

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

NIT/DGM(P-V)/AN/IT/Oracle ERP/EBS/GS&OE/16-17

DATED: 02.04.2016

(A Government of India Enterprise)  
**27, RAJENDRA NATH MUKHERJEE ROAD**  
**KOLKATA - 700 001 (WEST BENGAL)**  
TEL: (033) 2248 5841-44; FAX: (033) 2210 3961  
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<b>Tender No.</b>	<b>NIT/DGM(P-V)/AN/IT/Oracle ERP/EBS/GS&amp;OE/16-17</b>	<b>Date :</b>	<b>02/04/2016</b>
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**NOTICE INVITING TENDER**

Sealed Tenders are invited from reputed authorized dealer/channel partner of Oracle E-Business Suite (EBS), a reputed ERP System, for supplying 10 users bundle license of latest version of Oracle E-Business Suite:

01.	<b>NAME OF WORK</b>	<b>Supply &amp; one year support for 10 users Bundle license for Financials, Purchasing and Inventory Management modules of latest version of Oracle ERP System (EBS).</b>
02.	<b>COST OF TENDER DOCUMENT</b>	<b>NIL</b>
03.	<b>EARNEST MONEY DEPOSIT</b>	<b>Rs. 25,000 (Rupees Twenty-Five Thousand) by Demand Draft / Banker's cheque / Pay Order in favour of 'The Braithwaite Burn &amp; Jessop Construction Company Ltd.' payable at Kolkata.</b>
04.	<b>ISSUE OF TENDER DOCUMENT</b>	<b>Between 02.04.2016 to 07.04.2016 during office hours.</b>
05.	<b>LAST DATE &amp; TIME OF RECEIPT OF TENDER</b>	<b>RECEIPT up to 1 PM on 08.04.2016 AT BBJ Office</b>
06.	<b>OPENING OF TENDER</b>	<b>ON 08.04.2016 AT 3.00 PM AT BBJ H.O.</b>
07.	<b>Delivery &amp; Installation</b>	<b>At BBJ's Head Office</b>

**(ANIMESH NEOGI)**  
**DGM(P-V)**

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**INSTRUCTION TO THE BIDDERS**

1.	<p><b><u>SUBMISSION OF BID:-</u></b></p> <p>(i) 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 <b>BOQ</b> 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 &amp; words of the quoted rates, the rate in word shall be considered for evaluating the tender.</p> <p>(ii) Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.</p> <p>(iii) Tenders to be submitted in <b>two parts i.e. Techno-Commercial bid &amp; Price Bid.</b></p>
a)	<p><b><u>TECHNO-COMMERCIAL PART -</u></b> To be put in a sealed envelope super scribing "Tender Notice No." &amp; "TECHNO-COMMERCIAL PART". The techno-Commercial part will consists of:-</p>
i)	<p><b><u>Eligibility Criteria :-</u></b></p> <p><b><u>PRE QUALIFICATION CRITERIA (PQC) OF THE BIDDER / SUPPLIER / CHANNEL PARTNER:-</u></b></p> <p>Documentary proof satisfying the PQC criteria should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.</p> <p>i) <b>The bidder must be an authorized partner of Oracle India for such job (authorization letter should be enclosed)</b></p> <p>ii) <b>The bidder should have offices in Kolkata with sufficient experienced &amp; capable manpower dealing in Oracle E-Business Suite (ERP System) license selling and support.</b></p> <p>iii) <b>The bidder must submit proof of similar license selling and support of Oracle E-Business Suite (ERP Solution) system.</b></p>
ii)	<p><b><u>EARNEST MONEY DEPOSIT -</u></b></p> <ol style="list-style-type: none"><li>Rs. 25,000/- (Rupees Twenty Five Thousand) by Demand Draft / Banker's Cheque / Pay Order in favour of "The Braithwaite Burn &amp; Jessop Construction Company Limited" payable at Kolkata.</li><li>The units registered with DGS&amp;D, SSI units registered with National Small Industries Corporation (NSIC) and PSU Units are exempted from submission of EMD subject to submission of proper document.</li><li>NSIC registration certificate till remain valid up to the date of validity of quotation. Photo copy of application for registration as NSIC for renewal of NSIC will not acceptable. Such offer will be treated as offers received without EMD.</li><li>For existing Supplier/Vendors the same may be adjusted from their pending bill amount provided they apply for the same.</li><li>EMD deposited by successfully bidder will be released within 30 days after completion of total supply &amp; installation of software without any Interest.</li><li>EMD amount of Unsuccessful bidders will be refunded after the award of contract to successful bidder.</li></ol>

