THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD. eNIT/DGM(P-V)/CCTV-HPY/GS&OE/65-2021 Date: 01/11/2021

(A Government of India Enterprise) 27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA- 700001 (WEST BENGAL)

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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 and Maintenance of Closed-Circuit Television (CCTV)/ video surveillance system 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 Maintenance of Closed-Circuit Television (CCTV)/ video surveillance system as per the technical specifications given in "Scope of Work"/ "BOQ", at our BB's Heavy Plant Yard, Kolkata.	
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	
	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	01/11/2021
		Document download Start Date	01/11/2021 - 10:00 HRS
		Start Date of uploading of bid document	09/11/2021 - 10:00 HRS
05.		End Date for uploading of bid document	15/11/2021 - 15:00 HRS
		Date of opening of Technical Bid	16/11/2021 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(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.

2.0 <u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u>

Each contractor is required to obtain a Class-III 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 are 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. Copy of address proof of the Company requires to submit to satisfy the criteria
- 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 be registered in India. Copy of PAN, GST Registration should be submitted.
- d) Bidder should have a minimum of 04 years of experience in this type of business.
- e) Bidders are required to submit copies of successfully executed 03 (three) nos. similar type Closed-Circuit Television (CCTV)/ video surveillance system's contracts/orders/certificate from Government Dept.'s/ PSUs/ reputed Private Establishments as proof of experience.
- f) Technical Specifications of Hardware offered.
- g) The bidder should have technically qualified and well-experienced manpower for the implementation of a video conferencing facility.
- h) 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 shall 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.

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- 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 (one) 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 And Jessop Construction Company Limited having its registered office at 27, Rajendra Nath Mukherjee Road, Kolkata 700 001.
- b) The "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) The "ORDER" shall mean a written Purchase Order issued by BBJ.
- d) The "TENDERER/ BIDDER" shall mean the firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

2. **ELIGIBILITY CRITERIA:**

Bidders are required to submit copies of successfully executed **03 (three) nos.** similar type Closed-Circuit television (CCTV)/ video surveillance system's contracts/ orders/ certificate from Government Dept.'s / PSUs / reputed Private Establishments as proof of experience.

2.1 **EARNEST MONEY DEPOSIT**:

Deposit of Earnest Money amounting to ₹5,000/- (Rupees five thousand only) may be made in the form of Pay Order/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of the contract for the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

3. **SCOPE OF WORK/SUPPLY**

The Company intends to install Closed-Circuit Television (CCTV)/ video surveillance system in BBJ's Heavy Plant Yard, Kolkata having the following;

- a) Supply, installation, testing and commissioning of IP CCTV Surveillance System at Heavy Plant Yard (HPY) of BBJ Construction Co. Ltd.
- b) CCTV Surveillance System should have an option for easily configuring cameras (if require to add more cameras in future) on the same network.
- c) CCTV Surveillance System should also be possible to have real-time viewing in HD for all cameras on NVR.
- d) All cameras should have an inbuilt micro SD card as mentioned in the camera specification.
- e) Recording should start on an SD card if Network or server fails. The network failure is registered immediately if the failure is longer than 30 seconds. Once the network connection is restored, gaps in the recording are automatically filled from the Micro SD card installed on each camera, without manual intervention.

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- Storage must be programmed for the disc management system, which will f) automatically reap old recordings to overwrite with the new ones when maximum usage is reached.
- The CCTV surveillance system should support smartphone surveillance for iOs, g) Android, Windows etc.
- h) The CCTV system should support both IP4 and IP6 protocols.
- The CCTV system should support USB and a Network backup system. i)
- j) All network components should be 10/100/1000 Ethernet.
- k) The CCTV Surveillance System installed by the bidder shall be operational round the clock on all days and have at least 60 days of recording storage for all CCTV's.
- I) Upon successful completion of the installation & commissioning of the surveillance system, the same shall be demonstrated for all its capabilities to the relevant user department to make them familiar with the system on mutually agreed dates. The Bidder shall provide hands-on training on the installed equipment along with the training materials on the equipment installed at BBJ - HPY.
- All the products, their warranty certificates and Licenses shall be issued in the m) name of The Braithwaite Burn and Jessop Construction Company Limited.
- The entire CCTV System supplied and installed should be under an onsite warranty n) of two years against all types of defects and deficiencies, from the date of handing over of the system to BBJ. Any defects found in product/sub-product within the warranty period of 2 years shall be rectified/replaced, installed and tested by the vendor free of cost. During this period of warranty, servicing at quarterly intervals or earlier without any additional cost besides attending to service calls in case of break down shall be carried out free-of-cost. This includes the replacement of parts and spare parts and any number of breakdown calls.
- The CCTV system shall consist of outdoor weatherproof day-night cameras. The O) cameras shall have Day/Night operation facility and automatic switching from colour to black & white mode during the night.
- Though already identified, however, Cameras locations will be finalized based on p) site conditions like the line of sight, maximum area coverage & no blind spot/area.
- The system storage should support continuous recording for all cameras at least for q) a period of 60 days with good resolution and higher compression format with video quality High. The system should automatically overwrite the previously recorded video when it exceeds 60 days without any human intervention. The system shall always have recorded video of the last 60 days at any given point in
- r) The cameras should support dual streaming with two simultaneous programmable streams used one for viewing and the other for recording.
- All interfaces within CCTV shall be based on TCP/IP network protocol connectivity s) over the Intranet/LAN/WAN.
- t) The System shall ensure that the video once recorded, can't be altered, ensuring the audit trail is intact for evidential purposes.
- The System shall be designed such that any failure in the system shall not affect u) the normal operation of the entire integrated system, the remaining system components shall continue to operate with full functionality.
- Camera and other peripherals installation poles will be provided by BBJ. All V) accessories and works for mounting camera and other peripherals require to supply and complete by the vendor.
- Please find enclosed the drawing of the campus, where the CCTV surveillance w) system.
- Any other work related to but not specifically mentioned here, required for x) completion of the job as per the intent and scope of work.

