

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)

NIT/AMC-COMPUTER/GS&OE/G-14-2024

Date: 05-Feb-2024

27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA-700 001 (WEST BENGAL)
TEL: (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com
Website: www.bbjconst.com

Tender No.	NIT/AMC-COMPUTER/GS&OE/G-14-2024	Date:	05-Feb-2024
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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

Tender under the **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible Kolkata based vendors to carry complete Annual Maintenance of our all Computers, Laptops, Servers, Printers, UPS, Scanner, Networking Switches with patch panel, Routers, Networks and cleaning of the virus at our Registered Office (27 R.N. Mukherjee Road, Kolkata-700 001) and Heavy Plant Yard (P-82 Taratala Road, Garden Reach, Kolkata-700 024) as per details hereunder:

01.	काम का दायरा SCOPE OF WORK	Annual Maintenance of Computers, Laptops, Servers, Printers, UPS, Scanner, Networking Switches with Patch Panel, Routers, Networks and cleaning of Virus at our Registered Office and Heavy Plant Yard.
02.	निविदा की लागत दस्तावेज (नॉन-रिफंडेबल) COST OF TENDER DOCUMENT (NON- REFUNDABLE)	NIL
03.	बयाना राशि जमा EARNEST MONEY DEPOSIT	Nil as per GeM guidelines
04.	प्रस्तुत करने का तरीका MODE OF SUBMISSION	Online through GeM Portal
05.	प्रस्तुत करने का स्थान (हार्डकॉपी के लिए) PLACE OF SUBMISSION (FOR HARDCOPY)	The Braithwaite Burn And Jessop Construction Co. Ltd. 27, R. N. Mukherjee Road, Kolkata – 700 001

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी) / Supervisor (Material/ Purchase & IT)

INSTRUCTION TO THE BIDDERS

1.0 SUBMISSION OF BID

All the pages of the tender document are to be signed with the Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled, both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry legibly. Both the correction and new entry are to be signed and sealed with the Company's seal. In the event of any difference between the figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. 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 company should have an office in Kolkata with adequate manpower for carrying the contract. Address proof of the Kolkata office is required to be submitted along with the bid. If the bidder changes its address within the period of the contract, then the bidder/vendor should inform the same immediately with proof of address.
- b) List of Manpower [Format: Name, Qualification, Contact No., Date of Joining, Total Experience, Working as resident manpower of any Co. (Yes/No)].
- c) The bidder company should be registered in India. Copy of registration required to submit.
- d) Copy of PAN, GST Registration should be submitted.
- e) The bidder company should have provided AMC service during the last 05 (five) years. Self-declaration along with a minimum of 1 copy of the order per year is required to submit to satisfy the criteria.
- f) The bidder company should have provided AMC service to a minimum of two Government agencies / Companies within the last two (02) years. Copy of order required to submit to satisfy the criteria.
- g) Contact details of each order (Customer Name, Subject/Type of contract, From Date, To Date, Contact Person, Contact No.)
- h) Previously worked with BBJ (Yes/No), If yes, submit completion certificate with satisfaction of officials.
- i) Declaration of not blacklisted by any organization since last 5 years.
- j) Signed copy of tender documents as a token of acceptance.
- b) **PRICE-PART -**
Properly filled up BILL OF QUANTITY (BOQ-1) duly sealed and signed to be put in a sealed envelope superscribing "TENDER NOTICE NO." and "PRICE PART".
- c) The above 'Techno-Commercial Part' and 'Price-Part' to be put in a sealed envelope superscribing "TENDER NOTICE NO./SCOPE OF WORK" to be submitted to BBJ.
- 4.0 **Conditional tenders may be rejected, and no additional clause will be entertained.**
- 5.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.
- 6.0 "Goods & Service Tax" registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder 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 product should cover 03 (three) years' onsite 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.

