

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA – 700 001 (WEST BENGAL)  
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<b>e-Tender No.</b>	eNIT/DGM(P-V)/IT-HW/LAPTOP/34-2021	<b>Date:</b>	27/05/2021
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**NOTICE INVITING E-TENDER**

**e-Tender** under the **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors and their authorized agency/ distributor/ dealer for supply, installation & commissioning along with comprehensive support of different hardware & software as per the technical specifications and details are given in "**Scope of Work**"/ "**BOQ-1**", at our Head office as per details hereunder:

01.	SCOPE OF WORK	Supply, Installation & Commissioning and Comprehensive Support of Laptop along with Windows-10 (Professional) as per details given in " <b>Scope of Work</b> "/ " <b>BOQ-1</b> ", at our Head office.	
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/ NEFT/ RTGS in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd." payable at Kolkata. Existing suppliers may adjust the EMD from their pending bills. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of their Udyog Aadhar Memorandum (UAM) on CPPP.	
04.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
05.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	<b>27/05/2021</b>
		Document download Start Date	<b>27/05/2021 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>03/06/2021 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>09/06/2021 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>10/06/2021 - 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/app>.

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

- a) The bidder should have offices in Kolkata with sufficient experienced & capable manpower dealing in Hardware and software installation, configuration, and support.
- b) The bidder should be Original Equipment Manufacturers (OEM) or their Registered/ Authorized Suppliers/ Distributors/ Dealers/ Authorized Sales & Service Partners. An authorization letter from the OEM (if OEM is not participating) to quote the bid shall be enclosed with the bid.
- c) The bidder company should have successfully supplied, installed, configured, and supported Desktop Computers, Laptops, and other hardware to at least three (3) organizations during the last 07 (seven) years. (Copy of proof is requested to be submitted along with the bid.)
- d) The bidder company should be registered in India. Copy of PAN, GST Registration should be submitted.
- e) Technical Specifications of Hardware offered.
- f) The bidder should have technically qualified and well-experienced manpower for supply, installation & commissioning of Laptop/ IT-Hardware/Software.
- g) 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 the 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 The bidder should provide all the papers related to service and product warranty. The bidder also has to provide one year (1 year) comprehensive warranty and support service free for all the Hardware and Software installation at our office. Any hardware becomes unusable/ not functioning properly, required to replace immediately, without any cost.
- 8.0 **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 & Jessop Construction Company Limited having its registered office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "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) "ORDER" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "TENDERER/ BIDDER" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "Successful Bidder" whose tender has been accepted by BBJ.

2. **SCOPE OF WORK**

BBJ intends to procure new Laptops etc. for being used at Head Office, Kolkata.

**The scope of work under the present tender shall generally comprise of the following activities relating to supply, installation & commissioning, and support of all Hardware & Software:**

- ✓ Supply, installation & commissioning of **03 (three) no. Laptop of Dell/HP makes** with related accessories as per technical specification at Clause 3.1.
- ✓ Supply & installation of **03 (three) nos. MS Windows-10 (Professional)** perpetual license.
- ✓ Comprehensive support on all hardware supplied and all software installed.
- ✓ Installation & commissioning to be done in presence of the BBJ team, on the specified date informed by BBJ.
- ✓ Support on Installation & commissioning of aforementioned Hardware supplied and Software installed for the next one year from the date of installation.

3. **TECHNICAL SPECIFICATIONS**

3.1 Technical Specification for Laptop: Minimum system requirement –

Processor	intel i5 – 8 <sup>th</sup> Generation or above, 4 MB or above Cache, 2.4 GHz or above
Memory	8 GB – DDR4 or above
Video Graphics	2GB or above, DDR3 or above-dedicated video graphics.
SSD	128 GB or above
Hard Drive	1000 GB @5400 rpm
Display	5.6" or above display
Network Card	Integrated 10/100 BASE-T Ethernet LAN or above
Wireless Connectivity	802.11b/g/n (1x1) or above and Bluetooth
External Ports	Multi-format SD media card reader, USB 3.0, HDMI, RJ-45, Headphone/ Microphone combo
OS	Free DOS/ Linux
Other	Other standard accessories including a power adapter, laptop bag, Warranty documents, etc.

3.2 **Technical Specification/ Make/ Model of the Laptop to be mentioned in the technical bid.**

4. **DELIVERY PERIOD**  
The supply/ delivery of all hardware as per the aforementioned “**Scope of Work**” and “**BOQ-1**” is to be completed within **21 (twenty-one) days** from the date of LOA/Order. Installation and configuration to be done in the presents of the BBJ team, on the specified date informed by BBJ.
5. **SOFTWARE LICENSES:**  
The software licenses shall be required in the name of the user institute/ company. The licenses shall contain paper licenses and at least one set of media (CD/DVD).
6. **PAYMENT TERMS**  
The payment shall be released after satisfactory delivery, installation of all the items as mentioned in ‘scope of work’, and on submission of Invoice within 45 (forty-five) days from date of submission of the bill. SD-PG equivalent to 10% (ten percent) of the order value for the items mentioned in “**BOQ-1**” will be deducted from the bill amount and shall be kept with BBJ till the end of the warranty period. The payment shall also be made after deducting the necessary taxes applicable if any.
7. **SECURITY DEPOSIT**  
The successful bidder will be required to furnish the Security Deposit for **10% (ten percent)** of the order value for items mentioned in “BOQ-1”. The total amount of SD shall be deducted from the bill amount during the release of payment. In case of no warranty claims towards the item under warranty, the withheld amount will be returned on completion of the warranty period after the submission of the No Claim Certificate and with the approval of BBJ’s Competent Authority.
8. **GUARANTEE/WARRANTY:**  
All the items covered in “BOQ-1” and Scope of Work, shall carry a minimum of 12 (twelve) months on-site comprehensive warranty from the date of installation & commissioning. The bidder shall undertake to provide the installation and warranty service at the site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done within BBJ only. These items shall not be allowed to be taken outside for warranty repairs, other than exigency.
9. **PENALTY FOR DELAY**  
For any delay in supply, installation, and commissioning of the ordered items, BBJ will charge a penalty @0.5% (zero decimal five percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent).
10. **FIRM PRICE**  
Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.
11. **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 the procurement of materials for execution of the contract.
- 12.1 **Goods and Service Tax (GST)**  
Without prejudice to the 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 the 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 with the bid documents (techno-commercial). Bid without GST number shall be canceled.

At present GST-TDS is applicable. If the same is applicable in the 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 a 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 the bidder, the same shall be recovered from Bidder's bill.**

#### 12.2 **New Levies / Taxes**

In case Government imposes any new levy/tax after awarding 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 applies to this contract.

#### 12. **RISK AND OWNERSHIP:**

Upon 90% of payment, BBJ shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with the selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

#### 13. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining all other local rules & regulations/ rules of local Govt. bodies should abide & comply by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result in stoppage of work or the

successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills, etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

14. **ARBITRATION**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/recommendation/interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/canceled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in the English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

15. **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.

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 the corresponding change in the value of the contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (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 the bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the 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 of his bid, BBJ reserves the right to reject such application.