

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

BBJ/AN/AMC/COMPUTER/PRINTER/UPS/GS&amp;OE

DT. 08.03.2016

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)

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TENDER NO.	BBJ/AN/AMC/COMPUTER/PRINTER/UPS/GS&OE	DATE	08.03.2016
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**NOTICE INVITING TENDER**

Sealed Tenders are invited from reputed Agencies for the following:

01.	SCOPE OF WORK	COMPLETE ANNUAL MAINTENANCE OF COMPUTERS, PRINTERS, UPS, SCANNER, NETWORKING DEVICES, CLEANING OF VIRUS ETC. PRESENTLY LOCATED AT OUR HEAD OFFICE (27 R N MUKHERJEE ROAD, KOLKATA - 1), ALIPORE OFFICE (26 RAJA SANTOSH ROAD, KOLKATA-27) AND HEAVY PLANT YARD (P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-24)
02.	DURATION OF CONTRACT	12 MONTHS
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT	NIL
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 08.03.2016 TO 21.03.2016 DURING OFFICE HOURS.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 2 P.M. on 22.03.2016
07.	OPENING OF TENDER	ON 22.03.2016 at 3.00 P.M.

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INSTRUCTION TO TENDERER

01.	<b>"SUBMISSION OF TENDER"</b> shall be read in conjunction with General Commercial Terms and conditions and any other documents forming part of this Tender Document wherever the context so requires. Notwithstanding the sub-division of the documents into the separate section, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with the document so far as it may be practicable to do so wherever it is mentioned that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at their cost.
02.	<b><u>LANGUAGE</u></b> 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.
03.	<b><u>SUBMISSION OF TENDER</u></b>
a)	The Tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
b)	<p>i) All the pages of the tender document to be signed with Company's seal by the Tenderer. The rates in the appropriate space in the <b>SCHEDULE OF RATE (SOR)</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) The agency have experience in executing similar type of work in past.</p> <p>iii) The bidder must fill all the <b>SCHEDULE OF RATE (SOR 1 to 3)</b> with the appropriate column signed and sealed.</p>
c)	The Sealed tender is to be submitted at our Head Office (The Braithwaite Burn And Jessop Construction Company Limited, 27 R. N. Mukherjee Road, Kolkata-700001) in a sealed cover and super scribed with Tender Reference and Due Date.
d)	All costs and expenses incidental to preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
04.	<b>The bidder is advised to inspect the Computers, Printers, UPS, Scanner, switches, routers, networks &amp; UPS presently located at our Head Office (27, R. N. Mukherjee Road, Kolkata-700001), Alipore Office (26, Raja Santosh Road, Alipore, Kolkata-700027) and Heavy Plant Yard (P-82, Taratala Road, Garden Reach, Kolkata-700024) before submission of tender.</b>

INSTRUCTION TO TENDERER

05.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
06.	The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer who's Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.
07.	<b><u>CURRENCIES OF BID AND PAYMENT:</u></b> The Tenderer shall submit price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
08.	<b>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.</b>
09.	<b>Validity of Tender – 90 (ninety) days</b> from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity, if any,

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**SPECIAL CONDITION OF CONTRACT**

1	<b>Scope of Work :-</b>
(a)	To carry out <b>complete Annual Maintenance</b> of our existing Computers, Printers, UPS, Scanner, networking Switches, Routers, networks including LAN (as mentioned in SOR 1 to 3) & cleaning of virus at our <b>Head Office</b> (27, R. N. Mukherjee Road, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, Kolkata - 700001), <b>Alipore Office</b> (26, Raja Santosh Road, Alipore, Kolkata - 700027) and <b>Heavy Plant Yard</b> (P-82, Taratala Road, Garden Reach, Kolkata - 700 024).
(b)	The AMC will cover complete repairing/replacement/procurement of spares from respective manufacturers of Computers (i.e. DELL/HCL/IBM/HP/COMPAQ/LENOVO etc.) and replacement of the same and make the computers, printers, UPS, Scanners, networking Switches, Routers, Networks including LAN etc. running in good condition.
(c)	The AMC will also cover repairing/replacement/procurement of spares from respective manufacturers of the printers (HP/EPSON/CANON/XEROX etc.) excluding printer cartridges and UPS (APC/MICROTECH/TVS/DIGITAL/ZEBRONICS etc.) excluding UPS Battery.
(d)	The AMC will also cover the different software support including Hindi software, project related software, data processing software and operating system installed in our computers.
(e)	<b>The AMC will also cover for antivirus cleaning twice in a month.</b>
(f)	The AMC service provider has to ensure smooth functioning of all hardware including HDD in terms of data flow and other parameters.
(g)	<b>The AMC service provider has to take necessary backup of important data from each computers and servers, if any bad sector or other problems found. Backup could be taken on separate drive. On any condition, data backup could not be taken on the service provider's driver.</b>
(h)	In case of any data lose for the cause of HDD problem, the agency will be sole responsible for recover all the data within 15 days time period.
(i)	In the period of service, if any HDD crashed / corrupted / tempered etc. the service provider will change the same or higher version of HDD free of cost and also not be able to take the crashed / corrupted / tempered HDD with them. The owner of the HDD will be with BBJ only, as it contain data.
(j)	<b>Prompt and efficient service, in respect of above, from the party is necessary.</b> If any service call registered within 12:00 Hrs, then the call require to close within same day. If the call registered after 12:00 Hrs., then the call require to close within next working day by 12:00 Hrs.
(k)	Call just attended but not solved is not acceptable.
(L)	On emergency, service calls (as require time-to-time) require to attend immediately.
(m)	<b>The bidder shall provide a stand-by/back-up support against the defective device/system, if the computers, printers, UPS, scanners, switches, routers, network etc. is not repairable within 48 hrs. from the reporting time of fault.</b>
(n)	Replacement of UPS battery and print cartridge / toner etc. is not covered under this AMC.

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2	<b>Duration of the Contract :-</b>
	For a period of 12 (twelve) months from 1 <sup>st</sup> April, 2016 to 31 <sup>st</sup> March, 2017
3	<b>Rate :-</b>
	The rate should be inclusive of all taxes & duties, labour charges, supply of spares, as applicable during the tenure of the contract.
4	<b>Payment Terms:-</b>
(a)	<b>Payment will be made on quarterly basis, on submission of bill, after completion of each quarter.</b>
(b)	For any reason, if any computer, printer / UPS become non-operative and not useful in future also, the payment for AMC of that computer/printer/UPS etc. will be deducted from the total payment for AMC for that unserviceable period.
5	<b>Termination of Contract :-</b>
	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.
6	<b>ARBITRATION :-</b>
	<p>In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or related to any matter for execution and/or performance of the contract, the same shall ip-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.</p> <p>Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of any thing under the contract, the same shall within 30 days of it's occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing with in the next following 30 days of making reference to it.</p> <p>Nevertheless, the parties at their sole option shall with in the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference with in the next following two weeks and the same shall be final and binding upon the parties.</p> <p>The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date.</p> <p>Jurisdiction of the matter shall be with in the appropriate Courts of Kolkata. Acceptance of Order/LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.</p>

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TENDERER

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