

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

ATC No. ATC/IT-HARDWARE/GS&OE/G-09-2026

Dated: 18-Feb-2026

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.
Phone: (033) 2248 5841-44 Fax: 033-2210 3961
Email: bbjtenders@bbjconst.com; Website: www.bbjconst.com;

ATC No.	ATC/IT-HARDWARE/GS&OE/G-09-2026	Date:	18-Feb-2026
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NOTICE INVITING E-BID

e-Bids 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 of Laptop as per the technical specifications and details are given in "**Scope of Work**"/ "**BOQ**", at our Head office as per details hereunder:

01.	SCOPE OF WORK	Supply of Laptop as per details given in "Scope of Work"/ "BOQ", at our Head office.
02.	COST OF TENDER DOCUMENT	NIL
03.	EARNEST MONEY DEPOSIT	<p>₹5,000/- (Rupees five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd." payable at Kolkata.</p> <p>Tender Documents without EMD shall straightway be rejected.</p> <p>Micro and Small Enterprises (MSEs) units will be waived from submitting EMD subject to submission of declaration of their UDYAM on the portal.</p> <p>For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest.</p> <p>For a successful bidder, the above amount will be converted into Security Deposit and will be retained by BBJ till the end of the Warranty Period, without any interest.</p>
04.	SECURITY DEPOSIT	<p>10% (ten per cent) of Contract Value.</p> <p>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". The total amount of SD shall be deducted from the bill amount during the release of payment.</p>
05.	MODE OF SUBMISSION	<p>Online through Government e-Marketplace system https://gem.gov.in.</p> <p>EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids.</p>

(सौविक भट्टाचार्य / **Souvik Bhattacharya**)
पर्यवेक्षक (सामग्री/खरीद एवं सूचना प्रौद्योगिकी)/ **Supervisor (Material/Purchase & IT)**

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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-Marketplace (GeM) Portal, through logging on to gem.gov.in

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 Centre (NIC) on payment of the 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 GeM portal (<https://gem.gov.in>). 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 are 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) Earnest Money (Bid Security) of **₹5,000/- (Rupees twenty-five thousand only)** in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the contract, without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.

Bank Name: CANARA BANK

Branch: SPCL MID CORPORATE BRANCH

Bank Address: 7, KYD STREET, CHOWRINGHEE, KOLKATA - 700016.

Bank Phone No.: +91-33-22650981

Bank Account No.: 0254261005248

IFS Code: CNRB0005004

MICR Code: 700015075

Bank Account Type: CASH CREDIT

PS: In the case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid.

b) The bidder should have offices in Kolkata (**submit address proof of Kolkata office**) with sufficient experienced & capable manpower dealing in Hardware and software installation, configuration, and support. If a bidder changes address within the period of contract, then the bidder/ vendor should inform the same with proof of the new address.

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- c) The bidder should be Original Equipment Manufacturers (OEM) of Laptop 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.**
- d) The bidder company should be registered in India. **Copy of PAN and GST Registration should be submitted.**
- e) The bidder should have successfully supplied Computer Desktop/ Laptop, installed, configured, and supported Computer Desktop/ Laptop including Operating System and other software to **at least four (4) organizations within last four (4) years. Bidders are required to submit the details strictly in format of "Customer Name", "Subject/Item Supplied", "Order No. & Date", "Contact Person & Contact No." on their letterhead.** Copy of work order/ completion certificate require to submit along with the bid as annexure of these detail format.
- f) Bidders are required to **submit make & model wise configuration details** of Laptop separately with the bid documents.
- g) Bidder should provide a comprehensive **warranty from OEM of all hardware, configuration, and support services as applicable.**
- h) Bidders require to certify on their letterhead that hardware supports both IP4 and IP6 configurations.
- i) Technical Specifications of Hardware offered are required to submit along with technical bid documents as per Annexure (Technical Parameters).
- j) Bidders are required to submit a declaration of not being blacklisted by any organization for the last 5 years on their letterhead.
- k) Signed copy of tender documents as a token of acceptance.
- l) Any Bidder falling under Micro and Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above, the offer shall be processed construing that the bidder is not falling under MSE category.

- 4.0 **No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected, and no additional clause shall be entertained. All rights are reserved upon BBJ in this regard.**
- 5.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.
- 6.0 Any hardware becomes unusable/ not functioning properly, and is required to replace immediately, without any cost.

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7.0 PREFERENCE TO MAKE IN INDIA:

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.

8.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

9.0 COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:

- a) An entity incorporated established or registered in such a country; or
- b) A subsidiary of an entity incorporated established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

10.0 **VALIDITY OF TENDER:** – **90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

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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) "**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 SUPPLY/ WORK**

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

- 2.1 Supply, installation & commissioning of **01 (one) no. Laptop** with related accessories as per technical specification.
- 2.2 Supply & installation of **01 (one) no. MS Windows-11 (Professional)** perpetual license.
- 2.3 Supply & installation of **01 (one) no. MS Office (Latest Version)** perpetual license.
- 2.4 Comprehensive support on all hardware supplied and all software installed.
- 2.5 Installation & commissioning are to be done in presence of the BBJ team, on the specified date informed by BBJ.
- 2.6 Support on Installation & commissioning of aforementioned Hardware supplied and Software installed for the next one year from the date of completion of entire works.

