## THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

(A GOVT. OF INDIA ENTERPRISE)

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Website :- www.bbjconst.com

#### BBJ/M&P DEPTT/WEBSITE/DOMAIN/E-MAIL/20

6th March,2020

Sealed quotations are invited from Kolkata based reputed and suitable Vendors in connection with Maintenance and Updation of Websites (English & Rajbhasha), Registation of Domain, SSL Certification and E-Mail Service under Domain bbjconst.com

The Scop of Work and other Terms & Conditions related to the above work is stated hereunder.

**Notes**:-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 whose 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.

- 1. **Scope of Work**:- As per attached sheet marked as "ANNEXURE-A".
- 2. Eligibility criteria:
  - (a). Bidders should be Kolkata based party and have their Office in Kolkata.
  - (b). The Tender shall be signed by the bidder properly.
  - (c). The following documents are to be submitted with the offer with proper official stamp & signature by individual bidder, otherwise their offer/bid will be treated as cancelled:-
  - (i) As a proof of experience, Bidders should submit the copies of their contracts / orders for the last 3 years ending 31st March,2019 related to maintenance and updation of websites (English & Rajbhasha), registation of domain, SSL Certification and E-Mail Service.
  - (ii) Copy of up to date renewed Trade Licence from concerned Authorities;
  - (iii) Copy of Indian Income Tax Return Acknowledgement from concerned authorities for the following **Assessment Year**:-
    - (a). Assessment Year :- 2016-2017
    - (b). Assessment Year: 2017-2018
    - (c). Assessment Year :- 2018-2019
  - (iv). Copy of GST Registration Certificae;
  - (v). Copy of PAN Card;
- 3. **RATE**:- The rates in the appropriate space in the **BILL OF QUANTITY(BOQ-1)** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fulid will be allowed. In the event of any difference between figure and words of the quoted rates, the rate in word shall be considered for evaluating the tender.
- 4. **PERIOD OF RATE CONTRACT**: Your quoted rates will be valid for 12(twelve) months from date of issuance of our order. We, however, BBJ reserves the right

to extend the contract by another period or periods as may be required or terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

### 5. **PRICE VARIATION**:

No price-variation of any kind will be allowed in this contract under any circumatances. Price shall remain firm for entire scope of supply.

## 6 **VALIDITY OF THE OFFER:**

The offer should remain valid for minimum period of 90 days from the date of opening of tender.

- 7. **PAYMENT**: On quarterly basis based on submission of your bill duly certified by the respective department. No advance payment will be considered in this respect.
- 8. Task received and task completed details require to provide with bill.
- 9. Vendor/Service Providr should have office in Kolakta and adequate technical manpower for developing and maintaining English & Rajbhasha websites on HTML 5 and other languages as available/instructed time to time.
- 10. Complete contact details on every possible mode require to provide with tender, for communication for different requirement at the time of contract.
- 11. Submission of monthly status report in details of website, changes on the website etc. require to provide to the Company. On the basis of monthly status report, quarterly payment will released.
- 12. No down time / hacking / phishing or other security related issues on website or E-Mail system is acceptable on any circumstances. Vendor/Service Provider will be sole responsible for any type of down time/hacking/phishing or other security related issue. Company could decide any punishment for this type of incident.
- 13. <u>SECURITY DEPOSIT (SD)</u>:- For successful bidder/service provider, Security Deposit equivalent to the **10%(Ten Percent)** of the total contract/order value to be submitted within 15(fifteen) days on receipt of **LOA** in form of Demand Draft/Pay Order.
  - If the successful bidder/service provider is unable to deposit the above mentioned Security Deposit amount within our stipulated date, in that case their LOA may be treated as cancelled.
- 14. <u>Termination of Contract</u>:- If the service provider fails to complete the work/supply/service as per satisfaction/requirement and within the stipulated time/period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work/service done by deploying other agency/agencies by issuing first seven days and then 48 hours Notice. Additional cost if incurred shall be recovered from the party's bill.

#### 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. **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 a 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 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 / cancelled) 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 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.

17. <u>Last Date of Submission</u>: Your sealed quotation must reach to our Registered Office(27 R.N.Mukherjee Road,Kolkata-700 001) on or before **16<sup>th</sup> March,2020** by **12.30 p.m**.

(Tapas Sen)
Supervisor(M&P)

#### **ANNEXURE-A**

#### Scope of Work:

Vendor require to maintainboth English & Rajbhasha website, regulating and overall management as per NIC (Govt. of India) guidelines and regulations from time to time, without changing format of website.

The website of "The Braithwaite Burn and Jessop Construction Company Limited" can be accessed at <a href="www.bbjconst.com">www.bbjconst.com</a>. The website provide vast amount of information through various sections / web pages. The site provides information related to the Company, ongoing and completed major projects, news, events, awards & certificates, tenders, financial results etc..

