

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-41-2026

Dated: 15 July 2026

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.
Phone: (033) 2248 5841-42 Fax: 033-2210 3961
Email: bbjtenders@bbjconst.com; Website: www.bbjconst.com;

ATC No.	ATC/IT-HARDWARE/GS&OE/G-41-2026	Date:	15 July 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 Original Equipment Manufacturer (OEM), or its authorized dealers/distributors/channel partners 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, Installation, Configuration and Commissioning of One (01) Laptop complete with licensed Microsoft Windows Operating System and Microsoft Office, including software installation, activation and handover, for official use at BBJ's Registered Office.
02.	COST OF TENDER DOCUMENT	NIL
03.	EARNEST MONEY DEPOSIT	₹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. Micro & Small Enterprises (MSE) are exempted from submission of Earnest Money Deposit (EMD), subject to submission of a valid Udyam Registration Certificate on the portal. The exemption shall be applicable only to MSE engaged in manufacturing of goods relevant to the tendered item. Traders/ dealers/ distributors/ channel partners are not eligible for such exemption.
04.	SECURITY DEPOSIT	10% (ten per cent) of Contract Value. 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.
05.	MODE OF SUBMISSION	Online through Government e-Marketplace system https://gem.gov.in .

(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/-** in the form of NEFT/ RTGS/ Demand Draft from any Nationalised or Schedule Bank drawn 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 shall have a **functional office at Kolkata** with adequate infrastructure and sufficient experienced technical personnel for installation, configuration, commissioning, troubleshooting, and maintenance of hardware and software. Documentary evidence in support of the Kolkata office, such as GST Registration Certificate, Trade Licence, Rent/Lease Agreement, Utility Bill, or

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any other valid proof of address, shall be submitted along with the Techno-Commercial Bid.

In the event of any change in the office address during the currency of the Contract, the successful bidder shall intimate BBJ in writing within **07 (seven) days** of such change and furnish documentary proof of the new address.

- c) The bidder shall submit self-attested copies of its **Permanent Account Number (PAN)** and **Goods and Services Tax (GST) Registration Certificate** along with the Techno-Commercial Bid.
- d) The bidder shall submit the **Make, Model, OEM Part Number (if applicable), and detailed technical configuration** of the offered Laptop along with the Techno-Commercial Bid. The offered configuration shall conform to the minimum technical specifications stipulated in **Annexure – Technical Parameters**.
- e) The bidder shall provide a **comprehensive onsite OEM warranty** for all hardware components and OEM-supported software, as applicable, for the period specified in the tender. The warranty shall include free repair/replacement of defective parts and comprehensive technical support during the warranty period.
- f) The bidder shall submit a declaration on its letterhead certifying that the offered Laptop supports **both IPv4 and IPv6 protocols** and is fully compatible with dual-stack network environments.
- g) The bidder shall submit the **complete technical literature, brochures, datasheets, and detailed technical specifications** of the offered Laptop along with the Techno-Commercial Bid, demonstrating compliance with the requirements specified in **Annexure – Technical Parameters**.
- h) The bidder shall submit a declaration on its letterhead, duly signed by the authorized signatory, stating that the bidder has **not been blacklisted, banned, debarred, suspended, or business dealings have not been prohibited** by any Central Government Department, State Government Department, Public Sector Undertaking (PSU), Autonomous Body, Statutory Authority, or Government Agency during the **last five (05) years** preceding the bid submission date.
- i) The bidder shall submit a **signed and stamped copy of the complete Tender Document**, including all Annexures, Addenda/Corrigenda (if any), as a token of unconditional acceptance of all the terms and conditions of the Tender.
- j) 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.

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- 4.0 **No deviation from the Tender conditions shall be accepted. Conditional, incomplete, or non-responsive bids shall be rejected, and no additional conditions or clauses shall be entertained. BBJ reserves the right to accept or reject any bid in accordance with the Tender conditions, and its decision shall be final and binding.**
- 5.0 The successful bidder shall not assign, transfer, sublet, or subcontract, either wholly or partly, any part of the Contract, including supply, installation, commissioning, warranty, or support services, without the prior written approval of BBJ. Any unauthorized subcontracting shall constitute a material breach of the Contract and may result in termination of the Contract, forfeiture of Security Deposit/Performance Security, and other actions as deemed appropriate by BBJ.
- 6.0 In the event that any supplied hardware becomes defective, non-functional, or fails to perform as per the specified technical requirements during the warranty period, the successful bidder shall repair or replace the defective hardware with a new or equivalent unit of the same or higher specifications within the time stipulated in the Contract, without any additional cost to BBJ. During the repair or replacement period, the bidder shall, if required by BBJ, provide a standby unit of equivalent or higher configuration to ensure uninterrupted operations.
- 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.