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- y)
- The system should provide date wise backup procedure for recorded videos. Minimum components for CCTV Surveillance System may require as below (which z) may be changed as per actual requirement for execution):

SI. No.	Component / Item	Make	Quantity
1	 CCTV IP Bullet Camera with PoE (2 MP or above) with below features: 2MP CMOS Image Sensor or above Smart H.265+ and Smart H.264+ dual-stream encoding or above Support Smart Illumination 1920 × 1080, @25/30 fps or above Installed Micro SD Card 256GB or above for storing 30 days video, in case of network disconnection. The lens should be 2.6mm or above Should have inbuilt auto/sunny/night/outdoor white balance. Accessories of the camera and mounting accessories 	Pelco/ Panasonic/ Honeywell/ Bosch/ Infinova/ Sony/ Axis/ CP Plus/ Hikvision/ Dahua/ Sparsh	12 No's
2	CCTV IP Bullet Camera with PoE (8 MP or above) with below features: • 8MP PS CMOS Image Sensor or above • 3840 × 2160, @15fps, 2688×1520, @25/30fps or above • H.265+, H.264+ Dual-stream encoding or above • Support Smart Illumination • Installed Micro SD Card 256GB or above for storing 30 days video, in case of network disconnection. • The lens should be 2.8mm or above • Should have inbuilt auto/sunny/night/outdoor white balance. • Accessories of the camera and mounting accessories	Pelco/ Panasonic/ Honeywell/ Bosch/ Infinova / Sony/ Axis/ CP Plus/ Hikvision/ Dahua/ Sparsh	4 No's
3	UTP CAT 6 (or above) Cable (305 Mtr. Box)	AMP/ D-link/ Molex/ Finolex	3 Вох
4	NVR 32 Channel with 4 HDMI Ports, 4 x 8TB storage or above. NVR should have a minimum of 8 No's storage feasibility. Storage should be specially designed for surveillance.	CP Plus/ Seagate/ WD	4 No's
5	PoE 8 Port or above switch with accessories	Pelco/ Panasonic/ Honeywell/ Bosch/ Infinova / Sony/ Axis/ CP Plus/ DLink/ Cisco/ HP/ Netgear	4 No's

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20 No's

Complete I/O box for outdoor use with

4. **DELIVERY PERIOD**

accessories.

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The supply/ delivery of all hardware as per the aforementioned "Scope of Work" and "BOQ-1" is to be completed within 30 (thirty) 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.

Reputed make

5. **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 per cent) 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.

6. **SECURITY DEPOSIT**

The successful bidder will be required to furnish the Security Deposit for 10% (ten per cent) 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 subsequent to the submission of the No Claim Certificate and with the approval of BBJ's Competent Authority.

7. **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.

8. **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 per cent) of the order value per week or

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part thereof, subject to a maximum of 5% (five per cent).

9. FIRM PRICE

Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

10. **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 & regulations 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.

Goods and Service Tax (GST) 10.1

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 cancelled.

At present 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 the regular interval as per contract condition and upload 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.

10.2 **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 is applicable to this contract.

11. **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.

TERMINATION OF CONTRACT 12.

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

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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. 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 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 statuary obligations including maintaining all other local rules & regulations/ rules of local Govt. bodies should be abide & complied 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.

13. **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.

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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.

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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.

14. **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.

15. **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 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.