

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

NIT/DGM(P-V)/AN/IT/MS PROJECT/GS&amp;OE/17-18

DATED: 09.08.2017

A Government of India Undertaking) **27,**  
**RAJENDRA NATH MUKHERJEE ROAD**  
**KOLKATA - 700 001 (WEST BENGAL)**  
TEL: (033) 2248 5841-44; FAX: (033) 2210 3961  
E-MAIL: [info@bbjconst.com](mailto:info@bbjconst.com)  
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<b>TENDER NO.</b>	NIT/DGM(P-IV)/AN/IT/MS PROJECT/GS&OE/17-18	<b>DATE</b>	09.08.2017
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**NOTICE INVITING TENDER**

Sealed Tenders under two part bidding system are invited from reputed Microsoft Project implementing agency for supply, installation, commissioning & maintenance of Microsoft Project Professional, single user license, latest version:

01.	<b>SCOPE OF WORK</b>	Implementation of latest version of Microsoft Project Professional, Single user license (Supply, Installation, Configuration, Commissioning, Maintenance etc.), including training of designated personnel of BBJ.
03.	<b>COST OF TENDER DOCUMENT (NON -REFUNDABLE)</b>	Nil
04.	<b>EARNEST MONEY DEPOSIT</b>	Nil
05.	<b>PERFORMANCE GUARANTEE</b>	<b>5% (five percent)</b> of the Contract Value in the form of Bank Guarantee or in the form of Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd.", payable at Kolkata.
06.	<b>ISSUE OF TENDER DOCUMENT</b>	Between 19.08.2017 to 31.08.2017 during office hours.
07.	<b>LAST DATE &amp; TIME OF RECEIPT OF TENDER</b>	Receipt up to 01.09.2017 Hrs. on 15.00 Hrs. at BBJ-H.O.
08.	<b>OPENING OF TENDER (TECHNO-COMMERCIAL PART)</b>	On 01.09.2017 at 16.00 Hrs at BBJ-H.O.

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

TENDERER(S)

BBJ

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

NIT/DGM(P-V)/AN/IT/MS PROJECT/GS&OE/17-18

DATED: 09.08.2017

**CHECK LIST**

SL. NO.	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL PART	To be put in a sealed envelope super scribing "Tender Notice No." & "TECHNO-COMMERCIAL PART".
a)	Eligibility Criteria	Microsoft Project implementation agency, who satisfy 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.
c)	Tender Document except BOQ-1	All the pages to be signed and sealed.
2.	PRICE PART	To be put in a sealed envelope superscribing "Tender Notice No." & " PRICE PART"
A)	<b>BOQ-1</b>	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

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**INSTRUCTION TO THE BIDDERS**

1.	<p><b><u>SUBMISSION OF BID -</u></b> 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. Tenders to be submitted in <b>two parts</b>:-</p>
a)	<p><b><u>TECHNO-COMMERCIAL PART</u></b> The techno-Commercial part will consists of -</p>
i)	<p><b><u>SCOPE OF IMPLEMENTING AGENCY</u></b></p> <ul style="list-style-type: none"><li>a) Unless otherwise expressly limited in the Technical Requirements, the implementation agency's scope of work involve supply, installation, configuration, commissioning, training, maintenance of the Microsoft Project management system. They implementing agency required to implement the project as per agreed project plan of BBJ. Copy of agreed project plan require to submit by the implementing agency to BBJ.</li><li>b) The Implementation Agency shall, unless specifically excluded in the contract, perform all such work, services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Successful Operational Acceptance of the Microsoft Project Management System (latest version) as if such work and/or items were expressly mentioned in the Contract.</li><li>c) Training of designated personnel's of BBJ.</li></ul>
ii)	<p><b><u>TECHNICAL REQUIREMENT</u></b></p> <ul style="list-style-type: none"><li>1) The system objectives are to:<ul style="list-style-type: none"><li>(a) Ensure the Accuracy, Completeness and Consistency of Business Process.</li><li>(b) real-time processing system which integrates all project management.</li></ul></li><li>2) Technology should be:<ul style="list-style-type: none"><li>(a) Adaptable, Easy-to-use, Extendible and Maintainable.</li><li>(b) Secure and Cost - Effective.</li><li>(c) Supports Indian and overseas project management system.</li></ul></li></ul>