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- 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.
- 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. ELIGIBILITY CRITERIA

- 2.1 The bidder shall be **M/s Dell Technologies** (Original Equipment Manufacturer - OEM) or an **authorized dealer, authorized distributor, or authorized channel partner** of Dell, duly authorized to quote, supply, install, and provide warranty support for the offered Laptop in India.
- 2.2 The bidder shall submit a **valid Manufacturer's Authorization Form (MAF)/ OEM Authorization Certificate/ Authorization Letter** issued by Dell, specifically authorizing the bidder to participate in this Tender and to provide supply, installation, warranty, and after-sales support for the offered product.
- 2.3 The OEM Authorization shall remain valid as on the last date of submission of bids.
- 2.4 Offers received from bidders other than **Dell Technologies** or its duly authorized dealers/ distributors/ channel partners, or without submission of a valid OEM Authorization, shall be treated as **non-responsive** and shall be rejected without further consideration.

3. SCOPE OF SUPPLY/ WORK

The scope of work under this Tender shall comprise the supply, installation, configuration, testing, commissioning, and comprehensive warranty support of One (01) Laptop complete with licensed Microsoft Windows Operating System and Microsoft Office for official use at BBJ's Registered Office, as detailed below:

- 2.1 Supply, installation, configuration, testing, and commissioning of **One (01) Laptop**, complete with all standard accessories, strictly conforming to the Technical Specifications enclosed at Annexure-A.
- 2.2 Supply, installation, activation, and configuration of **One (01) Microsoft Windows 11 Professional (Perpetual) Licence**, duly licensed by the OEM or its Authorized Distributor.
- 2.3 Supply, installation, activation, and configuration of **One (01) Microsoft Office Home & Business (Latest Available Version) Perpetual Licence**, duly licensed by the OEM or its Authorized Distributor.

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- 2.4 Installation, configuration, testing, and commissioning shall be carried out at BBJ's Registered Office in the presence of BBJ's authorized representative on the date and time communicated by BBJ.
- 2.5 The successful bidder shall provide comprehensive onsite warranty and technical support for the supplied Hardware and Software for a minimum period of One (01) year or as per OEM from the date of successful installation, commissioning, and acceptance by BBJ.
- 2.6 The successful bidder shall ensure that all Hardware and Software supplied are new, genuine, unused, free from manufacturing defects, and supplied with all applicable licences, manuals, drivers, recovery media (where applicable), warranty documents, and other related documentation.
- 2.7 Any Hardware or Software found to be defective or non-functional during the warranty period shall be repaired or replaced by the successful bidder with a new unit of the same or higher specifications, without any additional cost to BBJ, within the response and resolution time specified in the Contract.
- 2.8 The successful bidder shall install all latest OEM drivers, firmware updates, operating system patches, and security updates available as on the date of commissioning. The Laptop shall be delivered in a fully operational condition, ready for immediate use by BBJ.

4. TECHNICAL SPECIFICATIONS

- 3.1 The laptop to be supplied shall be **new, genuine, unused**, and shall meet or exceed the following minimum technical specifications:

Sl. No.	Parameter	Minimum Technical Requirement
1	Make	Only Dell Make Laptop shall be accepted.
2	Processor	Intel® Core™ Ultra 9 Processor, Latest Generation
3	Memory (RAM)	Minimum 32 GB DDR5 RAM, installed in one (01) 32 GB DDR5 memory module, with a minimum of two (02) memory slots, of which one (01) slot shall remain vacant for future upgradation.
4	Graphics	Dedicated NVIDIA Graphics Card with minimum 8 GB GDDR6 VRAM, suitable for 3D engineering drawing and modelling applications
5	Display	Minimum 17-inch Display
6	Storage	Minimum 1 TB PCIe NVMe SSD
7	Network Port	Built-in RJ45 Gigabit Ethernet Port
8	USB Ports	Minimum Two (02) USB 2.0 or higher ports
9	Video Port	Minimum One (01) HDMI Port
10	Wireless Connectivity	Built-in Wi-Fi and Bluetooth
11	Audio	Built-in Microphone and Speakers
12	Operating System	Microsoft Windows 11 Professional (64-bit) OEM Perpetual Licence
13	Office Software	Microsoft Office Home & Business (Latest Available Version) – Perpetual Licence Only
14	Accessories	OEM Power Adapter, Power Cord, Laptop Bag and

