

(A Government of India Enterprise)  
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e-Tender No.	eNIT/DGM(P-V)/HRD/PCMM/41-2018	Date:	01.11.2018
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### NOTICE INVITING E-TENDER

**e-Tender** under **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible bidders/ Transition partners as per details given in "**Scope of Work**" / "**BOQ-1**", at our Head office as per details hereunder:

01.	NAME OF WORK	Engaging a Transition Partner for ASSESSMENT OF A LEVEL OR IN LINE WITH PEOPLE CAPABILITY MATURITY MODEL (PCMM) OR ITS EQUIVALENT IN A CPSE, and appraisal to BBJ Board enabling a decision to go for upgradation in level in BBJ.	
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
03.	EARNEST MONEY DEPOSIT	<b>Rs.25,000/-</b> (Rupees twenty-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	<b>02.11.2018</b>
		Document download Start Date	<b>02.11.2018 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>09.11.2018 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>15.11.2018 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>16.11.2018 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

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

**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'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 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 Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

- a) The bidder should be a training providing institute and should have successfully executed in last five years Training and Appraisal services for rollout of People Capability Maturity Model (PCMM) Maturity Level 1 to Level 5 frameworks in at least one organization in India.
- b) The bidder should have over 05 (five) years of consultancy experience and with minimum 03 (three) years experience of end to end rollout of PCMM and should have successfully executed one PCMM Level 1 to Level 5 projects in the last five years.
- c) The bidder should have annual turnover of Rs.8.00 lakh to Rs.10.00 lakh every year in past three year.
- d) Profile of the organization
- e) Copy of PAN
- f) Copy of registration of ESIC, EPFO.
- g) Copy of registration of Labor Laws
- h) Copy of IT return filed for the last 3 financial years
- i) Copy of GST registration certificate
- j) Copy of certificate of incorporation of the firm/partnership deed
- k) Certificate issued by client(s) (showing reference no. of work order/agreement), name and contact details like telephone nos., e-mail address of the client's representative for whom the job referenced for meeting pre-qualification criteria.
- l) Curriculum Vitae (CV) of Consultant's Representative mentioning details of the implementation of PCMM Level 1 to Level 5 (indicating name of the Client(s), Period of Project, Location, brief description of the Project, etc.) handled for job referenced for meeting pre-qualification criteria. The documents evidencing that the above-named professionals have executed implementation of PCMM - Level 1 to Level 5.
- m) Declaration that the Bidder has not been blacklisted or put on Holiday by any Govt. organization, Public Sector Undertaking in past three years.
- n) The bidder should have proper established office with qualified staff preferably with a branch in Kolkata.
- o) Signed copy of tender documents as a token of acceptance.

- b) **PRICE-PART** -  
Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in Financial part.
- 4.0 Conditional tenders may be rejected and no additional clause will be entertained.
- 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 **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 And 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/Work 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. **DETAILED SCOPE OF WORK**

A maturity framework that focuses on improving the Management and development of the Human assets of BBJ. It will be an evolutionary improvement path from adhoc, inconsistently performed practices to a matured, disciplined and consistently improving development of the knowledge, skills and motivation of the employees that enhances strategic business performance. PCMM will establish a culture of excellence, successive foundations for continuously improving individual competencies, developing effective teams, motivating improved performance.

No. of Employees – **30 Nos. (approx.)**

3. **DETAILED DESCRIPTION OF THE WORK TO BE CARRIED BY CONSULTANT**

- a) Human Resource Parameter- Assessment of level in line with People Capability Management Maturity Model (PCMM) or equivalent in the CPSE and placing the matter before the Board for taking a decision whether to go for up-gradation in level.

4. **PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT**

- a) The consultant shall perform its services in full accordance with the terms & conditions of the Contract and any applicable laws & regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of the obligations of work to be completed under this contract.
- b) The consultant shall in all professional matters act as a faithful advisor to BBJ and will provide all the expert commercial/ technical advice and skills which are normally required for the class of Service/ industry standard for which it is engaged.
- c) The consultant, its staff, employees shall carry out its responsibilities in accordance with the best professional standards.
- d) The consultant has to provide project handholding on need base and on dates advised by BBJ. Timely completion of the delivery is the essence of the contract. Hence, the successful bidder must deliver the outcome in time.
- e) The consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without approval of BBJ.

5. **CONTRACTUAL PERIOD**

Duration of the execution of service delivery by Transition partner under this contract shall be **01 (one)** month from placement of LOA/Order, whichever is earlier.

6. **PAYMENT TERMS**

The payment shall be released after satisfactory completion of the defined milestone as mentioned in 'scope of work' and on submission of Invoice within 30 (thirty) days from date of submission of bill. The payment shall also be made after deducting necessary taxes applicable, if any.

Payment shall be in the following manner;

- a) **20%** (twenty percent) of Advance payment (provisional) of contractual value will be paid by BBJ on production of invoice after receipt of Bank Guarantee, of equivalent amount, if proposed by the bidder.
- b) Balance **80%** (eighty percent) payment shall be made after the completion of work in all respects in terms of Contract and to the satisfaction of BBJ and after conditions listed have been met.
- c) Accordingly, the agency has to submit invoice(s) to BBJ specifying the amount due, duration along with all documents pertaining to the deliverables achieved with the specific duration of time.
- d) In case no payment of advance is required, full payment + GST (as applicable) will be made after Completion of work.

BBJ shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.

7. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

The successful bidder shall have to submit a Performance Guarantee (PG) by Bank Draft or in the form of Bank Guarantee amounting to **10% (ten percent)** of the contract value from any Nationalized/ Scheduled Bank in the prescribed format of BBJ within 15 days from the date of issue of Letter of Award (LOA). On submission of the SD-PG, formal "Order" shall be issued. The SD-PG shall remain valid till completion of entire contract period plus 15 days.

In case the successful bidder (agency) fails to submit the requisite SD-PG even after 15 days from the date of issue of LOA or within the extension period approved by Competent Authority, the same (LOA) shall be terminated. The failed bidder (agency) shall be debarred from participating in Re-Tender for that work and EMD shall be forfeited.

8. **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).

9. **FIRM PRICE**

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

10. **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.

11. **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.

12. **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.

13. **INDUSTRIAL AND INTELLECTUAL PROPERTY**

- i) In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep BBJ harmless and indemnify BBJ from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks, names or other protected rights.
- ii) All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to BBJ will be property of BBJ.

- iii) Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by BBJ for carrying out of any services with any third parties.
- iv) Consultant shall not without the prior written consent of BBJ be entitled to publish studies or descriptive article with or without illustrations or data in respect

14. **TERMINATION OF CONTRACT**

In case the successful bidder 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.

15. **JURISTICIION 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.

16. **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.