THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD. NIT/DGM(P-V)/AN/IT/EAMS/GS&OE Dated: 20.09.2017

(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: <u>info@bbjconst.com</u>
WEBSITE: www.bbjconst.com

Tender No.	NIT/DGM(P-V)/AN/IT/EAMS/GS&OE	Date:	20.09.2017
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NOTICE INVITING TENDER

Sealed Tenders under two-bid system (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible agency/ vendors for develop, design, install, implementation & maintenance of "Employee Information Database & Employee Appraisal Management System" module in BBJ alongwith support & maintenance as per details given in "Scope of Works", at our Head office as mentioned hereunder:

01.	NAME OF WORK	Develop, Design, Install, Implementation & Maintenance of "Employee Information Database & Employee Appraisal Management System" module in BBJ
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
03.	EARNEST MONEY DEPOSIT	Rs.5,000/- (Rupees five thousand only) in the form of Demand Draft/ Pay Order in favour of The Braithwaite Burn And Jessop Construction Company Limited, payable at Kolkata. SSI units with NSIC registration are exempted from submitting EMD.
04.	ISSUE OF TENDER DOCUMENT	Between 20.09.2017 to 29.09.2017 during office hours.
05.	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to 15:00 Hrs. on 03.10.2017 at BBJ's Registered Office.
06.	OPENING OF TENDER (TECHNO-COMMERCIAL PART)	On 03.10.2017 at 16:00 Hrs. at BBJ's Registered office.

(A Neogi) DGM (P-V)

CHECK LIST

SL. NO.	DESCRIPTION	DOCUMENTS	
1.	TECHNO-COMMERCIAL PART	To be submitted in a sealed envelope superscribing "Tender Notice No." & "TECHNO-COMMECIAL PART".	
a)	Eligibility Criteria	Agency/ vendors 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)	Earnest Money Deposit	Rs.5,000/- (Rupees five thousand only) by Demand Draft / Banker's Cheque / Pay Order in favour of The Braithwaite Burn And Jessop Construction Company Limited" payable at Kolkata. EMD will be converted into initial Security Deposit for the successful bidder.	
c)	Tender Document except BOQ-1	All the pages to be signed and sealed.	
2.	PRICE PART	To be submitted in a sealed envelope superscribing "Tender Notice No." & "PRICE PART"	
A)	BOQ-1	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 Part b) Price Part	

INSTRUCTION TO THE BIDDERS

1. **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 **two parts**:-

a) TECHNO-COMMERCIAL PART: The techno-Commercial part will consists 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.

- i) The bidder should have offices in Kolkata with sufficient experienced & capable manpower dealing in Hardware and software installation, configuration and support.
- ii) The bidder company should be registered in India. Copy of PAN, GST Registration Number, should be submitted.
- iii) The bidder company should have successfully implemented similar nature IT modules on server and supported service in at-least Two (2) organizations. (Copy of proof is requested to be submitted along with the bid.)

ii) **EARNEST MONEY DEPOSIT -**

An amount of **Rs.5,000/-** (Rupees five thousand only) in form of Demand Draft/ Pay Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at Kolkata. The EMD of the successful bidder shall be converted into initial Security Deposit and shall be valid up to maintenance period. Unsuccessful bidders will be refunded the Earnest Money Deposit after the award of the contract to the successful bidder without any interest.

iii) The tender documents issued to the bidders duly signed and sealed In each page except the BILL OF QUANTITY (BOQ-1).

b) **PRICE-PART** -

Properly filled up BILL OF QUANTITY (BOQ-1) duly sealed and signed to be put in a sealed envelope superscribing "TENDER NOTICE NO." and "PRICE PART".

- 2. The above 'Techno-Commercial Part' and 'Price-Part' to be put in a sealed envelope superscribing "TENDER NOTICE NO. / SCOPE OF WORK" to be submitted to BBJ.
- 3. Conditional tenders may be rejected and no additional clause will be entertained.
- 4. The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.

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5.	Goods & Service Tax (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 except GST, which will be extra as applicable.
6.	The bidder also has to provide one year (01 year) comprehensive support service free for all the Hardware and Software installation at our office.
7.	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. 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, Rajendra Nath 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 Purchase Order issued by BBJ.
- d) The "Tenderer/ Bidder" shall mean the firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

2. <u>DETAILED SCOPE OF WORK</u>

BBJ intends to implement Client – Server based Annual Appraisal Management System module for which the scope of work under the present tender shall generally comprise of the following activities and one year support for the same:

(a) Areas to be covered under this project:

- Employee Information Database
- Employee Appraisal Management System

(b) IT Requirement for implementation of the project:

- The implementing agency has to install the project on our server and have to configure the server for Remote Desktop Connectivity (web server) for remote users.
- Unique IP address/ address required to configure on our router using port forwarding system.
- Source codes of the package required to provide by the implementing agency to BBJ for future reference and future modification, as may be required.

(c) Scope of Work for implementing agency:

- The implementing agency will develop an application/ package as per our requirement.
- The program will be developed/coded on PHP/ ASP.NET/ AJAX/ Java Script/ Servlets / Java or any other language and the Database will be MySQL.
- The package required to be compatible with any version of Server Operating System, Database and other supporting softwares.
- Both the database and developing language required to be open source technology by which, BBJ will not be required to procure license for any software.
- The project will be installed in BBJ's server. The server required to configure as web server (Remote Desktop Connectivity System) for access from project sites and works etc.
- End users could open/run the program for filling up appraisal form, from any computer under LAN or from remote location with internet connectivity.
- Below methodology, security and other features required to implement on the project for smooth functioning and unauthorized access.
- Copy of user manual (one hard copy and one copy on CD/DVD), password and others required to provide to the head of the HR Deptt.