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Sl. No.	Parameter	Minimum Technical Requirement
		all standard accessories supplied by the OEM
15	Warranty	Standard OEM Comprehensive Warranty
16	Application Compatibility	Suitable for installation and operation of engineering drawing, drafting, modelling, and other professional design software.

3.2 Additional Requirements

- (a) The Laptop shall be supplied complete with all standard OEM accessories and documentation.
- (b) Microsoft Windows 11 Professional and Microsoft Office Home & Business shall be genuine OEM/perpetual licensed software.
- (c) The bidder shall submit the OEM Technical Datasheet/Brochure demonstrating compliance with the above specifications.
- (d) The bidder shall also furnish the OEM Warranty Certificate and all applicable software licence details at the time of supply.
- (e) The Laptop shall be supplied in ready-to-use condition after installation, configuration, testing, and commissioning at BBJ's Registered Office.

5. TERMS PERTAINING TO SCOPE OF WORK/SUPPLY:

- a) Only **Dell** Make Laptop shall be accepted.
- b) The Laptop and all its internal components, including storage devices, shall be genuine OEM products. Refurbished, reconditioned, assembled, or non-branded components shall not be accepted.
- c) After inspection of the supplied Laptop by BBJ, the successful bidder shall carry out installation, configuration, activation, testing, and commissioning of the Microsoft Windows 11 Professional Operating System, Microsoft Office Home & Business (Perpetual Licence), and all necessary drivers, updates, and utilities. The bidder shall also install and configure any additional software, if specifically ordered by BBJ. Delivery, installation, testing, and commissioning shall be completed within the stipulated delivery period in the presence of BBJ's authorized representative.
- d) The Laptop and all supplied software shall be covered under a **minimum one (01) year comprehensive onsite OEM warranty** from the date of successful installation, commissioning, and acceptance by BBJ. The warranty shall include repair or replacement of defective parts, labour, and all associated services without any additional cost to BBJ.
- e) During the warranty period, if the supplied Laptop remains non-functional for more than **48 (forty-eight) working hours** from the time of reporting the fault, the successful bidder shall restore the system to working condition or provide an equivalent standby Laptop. Failing this, BBJ shall be entitled to recover **Liquidated Damages at the rate of 0.2% of the total Purchase Order value per day**, subject to the maximum limit prescribed in the Contract, from any amount due or payable to the bidder.

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- f) If the supplied Laptop suffers the **same or similar hardware defect more than three (03) times within any continuous period of three (03) months** during the warranty period, the successful bidder shall replace the defective Laptop or the defective component with a new unit of the same or higher specifications within **30 (thirty) days** from the date of reporting the third failure, at no additional cost to BBJ.
- g) The successful bidder shall provide comprehensive technical support for installation, configuration, troubleshooting, and warranty services for all Hardware and Software supplied under the Contract for a period of **one (01) year** from the date of successful installation and commissioning.
- h) The Laptop shall be supplied strictly in accordance with the approved technical specifications and delivery schedule. Delivery, installation, testing, and commissioning shall be carried out at **The Braithwaite Burn and Jessop Construction Company Limited, 27, R. N. Mukherjee Road, Kolkata – 700001.**
- i) The successful bidder shall demonstrate the complete hardware configuration, installed software, licence activation, and functional performance of the Laptop to BBJ's authorized representative at the time of installation and commissioning.
- j) The supplied Laptop shall bear the **OEM's original branding and serial number.** The motherboard and other major hardware components shall be genuine OEM components with identifiable OEM part numbers/serial numbers, wherever applicable.

6. **DELIVERY PERIOD**

Supply, installation, configuration and commissioning of One (01) Laptop complete with licensed Microsoft Windows Operating System and Microsoft Office, including software installation, activation and handover, shall be completed within forty-five (45) days from the date of issue of the Order/GeM Contract.

