

(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@bbjconst.com ; WEBSITE: www.bbjconst.com

<b>ATC No.</b>	eNIT/DGM(P-V)/IT-HW/G-50-2022	<b>Date:</b>	25/05/2022
----------------	-------------------------------	--------------	------------

### **NOTICE INVITING E-TENDER**

**e-Bids** under the **two-bid system** (i.e. “Techno-Commercial Part” & “Price Part”) are invited from eligible vendors and their authorized agency/ distributor/ dealer for supply, installation & commissioning along with comprehensive support of different hardware & software as per the technical specifications and details are given in “**Scope of Work**”/ “**BOQ**”, at our Head office as per details hereunder:

01.	SCOPE OF WORK	<b>Supply, Installation &amp; Commissioning and Comprehensive Support of Computer &amp; Peripherals along with other software etc. as per details given in “Scope of Work”/ “BOQ”, at our Head office.</b>
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
03.	EARNEST MONEY DEPOSIT	<p><b>₹25,000/-</b> (Rupees twenty five thousand only) by NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ Banker’S Cheque in favour of “THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED” payable at Kolkata.</p> <p>TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</p> <p>MSME/ NSIC/ SSI units (validity of exemption certificate should be at least up to one month beyond the validity of the bid) for the BOQ items are exempted from providing EMD subject to submission of the declaration of UAM/ UDYAM number on GEM. A copy of the UAM/ UYDAM certificate needs to be submitted. Application of a new registration number within NSIC will not be entertained. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest.</p> <p>For a successful bidder, the above amount will be converted into Security Deposit and will be retained by BBJ till the end of the Defect Liability Period, without any interest.</p>
04.	SECURITY DEPOSIT	<p><b>10% (ten per cent) of Contract Value.</b></p> <p>The successful bidder will be required to furnish the Security Deposit for <b>10% (ten per cent)</b> of the order value for items mentioned in “BOQ”. The total amount of SD shall be deducted from the bill amount during the release of payment.</p>
05.	MODE OF SUBMISSION	Online through Government e-Marketplace system <a href="https://gem.gov.in">https://gem.gov.in</a> . 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.

**(A. Neogi)**  
DGM (P-V)

**INSTRUCTION TO THE BIDDERS****1.0 REGISTRATION OF CONTRACTOR**

ANY contractor 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 gem.gov.in

**2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each contractor 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 Desktop Computers, Laptops, and other hardware to at least three (3) organizations 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 Laptop/ IT-Hardware/ Software.
- 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 reserved upon BBJ in this regard.**

5.0 The successful bidder shall not sub-contract 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.

7.0 The bidder should provide all the papers related to service and product warranty. The bidder also has to provide one year (1 year) comprehensive warranty and support service free for all the Hardware and Software 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.

**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 Hardware & Software:

- ✓ Supply, installation & commissioning of **11 (eleven) nos. Laptops** with related accessories as per technical specification at Clause 3.1.
- ✓ Supply & installation of **16 (sixteen) nos. of MS Windows-10 (Professional)** perpetual paper license.
- ✓ Supply & installation of **10 (ten) nos. MS Office (Standard) – Latest Version** perpetual license.
- ✓ Supply & installation of **01 (one) no. Microsoft 365 (Business Standard)** on an annual subscription basis.
- ✓ Supply & installation of **01 (one) no. Scanner** as per Clause 3.2.
- ✓ Supply & installation of **01 (two) no. A4 LaserJet Printer** as per Clause No. 3.3
- ✓ Supply & installation of **01 (two) no. A3 DeskJet/ OfficeJet Printer** as per Clause No. 3.4
- ✓ Supply & installation of **01 (one) no. A4 LaserJet Tank Printer** as per Clause No. 3.5
- ✓ Supply & installation of **01 (one) no. Adobe PDF Professional – Latest Version** on a perpetual license/ subscription basis.
- ✓ Supply & installation of **01 (one) no. Quick Heal Total Security** antivirus for 01 User with 3 years validity.
- ✓ Comprehensive support on all hardware supplied and all software installed.
- ✓ 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.

- 2.1 Buyback of existing old Desktops (10 nos.), UPS (11 nos.), Printers (3 nos.) as available at BBJ. The rate only for the above buyback items are to be considered within the quoted rates and such rates (only buyback rates) are to be mentioned separately in the technical bid. Buyback Computer and UPS amount require to deduct from the cost of new laptops and the buyback printer amount requires to deduct from the cost of new printers, on the BOQ before submission of the bid.

**3. TECHNICAL SPECIFICATIONS**

- 3.1 Technical Specification for Laptop: Minimum system requirement:

Processor	Intel i5 or above, latest generation
Memory	8 GB – DDR4 or above
Video Graphics	2 GB or above inbuilt Nvidia graphics
SSD	@ 256 GB or above
Hard Drive	@ 1TB
Display	15.6" or above display
Network Card	Integrated 10/100 BASE-T Ethernet LAN or above
Wireless Connectivity	802.11b/g/n (1x1) or above and Bluetooth
External Ports	Minimum 1 HDMI, 1 VGA, 1 RJ45 & 3 or more USB ports - as per OEM standard

OS	Free DOS/ Linux
Other	Other standard features include wireless LAN, Bluetooth, webcam, internal Mic, Inbuilt dual speaker or above etc.
Other Peripherals	Wireless Keyboard & Mouse, Laptop bag etc.

- 3.2 **Scanner:** Serial Scanner - 1 No. (Model: HP 3000 series or above)
- 3.3 **A4 LaserJet Printer** - 1 No. (Model: HP Laserjet 1005 MFP or above)
- 3.4 **A3 DeskJet/ OfficeJet Printers:** 1 No. (Model: EPSON EcoTank L14150 A3+ Wi-Fi Duplex Wide-Format All-in-one InkTank Printer OR EPSON EcoTank L1300 Single Function InkTank A3 Printer)
- 3.5 **A4 LaserJet Tank Printers:** 1 No. (Model: HP LaserJet Tank MFP 2606sdw)

**TECHNICAL SPECIFICATION/ MAKE/ MODEL OF THE LAPTOP 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 “**BOQ1**” is to be completed within **07 (seven) working days** from the date of order. Installation and configuration are to be done in the presents of the BBJ team, on the specified date informed by BBJ.

5. **SOFTWARE LICENSES:**

The software licenses shall be required in the name of the user institute/ company. The licenses shall contain paper licenses and at least one set of media (CD/DVD).

6. **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 for the Hardware items (i.e. Laptop/ Desktop/ Printer/ Scanner etc.) mentioned in “**BOQ**” 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.

7. **SECURITY DEPOSIT**

The successful bidder will be required to furnish the Security Deposit for **10% (ten per cent)** of the order value for Hardware items (i.e. Laptop/ Desktop/ Printer/ Scanner) mentioned in “**BOQ**”. 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.

8. **GUARANTEE/WARRANTY:**

All the items covered in “**BOQ-1**” and Scope of Work, shall carry a minimum of 12 (twelve) months on-site comprehensive warranty from the date of installation & commissioning. The bidder shall undertake to provide the installation and warranty service at the site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done within BBJ only. These items shall not be allowed to be taken outside for warranty repairs, other than exigency.

9. **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).

10. **FIRM PRICE**

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

**11. 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 & regulations 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 the procurement of materials for execution of the contract.

**12.1 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. **Bidder 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.

**12.2 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.

**12. 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.

**13. 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. 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.

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 all other local rules & regulations/ rules of local Govt. bodies should abide & comply 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, 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.

#### 14. **RESOLUTION OF DISPUTES AND 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 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 the 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.

#### 15. **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.