

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA – 700 001 (WEST BENGAL)
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E-MAIL: info@bbjconst.com WEBSITE: www.bbjconst.com

Tender No.	NIT/DGM(P-V)/IT-WEB SERVER/GS&OE/2020	Date:	22.10.2020
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NOTICE INVITING TENDER

Sealed Tenders under **two-bid system** (i.e. "Techno-Commercial & Price Part") are invited from eligible vendors for providing Standard Cloud Hosting Server for hosting web application & Web Server space along with disaster recovery infrastructure and comprehensive support as per the technical specifications and details given in "**Scope of Work**"/ "**BOQ**", at BBJ as per details hereunder:

01.	SCOPE OF WORK	Cloud Hosting Service of Web Based Application & Web Server Space along with disaster recovery infrastructure and maintenance of the same for the web application Vendor Information Management System at BBJ.
02.	COST OF TENDER DOCUMENT (NON -REFUNDABLE)	NIL
03.	EARNEST MONEY DEPOSIT	NIL
04.	ISSUE OF TENDER DOCUMENT	Between 22.10.2020 to 03.11.2020 during office hours.
05.	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to 15:00 Hrs. on 04.11.2020 at BBJ's Registered Office.
06.	OPENING OF TENDER (TECHNO-COMMERCIAL PART)	On 04.11.2020 at 15:30 Hrs. at BBJ's Registered office.

(A. Neogi)
DGM (P-V)

CHECK LIST

SL. NO.	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL & PRICE PART	To be submitted in a sealed envelope superscribing "Tender Notice No." & "TECHNO-COMMERCIAL PART & PRICE PART".
a)	Eligibility Criteria	Authorized agency / distributor / dealer, who meets all the Pre-Qualification Criteria (PQC) given in the tender document, will be eligible to participate in bidding. Any bidder not qualifying on PQC criteria will be rejected and price bid will not be opened.
b)	Tender Document except BOQ-1	All the pages to be signed and sealed.
A)	BOQ	The rates to be filled up in figure & words for BOQ-1 duly sealed and signed by the bidder.
3.	TENDER	A sealed Envelope superscribing "Tender Notice No." / "Scope of Work" containing a) Techno-commercial & Price Part

INSTRUCTION TO THE BIDDERS

1.0 SUBMISSION OF BID:

All the pages of the tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. Tenders to be submitted in **single 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 part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and 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 of Cloud Hosting & Web Server. Require to provide self certificate for this.

b) The bidder should be Original Equipment Manufacturers (OEM) (i.e. hosting company) or their Registered / Authorized Suppliers / representative / Sales & Service Partners. Authorization letter / authorized document to quote the bid shall be enclosed with the bid.

c) The bidder company should be registered in India. Copy of PAN, GST Registration should be submitted.

d) The bidder company should have successfully supplied, installed, configured and supported Web Server and other hardware's to at least two (2) organizations. (Copy of proof is requested to be submitted along with the bid.)

e) The bidder should have experience on web application development and installation of the same on cloud server or local server configured as web server. Minimum two (2) documentary (Work Order/ Completion certificate) evidence required to provide to satisfy the criteria.

ii) 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 sealed and signed.

2.0 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.

- 3.0 Conditional tenders may be rejected and no additional clause will be entertained.
- 4.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.
- 5.0 GST 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.
- 6.0 The bidder should provide all the papers related to service and product. The bidder also has to provide one year (01 year) comprehensive warranty and support service free for all the Services as tendered. Any hardware & web application become unusable / not functioning properly, required to address immediately, without any cost.
- 7.0 **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. DEFINATIONS 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) The "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) The "ORDER" shall mean a written Work/ Purchase Order issued by BBJ.
- d) The "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) The "Successful Bidder" whose tender has been accepted by BBJ.

2. DETAILED SCOPE OF WORK

BBJ intends to procure data center service & disaster recovery service for being used for installation and publication of web based VIMS software application.