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(d) Methodology of the Project:

- The project will be multitier secure level, where all master data will be entered by the HR Department
- Employees require to enter periodic appraisal data at any given session/ time, as provided by Head of HR department.
- All appraisal data require to approved and forwarded as per hierarchy of management.
- Reports will be generated as per predefined format provided by HR department. Approx. 20 (twenty) types of report may require.

(e) Security of the project

- All tables and database required to protect by password.
- A set of updated data including the package required to take backup as per requirement, for future installation, if required.

(f) Technical and other features of the project

- The application required to be multiuser and platform independent.
- The application required to be hosted/installed in a 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 Static IP based WAN and from any compatible web browser.
- Employee Details like Name, Fathers Name, DOB, DOJ, Academic Qualification, Professional Association, Designation etc. will be taken from Employee Master Data, provided by HR Department.
- On submission of filled Performance Appraisal Form by the employee, a notification mail required to send by the system to the reporting officer for his necessary action. Once submitted, the employee is not able to view the report again.
- On submission of Performance Appraisal Report by the reporting officer, a notification mail will be sent by the system to the Reviewing officer for his necessary action. Once submitted, the reporting officer also not able to view the report again.
- On submission of Performance Appraisal Report by the Reviewing officer, a notification mail will be sent by the system to the Accepting authority for his necessary action. Once submitted, the Accepting Authority also not be able to view the report again.
- By acceptance of the Performance Appraisal Report, Personnel Dept. will get a system generated mail, to take print of the report/ take necessary action on the report.
- For security reason, specific date & time required to allot to appraise for filling up the Performance Appraisal Form.
- For security reason, as soon as the user login first time, the system required to ask the user to change the password.
- The system required to capture IP Address of the Computer & User ID of the user, used by each employee, reporting officer and other officers.

(g) Other features of the project

 Provisions to be kept for addition of further modules viz. Employee Payroll Management system, Leave & Absence Management system, Benefic Administration etc. in future, as and when required by BBJ.

3. COMPLETION PERIOD:

The entire project to be completed/implemented within **02 (two) months** from the date of order. Training of users/employees at BBJ to be completed within 15 (fifteen) days from the

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date of completion of the project. Maintenance of the same shall be for a period of 01 (one) year from the date of completion/implementation of the project.

4. **SOFTWARE LICENSE:**

The software licenses, if any, shall be required in the name of user institute. The licenses shall contain paper licenses and at least one set of media (CDs).

5. PAYMENT TERMS

The payment equivalent to **80%** (**eighty percent**) of the order value would be released after satisfactory implementation of the project as mentioned in 'scope of work' and on submission of Invoice within 30 days from date of submission of bill. Remaining **20%** (**twenty percent**) will be released on quarterly basis in four equal installments i.e. on till completion of maintenance period.

The payment shall be made after deducting necessary taxes applicable, if any.

6. 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 after adjustment of EMD amount. The total amount of SD-PG, shall be deducted from the bill amount during release of payment. The withheld amount will be returned on completion of maintenance period subsequent to the submission of No Claim Certificate and with the approval of BBJ's Competent Authority.

7. MAINTENANCE PERIOD:

The maintenance period for the project shall be minimum **12 (twelve)** months from the date of implementation of the project and certification thereof from the concerned Department.

8. PANALTY 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%.

9. FIRM PRICE

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

10. 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.

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9.1 Goods and Service Tax (GST)

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 no GST-TDS is applicable. If the same is applicable in future, 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.

11. ARBITRATION

All questions, disputes or differences of any kind whatsoever arising out of, or relating to the contract shall be referred within 30 days by the parties of this contract, for decision, to the sole arbitrator, who shall be the Chairman & Managing Director (CMD) of BBJ or any other officer of the company nominated by the said CMD in that behalf. In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever the CMD, BBJ shall appoint another person to act as Arbitrator in his place in accordance with the terms of this contract. Such person(s) shall be authorized to proceed from the stage at which, his predecessor left it.

There will be no objection to any such appointment that the arbitrator appointed is an officer of the company or that he had to deal with the matter to which this contract related or that in the course of his duty such officer has expressed views on all or any of the matter on dispute or difference. No person other than the CMD or his nominee can act as an Arbitrator.

The venue of arbitration shall be Kolkata only. The award of the Arbitrator shall be final and binding on the parties. The provision of Arbitration and Conciliation Act, 1996, shall govern the arbitration proceedings, if any.

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12. CONFIDENTIALITY

BBJ and the successful bidder shall keep confidential information and shall not, without the written consent of the either party hereto, divulge the same to any third party. The successful bidder and BBJ shall take all necessary steps to ensure confidential handling of all information developed or acquired by one party from the other party.

13. TERMINATION OF CONTRACT

In case the successful bidder or BBJ fails to comply any of its respective Contractual obligation within stipulated time frame, for reasons solely attributable to the breaching party, the non-breaching party reserves the right to terminate the contract by giving 10 days' notice, provided the failure is not cured within such 10 days' notice period, without any valid reason provided by the breaching party within 7 days of end of stipulated time frame. In the event of either party terminating the Agreement, BBJ will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

14. 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.

(A. Neogi) Dy. General Manager (P-V)

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<u>BOQ-1</u>

BILL OF QUANTITIES

SL. NO.	DESCRIPTION	UNIT	HSN/ SAC CODE NO.	Amount (Rs.) (In Figures and in Words)
1	Develop, Design, Install, Implementation & Maintenance of "Employee Information Database & Employee Appraisal Management System" module in BBJ as per Scope of Work	Lumpsum		
	Total			

Note:

1. GST if any, will be extra as applicable. HSN/ SAC Code to be provided by the bidder.

(A. Neogi) DGM(P-V)