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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 And Jessop Construction Company Limited having its registered office at 27, R. N. 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. DETAILED SCOPE OF WORK

2.1 The bidders are advised to inspect the Computers, Printers & UPS and other computer peripherals presently located at our following offices before submission of the bid:

- (a) **REGISTERED OFFICE:** 27, R.N. Mukherjee Road, Kolkata - 700001 and
- (b) **HEAVY PLANT YARD:** P-82, Taratla Road, Garden Reach, Kolkata - 700024

2.1 List of Computers & Peripherals for the AMC work:

Sl. No.	Name of Equipment	No. of Units	Rate per Unit - (Service with Spares)
1	Computers (Desktop & Laptop): P-IV, Dual Core, Core2Duo, i3, i5 etc. Make – IBM, Lenovo, HP, Dell, Acer etc.	65 Nos.	AMOUNT TO BE QUOTED AS PER THE GEM FORMAT. RATE TO BE QUOTED INCLUDING GST AND CONSIDERING SERVICE WITH SPARES.
2	Printers: (including all-in-one printers), Make – HP, Epson, Xerox etc. Type - LaserJet, Ink Jet, Desk Jet, Office Jet, Ink Tank etc.	65 Nos.	
3	UPS: 500VA, 600VA, 650VA, 700VA, 725VA, 800 VA & 1KV etc. with different make & model	50 Nos.	
4	Unmanaged Switches: Port – 8, 24 etc., Patch panel Make - CISCO, D-Link etc. with patch panel and complete set of I/O Boxes.	11 Nos.	
5	Routers: Make – D-Link, TP-Link, Netgear, Tenda, Huawei etc.	2 Nos.	
6	FortiGate H/W Firewall (80E Series)	1 No.	
9	Networks of all computers and peripherals with all software support as mentioned on the “Scope of Work”	Not applicable	Not Applicable. As Network Cable is not under AMC. Other LAN Cable, other items (i.e., complete I/O box etc.) will be under AMC as per Sl. No. 4.

2.2 To carry out complete Annual Maintenance of our all Computers, Laptops, Servers, Printers, UPS, Scanner, Networking Switches with patch panel, Routers, Networks (as mentioned in SOR) and cleaning of the virus at our Registered Office (27, R.N. Mukherjee Road, Kolkata – 700001) and Heavy Plant Yard (P-82 Taratala Road, Garden Reach, Kolkata - 700024).