**INSTRUCTION TO THE BIDDERS**

iii)	<p><b>PRE QUALIFICATION CRITERIA OF THE BIDDER / IMPLEMENTING AGENCY</b>  <b>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.</b></p> <p>i) The bidder must be an authorized partner/selling agent/dealer/distributor of Microsoft India for this job.  ii) The bidder should have ISO 9001 or above certification.  iii) The bidder should have offices in Kolkata with sufficient experienced &amp; capable manpower dealing in Microsoft Project Implementation and enhancement.  iv) The bidder must submit proof of similar engagement of Microsoft Project implementation in at least two (02) projects based company in PSU / big corporate house engaged in construction project related work in last 5 years time.  v) The tenderer / bidder should give declaration that they have not been banned or delisted by any Government of quasi-Government agencies or PSUs.</p>
iv)	The tender documents issued to the bidders duly signed and sealed In each page except the BILL OF QUANTITY (BOQ-1).
b)	<p><b><u>PRICE-PART</u></b>  Properly filled up <b>BILL OF QUANTITY (BOQ-1)</b> duly sealed and signed to be put in a sealed envelope superscribing "<b><u>TENDER NOTICE NO.</u></b>" and "<b><u>PRICE PART</u></b>".</p>
c)	The above 'Techno-Commercial Part' and 'Price-Part' to be put in a sealed envelope superscribing " <b><u>TENDER NOTICE NO./SCOPE OF WORK</u></b> " to be submitted to BBJ.
2.	Conditional tenders may be rejected and no additional clause will be entertained.
3.	The successful bidder shall not sub-contract the service of personnel deployed for the entire duration of the project in BBJ.
4.	PAN, 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.
5.	<b>VALIDITY OF TENDER: - 90 (ninety) days</b> from the date of opening of tender or for a further period if mutually accepted.

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

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**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) The "**TENDER**" shall mean the proposal submitted by the Tenderer / Bidder / Implementing Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written work Order issued by BBJ.
- d) The "**Bidder / Implementing Agency**" shall mean the firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

**2. DETAILED SCOPE OF WORK**

**a) Supply, Installation, Configure and commissioning**

- ✓ Delivery: The ordered items should be delivered, installed, configured testing and commissioned within **02 (two) months** from the date of receiving of Purchase Order.
- ✓ The implementing agency, by receiving the Purchase Order, should visit the office to access the readiness for installation. A report in this respect should be submitted to BBJ. Implementation agency may require to install and configure Windows operating system and other software's also on the computer, on which Microsoft Project Professional will be install.
- ✓ After successful installation, configuration, commissioning and handing over of the ordered items to BBJ, the implementing agency must obtain signed installation certificate along with sample test results duly certified by the user / users on the installed items. The signed certificate and sample test result should submit along with forthcoming bill.
- ✓ The implementing agency require to submit status report in the format prescribed in 15 days interval till the execution of the entire project order.
- ✓ The Microsoft Project Professional - single user perpetual license should be legal and license to the company "The Braithwaite Burn and Jessop Construction Company Limited, 27 R. N. Mukherjee Road, Kolkata - 700001"
- ✓ The licensed software require to provide on CD / DVD media. Receiving of Licensed software require to submit with the forthcoming bill / invoice.
- ✓ After successful completion of project within two months, the Annual Maintenance Contract (AMC) will start automatically.

**b) Initial Project Implementation**

In this phase of project, the implementing agency will come and do all the necessary configuration to make the system ready to use which will include:

- ✓ Installation and configuration of the software
- ✓ Training to the team members / end users.

**c) Annual Maintenance Contract (AMC) support & Maintenance Phase**

- ✓ All The technical support
- ✓ Help in creation of Projects
- ✓ Help in updating the projects
- ✓ Troubleshooting
- ✓ Training to users on regular basis
- ✓ Maintenance of the configuration, reports, dashboards
- ✓ Backup and administration

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**SPECIAL CONDITION OF CONTRACT**

- ✓ Providing regular reports and dashboards to management, as required.
- ✓ Helping creating template's and reports required to provide.
- ✓ Security of data in different modes.

The implementation agency will not able to take backup out of our office premises. Backup will be taken on the resource of our company. Configuration and projects are the property of BBJ.

**3. PAYMENT TERMS**

**Product Cost**

- ✓ 90% on the quoted rate for Microsoft Project Professional perpetual license supply, installation, configuration, testing, commissioning and training (Point 1, 2 & 3 of BOQ1) will be released within 30 days of receipt of invoice after successful supply, installation, configuration, testing, commissioning, training and handing over the above items fulfilling the technical specifications.
- ✓ Rest 10% will be paid after successful completion of 1st quarter AMC, along with the payment of 1st quarter AMC bill.

**Training on implementation**

- ✓ For Annual Maintenance Contract (AMC), payment will be made on quarterly basis after completion of the said quarter subject to their satisfactory performance to be certified by customer / user.
- ✓ Penalty amount if any will be adjusted in the payment due to the supplier.

**a) Manpower Strength**

The project team will work only from BBJ office with own Laptops. Remote work will not be permitted.

It is the successful bidder's responsibility to ensure the presence of deputed manpower for the complete period of contract, so that BBJ's business requirements are not hampered. In case of any of successful bidder's manpower not found suitable, BBJ has right to seek replacement and accordingly the successful bidder shall arrange for alternate support to meet BBJ's requirement within 3 days.