3. **TECHNICAL SPECIFICATIONS**

3.1 One laptop with the configuration below & other software:

- ✓ Make: Dell.
- ✓ Processor: Intel Core Ultra 7 255U (Compatible Chipset as per Processor Make)
- ✓ DDR5 RAM – 32 GB or above installed with minimum 02 DIMM Slots and 01 number of DIMM Slots Populated. RAM should expandability up to 64 GB.
- ✓ 14 to 15 Inch display size, LED technology, Minimum Display Resolution FHD-1920x1080 or above. Minimum HD-720p resolution of Webcam.
- ✓ Storage Drive: 1024 GB NVMe – SSD type
- ✓ Minimum 01 years of warranty.
- ✓ Inbuilt RJ45 Gigabit ethernet port.
- ✓ Minimum 02 No's USB type A 3.0 ports (minimum 01 type C USB 3.0 port) or above.
- ✓ Minimum 01 HDMI port.
- ✓ Wi-Fi 5 (802.11ac) or higher.
- ✓ Bluetooth 5.0 or higher
- ✓ Built-in Stereo Speakers with high-definition audio support, built-in microphone,
- ✓ Keyboard with touchpad
- ✓ Minimum Li-ion battery Capacity -36-Watt Hour with minimum 8-hour battery backup and integrated webcam

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- ✓ Operating System: Windows-11 Professional License
- ✓ Other: Other standard accessories including power adapter, laptop bag, wireless keyboard and mouse etc.
- ✓ Microsoft Office: Microsoft Office (standard Edition), latest version, only perpetual license acceptable.

TECHNICAL SPECIFICATION/ MAKE/ MODEL OF THE OFFERED PRODUCT TO BE MENTIONED IN THE TECHNICAL BID.

4. **TERMS PERTAINING TO SCOPE OF WORK/SUPPLY:**

- a) **Only DELL Laptop is acceptable.**
- b) Assembled / non-branded storage solutions are not acceptable.
- c) After inspecting all hardware by BBJ, the vendor requires to install and configure Windows OS for server & workstation (latest version) and configure the same as per requirement of BBJ, including installation of other software & hardware as ordered / as per requirement. Delivery, installation, and configuration must be made within the time frame from the date of issue of order, in presents of BBJ representative on the specified date informed by BBJ.
- d) All tendered items shall be under one (01) year on-site comprehensive warranty support from the date of installation including free spare parts, kits etc.
- e) The vendor should fulfil the conditions during warranty period as, if the system is down beyond 48 working hours of BBJ, penalty will be charged or recovered from the withheld amount toward warranty or payment due, per day per system at the rate of 0.2% of total purchase order value.
- f) Any item found defective more than three times in three months after installation and during warranty period of 01 year, will be replaced by the vendor at his cost and risk within the next 30 days, from the date of last failure.
- g) Vendors require to support on installation, configuration of all hardware supplied, and software installed for next one year / during warranty period from the date of installation.
- h) The supply should be effected as per specifications furnished and as per delivery schedule. The ordered Server should be delivered and installed to the registered office of The Braithwaite Burn and Jessop Construction Company Limited, 27-R. N. Mukherjee Road, Kolkata - 700001.
- i) Server requires to open and require to show all hardware configuration of the server to the representative of BBJ.
- j) OEM logo should be embossed on server motherboard.

5. **BUYBACK:**

We are looking to initiate the buyback of the following items at BBJ:

1. Old Laptop – 01 no.

Please note that only the rates for the buyback items should be considered within the quoted rates.

6. **DELIVERY PERIOD**

The supply/ delivery of all hardware & software as per the aforementioned **"Scope of Work"** and **"BOQ1"** is to be completed within **15 (fifteen-five) days** from the date of order. Installation and configuration are to be done in the present of the BBJ team, on the specified date informed by BBJ.

7. **SOFTWARE LICENSES:**

The software licenses shall be required in the name of the user institute/ company. The

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licenses shall contain paper licenses and at least one set of media (CD/DVD).

8. **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 the Invoice within 45 (forty-five) days from the date of submission of the bill and certification thereafter. SD equivalent to 10% (ten per cent) of the order value for the Hardware items (i.e. Server/ Workstation Desktop/ Printer etc.) mentioned in "BOQ" 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.

9. **SECURITY DEPOSIT**

The successful bidder will be required to furnish the Security Deposit for **10% (ten per cent)** of the order value for Hardware items (i.e. Server/ Workstation Desktop/ Printer etc.) mentioned in "BOQ". The total amount of SD shall be deducted from the bill amount during the release of payment. In case of no warranty claims regarding the item under warranty, the withheld amount will be returned **on completion of the warranty period of all the items** and after the submission of the No Claim Certificate and with the approval of BBJ's Competent Authority.

10. **GUARANTEE/WARRANTY:**

Hardware items in "BOQ-1" and Scope of Work, shall carry a minimum of **01 (one) year on-site comprehensive warranty from the date of installation & commissioning**. However, if OEM offered warranty period is more than 01 year then the same shall be applicable. Bidders are required to mention the warranty period in Annexure-A (Technical Parameter).

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.

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

12. **FIRM PRICE**

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

13. **TAXES & DUTIES:**

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (including 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 BBJ for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

14. **GOODS AND SERVICE TAX (GST):**

i) The successful bidder shall be liable to pay all applicable taxes including Goods and Service Tax (GST) or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.

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- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful 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.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. 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.

15. **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.

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16. **INDEMNITY:**

The Bidder shall indemnify BBJ against all claims in respect of their contractual obligations and also for their non-compliance of any statutory rules/ obligations/ laws taxes and duties etc.

17. **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.

18. **TERMINATION OF CONTRACT:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule 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. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to affect 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 the all other local rules & regulations/ rules of local Govt. bodies should be abide by & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result 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.

19. **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

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

ATC No. ATC/IT-HARDWARE/GS&OE/G-09-2026

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BBJ shall be final & binding upon both the parties.

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 to 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/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 only.

20. **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

21. **JURISDICTION OF COURT:**

The Courts in Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

22. **IMPORTANT NOTES.**

(A) BBJ reserves the right to:

(i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

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- (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.