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- 2.3 The AMC will cover complete repairing/replacement of spares from respective manufacturers of Computers, Laptops, Server, Printers & Scanner, UPS (excluding battery), Switches with patch panel, Routers, Networks (excluding LAN cable) and replacement of the same and make the computers, laptops, server, printers, UPS, scanners, networking switches with patch panel, routers, networking etc. running in good condition. **Old and used spares are not acceptable as a replacement.** If new spares with the same configuration are not available in the market, the vendor is required to provide a higher suitable configuration of spares, as a replacement for old spares. If new spares with the same/ higher configuration are also not available, special permission should be taken from the department for installation of old spares as a replacement immediately. Whenever the new spares are available, the vendor will replace the old spares with a new one. If old spares are also not available, the service provider is required to submit a declaration on that and BBJ will arrange for replacement of the peripheral/ system with a new/ old one and the same will automatically come under this AMC. In this type of incident, the cost of new/ old spares purchased by BBJ will be deducted from the bill of the AMC vendor.
- 2.4 The AMC will also cover installation and maintenance of different Server operating systems (Windows – all version, Linux etc.), PC operating systems (Windows – XP, 7, 8, 10 etc., Linux etc.) and utility software for Engineering drawing, data processing, projects, accounting, Bengali, Rajbhasa, office etc.
- 2.5 The AMC will also cover antivirus cleaning from all computers, twice a month. At the time of antivirus cleaning, they have to update the database of antivirus on those computers, which are not on LAN and have no Internet connectivity.
- 2.6 The AMC service provider has to ensure smooth functioning of all hardware, software, networking etc. including Hard Disk Drive, in terms of data flow, bad sector management and other parameters.
- 2.7 **The AMC service provider has to take the necessary backup of important data from each computer, laptop and server(s), once every month.** Backup could be taken on a separate drive/ space provided by the company. On any condition, data backup could not be taken on the service provider's storage drive.
- 2.8 In case of any data loss for the cause of Hard Disk Drive (HDD) problem (any type), the AMC service provider will be solely responsible for recovering all the data within 15 (fifteen) days' time period, from the date of the problem on the HDD. The AMC vendor shall do the entire data recovery and related process at their cost. If the service provider is not able to recover data, BBJ will try to recover data from the drive-by deploying 3rd party vendor and the cost of the service will be recovered/ deducted from the bill/ bills of the AMC service provider.
- 2.9 In the period of service, if any HDD is crashed/ corrupted/ tempered etc. the service provider will charge the same or higher version of the new HDD free of cost and also not be able to take the crashed/ corrupted/ tempered HDD with them. The owner of the crashed/ corrupted/ tempered HDD will be BBJ only, as it contains data.
- 2.10 Call just attended but not solved is not acceptable. In an emergency, service calls (as required time-to-time) are required to be attended immediately by a professional. The company reserves the right to deduct 1% (one percent) of the total order value per month, per peripheral, if found any call pending more than 4 working days of the Company.
- 2.11 **The bidder shall provide a stand-by/ back-up support** against the defective device/ system/ computer/ printer/ peripherals, if the computers, laptops, server, printers, UPS's, scanners, switches with patch panel, routers, networking peripherals etc. is not repairable / replaced, within 02 working days of the Company from the reporting time of the fault.
- 2.12 Prompt and efficient service on the part of the agency in respect of the above is highly required. **If any service call is registered within 12:00 Hrs., then the call requires to close within the**

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same day. If the call is registered after 12:00 Hrs., then the call requires to be closed within the next working day by 12:00 Hrs.

- 2.13 Immediately on starting the work as per contract and before submission of each quarter bill, all computers, laptops, servers, printers, scanners, UPS, Switches with patch panel, Routers, Networks configuration are required to check, as per the format provided by BBJ. **A signed report of the same is required to be submitted with the bill. Without this report, no bill will be accepted.** Network configurations are required to monitor time-to-time as per requirement.
- 2.14 The service provider is required to provide and maintain the required drivers and additional peripherals and hardware for maintaining the equipment.
- 2.15 New equipment purchased from time to time, after the expiry of warranty/ guarantee period, will also have to be serviced/ maintained at the same terms and conditions, and the AMC has also to be done at the same terms and conditions for this new equipment. BBJ reserves the right to add/ remove any item from AMC during the contract period.
- 2.16 **The service provider is not able to take faulty equipment's to their workshop by providing only call reports. The service provider has to submit a request letter with details of the previous call log** of the particular computer peripheral and the corresponding department will decide by a discussion with the user, whether the faulty equipment will be allowed to take out of the office for repairing or not. If the company does not agree, the vendor has to repair the faulty equipment at BBJ premises only. **The service provider is required to provide stand by, without fail, before taking the faulty equipment to their workshop.**
- 2.17 The AMC service provider will prepare logbooks for each of the machines to be taken under the AMC and preventive maintenance with virus scanning and virus removal etc. Call report required to provide for each problem attended by the service engineer. Without a call report, the call for the problem will not be close and will be considered as not attended.
- 2.18 The service provider requires to provide Viruses, Spyware, worm, Trojans, Bots, Malware and ransomware free computer environment in the BBJ and help in upgrading the software's/ virus/ Spyware/ Worms/ Trojans/ Bots/ Malware and Ransomware detection mechanism.
- 2.19 **No bill will be processed for payment and the Security Deposit amount will not be returned if the service provider failed to provide service as per order and all equipment under contract, on working condition with satisfactory performance.**
- 2.20 Replacement of UPS battery, printer cartridge/ toner, defective LAN cable etc. is not covered under this AMC. All other parts of the computer & peripherals are under maintenance.
- 2.21 TP-Link router firewall, FortiGate firewall (80E Series) etc. required to manage and monitor in terms of bandwidth management, URL filter etc.
- 2.22 Any problem faced by the AMC vendor for any computer service-related issue, should inform in writing.
- 2.23 Payment will be made within 45 (forty-five) days from the date of submission of the bill along with the report related to configuration details. Bill should be submitted on a quarterly basis on satisfactory rendering of service. No advance payment will be made under any circumstances.
- 2.24 For any reason, if any computers, laptops, servers, printers, scanners, UPS, Switches with patch panel, Routers, Networks and other peripherals become non-operative and not useful in future also, and BBJ does not replace the faulty device, then the device will be automatically out of this AMC contract. The payment for AMC of that computers, laptops, servers, printers, scanners, UPS, Switches with patch panels, Routers, Networks and other peripherals will be deducted from the total payment for AMC for that unserviceable period. If BBJ replaces the faulty device, then the same will automatically come under the AMC.