The scope of work includes regular maintenance and updating of both English & Rajbhasha website. A brief list of various elements of the scope of work, but not limited, given below:

- i) Maintenance, updating, redesigning, new page development and publication: Vendor require to maintain our website properly which includes:
  - a. Updating of contents of all existing pages and designing new pages as per the requirement of the Company. It would also include the upload images and all type of work as instructed by the BBJ time to time.
  - b. No changes are acceptable on format & other elements of existing webpages, without confirmation from the Company.
  - c. Publishing of the advertisement (Banners, Links etc.), notice etc. on the website as per instruction of the Company.
  - d. Making change in the source code of the website is not acceptable without confirmation from BBJ.
  - e. Vendor require to check the website regularly for dead links, finding of nonoperative functions of website and make them operative.
  - f. Archival of information require to maintain as per instruction.
  - g. Vendor require to update image & data elements on existing pages, as per instruction of the Company.
  - h. Vendor require to design and / or update and publish new or revised webpages as per requirement of the Company.
  - i. Vendor require to undertake content research and management periodically.
  - j. Vendor require to find out all errors regarding the websites and their removal.
  - k. Vendor require to coordinate with the "web server service provider Company" for server related problems / issues and require to short out any problem related to this. Down time / tempering on web content / hacking of website is not acceptable on any circumstances.
  - I. Vendor may require to provide technical support for auditing of the website.
  - m. Maintain daily backup of website contains with documents. Provide all backup records to BBJ at any time, whenever BBJ ask for submission.
  - n. Have to maintain HTML 5 mainly to update our websites. No other programming language is acceptable for this purpose. However, vendor could inform BBJ about requirement for other programming language in written and by getting permission; they could only use some other language.
  - o. Use of "WordPress" is not acceptable for modification of any page or development of any new page.

- p. Vendor have to make sure that the website is live all times without any downtime for any reason. Necessary action / steps require to take by the vendor for security related issues of website and webserver.
- q. Vendor may require develop and publish new page with link of the page to our website as inform by BBJ for both English &Rajbhasha website.
- r. BBJ will provide the write-up / content of new pages require to develop & publish. File require to hyperlink with provided content, pictures require to show on new page etc. will be provided by BBJ. Vendor have to make sure to publish the same.
- s. Depending upon requirement, vendor require to publish important update (i.e. tender etc.) on same day.
- ii) **Domain Registration Renewal**: As our domain (bbjconst.com) require renewal of registration every year, the vendor require to renew the registration of this domain. BBJ will inform validity of domain registration to the vendor, if require and vendor have to register the domain accordingly, by which no downtime occur on live website.
- iii) **Upgradation of server space**: Require to upgrade existing space for hosting to large space to accommodate both English &Rajbhasha website. Renewal require on upgradation of server space 10 GB on Indian datacenter. BBJ will inform validity of extended space to the vendor, if require and vendor have to renew of upgradation of server space 10 GB, by which no downtime occur on live website.
- iv) **Securing HTTP using SSL**: To meet new international browser security requirements and have the website appears as HTTPS:// instead of non-secure HTTP://. The rapid Secure Socket Layer (SSL) certificate require with an independent IP to be connected to our domain hosting. BBJ will inform validity of SSL to the vendor, if require and vendor have to renew the security using SSL, by which no security related issue occur on live website.
- v) E-Mail service under domain bbjconst.com: Vendor require to provide 85 standard and secured E-Mail service under our domain bbjconst.com. 2000 MB or above storage space require to provide for each E-Mail ID. E-Mail size including attachment should be minimum 20 MB. Require to make sure spam and virus free E-Mail service. Problem on sending mails not reach to destination or not receiving mails send by somebody is not acceptable on any circumstances. Vendor required to communicate with the E-Mail service provider to short out any issue related to E-Mail system immediately. Vendor require to provide panel for add new / delete existing E-Mail ID's, changes of password etc.. No. of E-Mail ID require may change time to time.
- vi) E-Mail service under "Microsoft Business Essential E-Mail service": Vendor require to provide 05 standard and secured E-Mail service under our domain bbjconst.com. Service could be taken from "Microsoft Business Essential E-Mail Service" or some other robust E-Mail service. 50 GB or above storage space require to provide for each E-Mail ID. E-Mail size including attachment should be minimum 20 MB. Require to make sure spam and virus free E-Mail service. Problem on sending mails not reach to destination or not receiving mails send by somebody is not acceptable on any circumstances. Vendor required to communicate with the E-Mail service provider to short out any issue related to E-Mail system immediately. Vendor require to provide panel for add new / delete existing E-Mail ID's, changes of password etc.. No. of E-Mail ID require may change time to time.

# **"BILL OF QUANTITY" (BOQ-1)**

SI. No.	Description of Work	Annual Cost (in Rupees)	Taxes (if any) Except GST	Total Cost
1	Renewal of domain registration			
2	Renewal of upgraded server space (10GB)			
3	Renewal of securing HTTPS using SSL			
4	Maintenance, updating, redesigning, new page development and publication			
5	E-Mail service under domain bbjconst.com (Provide rate per ID)			
6	E-Mail service under "Microsoft Business Essential E-Mail service" (Provide rate per ID)			
Gran Total Cost:				
GST(as applicable)				Extra

#### NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry.

I hereby declare that –				
There is no deviation in the offer.  OR				
There are deviations on certain items and the list of deviations is attached herewith.				
(Please strike out whichever is not applicable).				
Signature of Authorized Signatory of Bidder Name:				
Designation:				
Date:				
Place:				
Seal of Organization:				