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iii)	<b>Service Tax &amp; VAT 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.</b>
iv)	The tender documents issued to the bidders duly signed and sealed In each page in Techno-commercial part (except the BILL OF QUANTITY).
b)	<b><u>PRICE-PART:-</u></b> Properly filled up BILL OF QUANTITY (BOQ-1) duly sealed and signed to be put in a separate 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. & Date, Name Of Work" to be submitted to BBJ.
3.	Conditional tenders may be rejected and no additional clause will be entertained.
4.	<b>VALIDITY OF TENDER:</b> - 90 (thirty) days from the date of opening of tender or for a further period, if mutually accepted.

**(ANIMESH NEOGI)**  
**DGM(P-V)**

# **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

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## **SPECIAL CONDITION OF CONTRACT**

**SCC -1**

### **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 Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) The "**TENDER**" shall mean the proposal submitted by the Tenderer /Bidder /Channel Partner 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 / Channel Partner**" shall mean the firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

### **2. DETAILED SCOPE OF WORK: -**

BBJ plans to implement an integrated Enterprise Resource Planning Solution as Oracle E-Business Suite (ERP System) (latest version). With this objective, the Financials, Purchasing & Inventory Management Modules of the Oracle ERP Solution need to be implemented at the 1<sup>st</sup> phase.

**The scope of work under the present tender shall generally comprise of the following activities relating to supply and support of Oracle E-Business Suite (ERP System):**

- ✓ Supply of 10 users bundle license for Oracle E-Business Suite (ERP System) modules Financial, Purchasing and Inventory Management, including other free support software's.
- ✓ Annual Technical Support (ATS) for 1 (One) year from date of installation.

#### **Optional [may or may not be operated]:-**

- ✓ Additional Annual Technical Support (ATS) of aforesaid software after completion of 1 (One) year.

### **3. DELIVERY PERIOD & Place:-**

The supply / delivery of these 10 user bundle license Oracle E-Business Suite (ERP System) modules (Financials, Purchasing, Inventory Management) will be completed with in 01 (one) month from date of Purchase Order at our Head Office (at 27, R. N. Mukherjee Road, Kolkata- 700 001).

### **4. SPECIAL QUALIFICATION CRITERIA**

4.1 The successful bidder/Channel Partner require to **submit Manufacturers' authorization letter** for the 10 users bundle license of Oracle E-Business Suite (ERP System) for modules Financials, Purchasing and Inventory Management, at the time of delivery.

4.2 The successful bidder shall indemnify, protect and save The BBJ Construction Co. Ltd. (BBJ) against all claims, proceedings, liabilities, losses, costs (including legal cost), damages expenses and actions suits resulting from infringement of any patent, trademarks, copyrights any other statutory infringements in respect of 10 users bundle license of Oracle E-Business Suite (ERP Solutions) for modules, Financials, Purchasing and Inventory Management, supplied by the bidder or expenses whatsoever arising out of or resulting from any loss or damage to the property or personnel of BBJ, relating to the performance of the project whether or not such loss or damage is caused or contributed to by negligence or other default of bidder.