Services of manpower are for seven hours a day during the peak business hours (10:00 hrs to 17:00 hrs), including one hour of Tiffin break (13:00 hrs to 14:00 hrs), for Monday to Friday, 1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup> Saturday. However, in case of emergency or in urgent need outside the business hours, the successful bidder should ensure for providing necessary help and to maintain smooth services at no extra cost.

Necessary infrastructure and manpower would be provided by BBJ for executing the support services. The bidders require ensuring the requirement of infrastructure needed for execution and support service.

**b) Company's Responsibilities**

The Company shall be responsible for providing of data, resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan within the time schedule specified.

The Company will designate appropriate staff for the training courses to be given by the Implementation Agency and shall endeavor to make all appropriate logistical arrangements

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**BBJ**

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for such training as specified, the Agreed Project Plan, or other parts of the Contract.

**c) Hardware, Network and Infrastructure**

The hardware and Network solutions are excluded from the scope of work. However the Implementation Partner should clearly propose and indicate the Hardware, Network infrastructure, Internet, Security requirements etc. after assessment of existing IT infrastructure.

**d) Implementation Schedule (Delivery Period)**

The implementation schedule spans over a period of one (02) months within which all the phases indicated herein must be completed. The implementation agency will be required to deploy concurrent teams to work on different activities to ensure timely completion of the project.

If required, the implementation agency will be required to visit different office / project sites for which traveling reimbursement will be given by BBJ.

**4. 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.

**5. 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.

**5.1 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 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.**

**5.2 New Levies / Taxes**

In case Government imposes any new levy / tax after award of the work during the tenure of

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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.

**6. DELIVERY PERIOD EXTENTION**

If there is delay for reasons not attributable to the implementing agency, BBJ upon receipt of written request justifying such delay from the implementing agency may extend the Delivery period as suitable and fit reasonable to BBJ. No extra claim of the implementing agency will be entertained in such cases of time extension being granted.

**7. PERFORMANCE SECURITY**

The Performance Security shall be submitted by the successful bidder within 15 days of LOI/ Order in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank as per the format specified by BBJ. The Performance security shall be **5% (five percent)** of the total contract value. The Performance Security is to ensure due performance of all obligations of the implementing agency under the Contract against an event of default by the implementing agency and / or any Material Breach of its obligations there under. The Performance Security shall be kept valid for a period of 2 (two) months beyond the expiry of the Contract / Warranty period and Post Implementation Support.

**Delays in the implementation agency's performance** - Time is the essence of the Contract. Delivery of the deliverables and performance of the services shall be made by the Implementation Partner in accordance with the time schedule drawn at the time of start of work and mutually agreed by the BBJ and Implementation Partner. In case the delivery is not completed in the stipulated delivery period, as indicated, BBJ reserves the right either to short close / terminate the contract and / or recover liquidated damage as indicated above. The termination/ short closing of the contract shall be the responsibility of the Implementation Partner and BBJ reserves the right.

**8. LIQUIDATED DAMAGE**

**A) Supply and Implementation part**

The date of delivery of the modules stipulated at the time of System Requirement Specification (SRS) / "TO BE" study of each module should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of BBJ and be accepted by BBJ, such deliveries will not deprive BBJ of its right to recover liquidated damages as mentioned.

Should the implementing agency fail to deliver any module within the period prescribed and agreed for delivery, then BBJ, without prejudice to other remedies available to it shall be entitled to recover liquidated damages, a sum equivalent to 0.5% of the value of the delayed delivery for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 1.0% of the value of the delayed delivery for each week of delay or part thereof for another Ten weeks of delay subject to maximum 10 % of the total value of the contract.

**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

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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 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 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 30 days notice, provided the failure is not cured within such 30 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.

**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)**  
**DGM (P-V)**

**BOQ-1**

**BILL OF QUANTITIES - Single user Microsoft Project Management implementation**

Sl. No.	Particulars / Item Description	Quantity	Total Amount (in Rs.)
1	Supply of Microsoft Project Professional Single user license (Latest Version), Perpetual License.	1 license	
2	Installation, configuration, testing and commissioning of Microsoft Project	Lumpsum	
3	Training, Troubleshooting and backup	Lumpsum	
4	Annual Maintenance Contract (AMC) for one (01) year	Lumpsum	
	<b>TOTAL</b>		
	<b>Total Cost (in words)</b>		

**NOTE:**

Above quoted rates are valid for 90 days from date of opening of price bid.

I / We confirm that I / we have ready and fully understand the terms and conditions of the enquiry and abide by the same

Yours faithfully

(Full Name)

(Signature & Seal of the company)

Date :

Note : no condition should be mentioned in price bid.

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

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