7. **SOFTWARE LICENCES:**

The successful bidder shall supply **genuine, perpetual, and legally valid software licences** for all software covered under the Contract. The licences shall be registered in the name of **The Braithwaite Burn and Jessop Construction Company Limited (BBJ)** or as otherwise instructed by BBJ.

The successful bidder shall provide the original **Licence Certificate/Product Key**, proof of licence entitlement, activation details, and all relevant documentation issued by the OEM/Authorised Distributor. Installation media, if applicable, shall be provided either in physical form or through an official digital download link as prescribed by the OEM.

The successful bidder shall also ensure successful installation, activation, and verification of all software licences at the time of commissioning.

8. **PAYMENT TERMS**

100% (One Hundred Percent) payment shall be released within 45 (forty-five) days from the date of successful delivery, installation, configuration, testing, commissioning, and acceptance of the laptop along with the licensed Software by BBJ, and upon submission of the original Tax Invoice and all requisite documents, duly certified by the concerned Department(s), whichever is later.

The successful bidder shall submit the following documents along with the Invoice:

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- Original Tax Invoice;
- Delivery Challan;
- Installation, Testing & Commissioning Report duly signed by BBJ's authorized representative;
- OEM Warranty Certificate;
- Software Licence/Activation Details;
- Any other documents required under the Contract.

Payment shall be released after deducting all statutory deductions, taxes, and other recoveries, if any, as applicable under the Contract.

9. **SECURITY DEPOSIT**

The successful bidder shall furnish a Security Deposit (SD) equivalent to **ten percent (10%)** of the Order Value of the Hardware item(s) covered under the BOQ. The Security Deposit shall be recovered by deduction from the amount payable against the supplier's bill(s) at the time of release of payment after adjustment of Earnest Money, if any.

The Security Deposit shall be retained by BBJ as security for the due and faithful performance of the Contract and shall be released only upon successful completion of the warranty period applicable to the supplied Hardware item(s), subject to satisfactory performance, fulfilment of all contractual obligations, submission of a "No Claim Certificate" by the successful bidder, and settlement of all dues, recoveries, and outstanding claims, if any.

Release of the Security Deposit shall be subject to the approval of the Competent Authority of BBJ.

10. **GUARANTEE/WARRANTY:**

The Hardware item(s) covered under the **Scope of Work** shall carry a **minimum comprehensive onsite OEM warranty of one (01) year** from the date of successful installation, commissioning, and acceptance by BBJ. However, where the OEM offers a warranty period exceeding one (01) year, such extended warranty shall be applicable without any additional cost to BBJ. The bidder shall clearly indicate the warranty period offered in **Annexure-A (Technical Parameters)**.

The successful bidder shall provide comprehensive onsite warranty support, including inspection, diagnosis, repair, replacement of defective parts/components, reinstallation, reconfiguration, and restoration of the supplied Hardware and Software during the warranty period, without any additional cost to BBJ.

All warranty services shall, as far as practicable, be carried out **at BBJ's Registered Office**. The supplied Hardware shall **not be removed from BBJ's premises** for repair or replacement without the prior written approval of BBJ. Where off-site repair is unavoidable, the successful bidder shall provide an **equivalent or higher-configuration standby unit** to ensure uninterrupted operations until the original equipment is repaired and reinstalled.

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**

The rates quoted by the successful bidder shall remain firm and fixed throughout the

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(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

ATC No. ATC/IT-HARDWARE/GS&OE/G-41-2026

Dated: 15 July 2026

currency of the Contract from the date of issue of the Order. No escalation, revision, or variation in the accepted rates shall be admissible on any account whatsoever during the Contract Period.

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.
- 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

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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.

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:

The ownership (title) of the supplied goods shall pass to BBJ upon successful delivery, installation, commissioning, inspection, acceptance of the goods by BBJ, and release of payment, whichever is later. However, the risk of loss of or damage to the goods shall remain with the successful bidder until the goods are successfully delivered, installed, commissioned, and accepted by BBJ. Part deliveries shall not be treated as complete delivery unless specifically accepted by BBJ. The Contract shall be deemed to have been fulfilled only upon complete delivery, installation, commissioning, and acceptance of all items covered under the Purchase Order.

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

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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 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

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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.
- (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, or 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.