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 service:

- ✓ Configuration of Cloud Hosting Service – Data Center should as below or above:
 - Cloud Hosting
 - Core 4 – 2.3 GHz v4 Xeon or above
 - Minimum 4 1:1 provisioning of 2133 MHz memory
 - Minimum 100 No's usable flash storage (per GB)
 - Network Connectivity & Security
 - Virtual firewall (per VDC)
 - Minimum 10 GB data transfer
 - Minimum 2 MBPS replication link.
 - Minimum 2 No's Public IP's
 - Software License
 - Minimum 4 No. MS Windows 2016 standard edition of above
 - Backup space with backup software for D2D backup plan.
 - Antivirus for protection of software and database.
 - My SQL Community database.
 - Managed Hosting Services
 - Infrastructure Setup
 - Operating system management services
 - Virtual firewall management services
 - Storage management service
 - Database management services
 - DR Drills once a year
 - Advanced monitoring system of VMs, Prots & firewalls.

Name of Server	Quantity	Physical / Virtual	Cores	RAM	Internal Storage (GB)	Storage Space (GB)	OS with version & edition	Database version & Edition	Application Details
WAMP 3.2.0	1	Virtual	4 or above	8 GB or above	500 or above	250 or above	Windows 10 Professional or above	MySQL 8.0.18	Custom Application

- ✓ Configuration of Cloud Hosting Service – Data Center – Disaster Recovery should as below or above:
 - Cloud Hosting
 - Core 4 – 2.3 GHz v4 Xeon or above
 - Minimum 4 1:1 provisioning of 2133 MHz memory
 - Minimum 100 No’s usable flash storage (per GB)
 - Network Connectivity & Security
 - Virtual firewall (per VDC)
 - Minimum 10 GB data transfer
 - Minimum 2 MBPS replication link.
 - Minimum 2 No’s Public IP’s
 - Software License
 - Minimum 4 No. MS Windows 2016 standard edition of above
 - Backup space with backup software for D2D backup plan.
 - Antivirus for protection of software and database.
 - My SQL Community database.
 - Managed Hosting Services
 - Infrastructure Setup
 - Operating system management services
 - Virtual firewall management services
 - Storage management service
 - Database management services
 - DR Drills once a year
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Name of Server	Quantity	Physical / Virtual	Cores	RAM	Internal Storage (GB)	Storage Space (GB)	OS with version & edition	Database version & Edition	Application Details
WAMP 3.2.0	1	Virtual	4 or above	8 GB or above	500 or above	250 or above	Windows 10 Professional or above	MySQL 8.0.18	Custom Application

3. DELIVERY PERIOD

The supply/ delivery of all service / hardware as per aforementioned “**Scope of Work**” and “**BOQ-1**” is estimated to be completed within **21 (twenty-one) days** from the date of order. Installation and configuration to be done in presents of BBJ team, on the specified date informed by BBJ.

4. 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 Invoice within 45 (forty-five) days from date of submission of bill.

SD-PG equivalent to 10% (ten percent) of the order value for the items mentioned in “**BOQ**” will be deducted from the bill amount and shall be kept with BBJ till the end of warranty period. The payment shall also be made after deducting necessary taxes applicable, if any.

5. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The successful bidder will be required to furnish the Security Deposit cum Performance Guarantee for **10% (ten percent)** of the order value for items mentioned in “**BOQ-1**”. The

total amount of SD-PG, shall be deducted from the bill amount during release of payment. In case of no warranty claims towards the item under warranty, the withheld amount will be returned on completion of warranty period subsequent to the submission of No Claim Certificate and with the approval of BBJ's Competent Authority.

6. GUARANTEE/WARRANTY:

All the items covered in "BOQ-1" and Scope of Work, shall carry minimum 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 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.

7. PENALTY FOR DELAY

For any delay in installation and commissioning of the ordered items, BBJ will charge penalty @ 1.5% of the order value per week or part thereof, subject to a maximum of 10%.

8. FIRM PRICE

Rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

9. TAXES AND 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.

9.1 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.

9.2 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.

10. 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 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.

11. 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.

12. 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.

13. 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)
DGM(P-V)

BOQ

BILL OF QUANTITIES

Sl. No.	Particulars	Qty.	Rate (Rs.)	Amount (Rs.)
01.	Standard Cloud Hosting Server for hosting web application & Web Server space along with disaster recovery infrastructure and comprehensive support as per the technical specifications and details given in " Scope of Work "	01 No.		
Total Amount				
Amount in Words:				

Note:

The amount to be quoted inclusive of all taxes & duties but excluding GST.

(A.Neogi)
DGM(P-V)