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- 2.25 The bidder is required to perform web server installation & configuration, Apache web server, MySQL, router port forwarding system and Static IP configuration system on webserver and/or router.
- 2.26 If the vendor is not been able to render service as per our “Terms and conditions with scope of work” mention on the tender document, BBJ will arrange to take the service from other local vendors. The cost incurred for such type of service, which is paid to the local vendor, will be deducted from the bill of the AMC vendor.
3. **CONTRACTUAL PERIOD**
The contractual period shall be for a period of **12 (twelve) months** from the date of Order and your quoted rates shall also be valid for a period of 12 (twelve) months from the date of order.
4. **PAYMENT TERMS**
Payment will be made within 45 (forty-five) days from the date of submission of the clear bill subject to certification by the respective department. Bill should be submitted on a quarterly basis on satisfactorily rendering of service. No advance payment will be made under any circumstances.
5. **SECURITY DEPOSIT**
- 5.1 The successful bidder will be required to furnish the Security Deposit for **10% (ten per cent)** of the order value for items mentioned in “Abstract of Cost/ BOQ” after adjustment of EMD. The total amount of SD shall be deposited within 15 (fifteen) days from the date of issue of Order/ Contract in the form of NEFT/ RTGS/ Demand Draft/ Pay Order/ Banker’s Cheque in favour of “The Braithwaite Burn And Jessop Construction Co. Ltd.”, payable at Kolkata.
- 5.2 In case the successful bidder (agency) fails to submit the requisite SD even after 15 days from the date of issue of Order/Contract or within the extension period approved by the Competent Authority, the same shall be terminated and incident shall be raised on the portal. The failed bidder (agency) shall be debarred from participating in Re-Tender for that work.
- 5.3 This SD shall be initially valid up to the stipulated date of completion plus 60 days. In case the contractual period of work gets extended, the SD shall stand extended time for such extended period of work plus 60 days. SD shall be released after payment of Final Bill and on submission of “No Claim Certificate”.
6. **PENALTY FOR DELAY**
For any delay to comply with the AMC work pending more than 4 working days, BBJ reserves the right to charge a penalty @1% (one percent) of the order value per month, per peripheral.
7. **FIRM PRICE**
Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.
8. **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 the Company in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.
9. **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.

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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 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.

10. **NEW LEVIES/ TAXES**

In case Government imposes any new levy/tax or modifies rate of existing taxes including GST 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.

11. **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

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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 effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder may be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm. The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining all other local rules & regulations/ rules of local Govt. bodies should abide & comply by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result in stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

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

12. **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 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 at Kolkata only and any proceedings arising out of

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this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata only.

13. **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, an 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 by reason 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 by reason 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, the BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by the 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 the BBJ, elect to retain.

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.

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (Material/ Purchase & IT)
