. bodies should be abide & 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 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 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 expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

13. **JURISTITION 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.

14. **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 corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- (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 bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during 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 to his bid, BBJ reserves the right to reject such application.

(A. NEOGI)
DY. GENERAL MANAGER (P-V)

Annexure-A

Subject: Notice Inviting Tender for Supply, Installation, Testing & Commissioning (SITC) of Payroll application software

NIT Enquiry No:

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry.

I hereby declare that –
There is no deviation in the offer.

OR

There are deviations on certain items and the list of deviations is attached herewith.
(Please strike out whichever is not applicable).

Signature of Authorized Signatory of Bidder Name:

Designation: Date:

Place:

Seal of Organization