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**SPECIAL CONDITION OF CONTRACT**

**SCC -2**

**5. PAYMENT TERMS**

**A. For 10 Users bundle license of ORACLE E-Business Suite (ERP Solution) along with 1 (One) year Annual Technical Support (ATS):-**

1. 90% payment will be made after delivery, installation & registration of the 10 users bundle license of Oracle E-Business Suite (ERP System) for modules Financials, Purchasing and Inventory Management, on submission of Invoice for payment within 07 (seven) days from date of submission of bill.
2. Balance 10% payment after submission of Performance Bank Guarantee for successful running of installed software, within 07 (seven) days.

**B. For Additional Annual Technical Support (ATS) after completion of 1 (One) year:-**

**Optional [may or may not be operated]:-**

Payment will be made on quarterly basis, after completion of each quarter, on submission of bill/Invoice within 15 days.

BBJ shall make progressive payment as and when the payment is due as per agreed terms of payment.

**6. 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.

**7. TAXES AND DUTIES**

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. However, entry tax will be borne by BBJ. Bidders should clearly indicate in their Price Bid, all the applicable rates & amount of taxes, duties, cess etc. considered in their bid.

**8. Performance Bank Guarantee:-**

As security and proper running of said software as well as faithful fulfillment of the obligation under the contract, successful bidder shall furnish Performance Guarantee equal to 10% (Ten percent) of the total Contract Value of the Order, in form of Bank Guarantee of equivalent amount in favour of "The Braithwaite Burn & Jessop Construction Company Limited" from any Nationalized Bank (as per format to be provided by BBJ within 15 days from the date of issuance of order).

The performance Guarantee should be kept valid till end of 1 (one) year from the date of installation of software.

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**SPECIAL CONDITION OF CONTRACT**

**SCC -3**

**9. ARIBITRATION**

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 Managing Director (MD) of BBJ or any other officer of the company nominated by the said MD 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 MD, 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 MD 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.

**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.

**10. TERMINATION OF CONTRACT**

In case of failure to discharge the duties/service as per our requirement, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/agencies, cost incurred for the above shall be recovered from the agency's bill.

**11. 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.

**(ANIMESH NEOGI)  
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**BOQ-1**

**BILL OF QUANTITIES**  
**for ORACLE E-Business Suite (ERP SOLUTION)**

Sl. No.	Item Description	Rate	VAT	Service Tax	Others (if any)	Total Amount (in Rs.)
<b>1</b>	<b>10 Users bundle license of ORACLE E-Business Suite (ERP Solution) for modules Financials, Purchasing and Inventory Management including other license free software for implementation of Oracle E-Business Suite (ERP Solution) along with 1 (One) year Annual Technical Support (ATS)</b>					
	<b>TOTAL (In figures &amp; words )</b>					

**Note:-**

1. Quoted price should be inclusive of all taxes, duties, delivery charges and all other charges under the contract. Bidders should clearly indicate in their Price Bid, all the applicable rates & amount of taxes, duties, cess etc. considered in their bid.
2. However, entry tax will be borne by BBJ.
3. **Purchase Order will be issued based on either BOQ-1 or Both (i.e BOQ-1 & BOQ-2).**

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**BOQ-2**

**BILL OF QUANTITIES**  
**for ORACLE E-Business Suite (ERP SOLUTION)**

Sl. No.	Item Description	Rate	VAT	Service Tax	Others (if any)	Total Amount (in Rs.)
1	<b>Additional Annual Technical Support (ATS)</b> after completion of 1 (One) year of <b>10 Users bundle license of ORACLE E-Business Suite (ERP Solution)</b> for modules Financials, Purchasing and Inventory Management of Oracle E-Business Suite (ERP Solution)					
	<b>TOTAL (In figures &amp; words )</b>					

**Note:-**

1. Quoted price should be inclusive of all taxes, duties, delivery charges and all other charges under the contract. Bidders should clearly indicate in their Price Bid, all the applicable rates & amount of taxes, duties, cess etc. considered in their bid.
2. However, entry tax will be borne by BBJ.
3. **Purchase Order will be issued based on either BOQ-1 or Both (i.e BOQ-1 & BOQ-2).**