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/D-4805/CUTTING-MC/3143(W2)/G-58-2026 Date: November 10, 2026

27, RAJENDRANATH MUKHERJEE ROAD,
KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: bbjtenders@bbjconst.com

ATC NO.	**ATC/D-4805/CUTTING-MC/3143(W2)/ G-58-2026**	**DATE**	**10 Nov. 2026**

ई-निविदा आमंत्रित करने की सूचना / NOTICE INVITING e-TENDER

e-Tenders under a **two-part bidding system** (i.e., Technical & Price Bid) are invited from Manufacturers/OEM / Authorised Dealer/Distributor who are technically & financially capable for supplying of "Double Fly Tent" as per **"Scope of work"/ "BOQ"** and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01.	**NAME OF THE SUPPLY**	SUPPLY OF **RAIL CUTTING MACHINE & RAIL DRILLING MACHINE** FOR BBJ'S WALTAIR-II PROJECT.
02.	**QUANTITY**	**(A) RAIL CUTTING MACHINE - 02 COMPLETE SETS ALONG WITH 20 NOS. CUTTING DISC.** **(B) RAIL DRILLING MACHINE - 02 COMPLETE SETS**
03.	**COST OF TENDER DOCUMENT (NON-REFUNDABLE)**	NIL
04.	**EARNEST MONEY DEPOSIT (EMD)**	**₹5,000/-** (RUPEES FIVE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ BANK GUARANTEE (AS PER THE APPROVED FORMAT OF BBJ) IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED", PAYABLE AT KOLKATA. TENDER DOCUMENTS WITHOUT EMD SHALL BE REJECTED. MICRO AND SMALL ENTERPRISES (MSES) UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) ON THE PORTAL. THE EXEMPTION SHALL BE APPLICABLE ONLY TO MSES ENGAGED IN MANUFACTURING OF GOODS RELEVANT TO THE TENDERED ITEM. TRADERS/ DEALERS/ DISTRIBUTORS ARE NOT ELIGIBLE FOR SUCH EXEMPTION. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST. FOR THE SUCCESSFUL

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		BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO AN SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL THE SUCCESSFUL COMPLETION OF ORDER PLUS 60 DAYS THEREAFTER, WITHOUT ANY INTEREST.
05.	**MODE OF SUBMISSION**	ONLINE THROUGH GOVERNMENT E-MARKETPLACE PORTAL HTTPS://GEM.GOV.IN. 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.

(सौभिक भट्टाचार्य /Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

SOUVIK BHATTACHARYA
Digitally signed by SOUVIK BHATTACHARYA
Date: 2026.11.10 12:35:00 +05'30'

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निविदाकर्ता को निर्देश/ INSTRUCTION TO TENDERER

1.0 **REGISTRATION OF CONTRACTOR**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, by logging on to https://gem.gov.in

2.0 **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder 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 Guideline to bidder DSC is given as a USB e-Token.

3.0 **SUBMISSION OF BID:**

Bids are to be submitted online through the e-Bidding system of GeM Portal (https://gem.gov.in). **Hardcopy of the uploaded/ submitted bid (technical part) shall have to be submitted to this office physically along with the EMD.**

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.

The Techno Commercial Part should contain the following documents, which are to be submitted/ uploaded with the offer:

(a) Earnest Money Deposit (EMD) of **₹5,000/-** (Rupees 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 Initial Security Deposit and will be retained by BBJ till the completion of the entire order 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
Note:	In the case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded to the Portal and submitted along with the bid.

(b) GST Registration Certificate
(c) Copy of PAN CARD
(d) Documents as per eligibility criteria.
(e) **OEM Declaration:** The intending Bidder, in case of an Original Equipment Manufacturer (OEM), shall submit a self-declaration on its official letterhead, duly signed by its authorized representative, along with the Technical Bid, confirming that the Bidder is the OEM of the product offered against the subject tender.
(f) Signed copy of tender/ ATC documents.
(g) A self-declaration by the Bidder confirming that they have not been blacklisted or debarred by any Government Organization, Public Sector Undertaking (PSU), or Public Sector Enterprise (PSE) during the last five (5) years.
(h) 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.

ii) **PRICE-PART -**
Properly filled up BILL OF QUANTITY to be uploaded in the financial part. **Price bid of only those bidders will be opened, whose Techno-commercial offers are found to be qualified & acceptable to BBJ.**

4.0 **AMENDMENT OF TENDER/ BIDDING DOCUMENT**

(a) At any time prior to the deadline for submission of bids, BBJ may amend the Bidding Document by issuing addendum/ corrigendum.
(b) Any addendum/corrigendum issued shall be part of the Bidding Document shall be uploaded in the portal and BBJ's website.
(c) To give prospective Bidders a reasonable time in which to take an addendum/ corrigendum into account in preparing their bids, BBJ may, at its discretion, extend the deadline for the submission of bids.

5.0 All costs and expenses incidental to the preparation of the tender, discussion, conference,

pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

6.0 **No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights in this regard.**

7.0 The award of the order or rejection of the Bidder's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A Bidder, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

8.0 **CURRENCIES OF BID AND PAYMENT**

The Bidder shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

9.0 All duties, taxes, fees and other levies payable by the bidder under the contract or any other cause shall be included in the quoted price.

10.0 **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.

11.0 **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.

12.0 **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 'Bidder', '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:

1. 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 a 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.

2. In the 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.

3. 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 such association or body of individuals.

4. 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.

5. 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.

6. 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.

13.0 **PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for a period of **ninety (90) days** after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

In exceptional circumstances, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended up to the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

14.0 BBJ administration reserves the right to accept or reject any or all of the tenders and split the scope of supply into more than one agency(ies) without assigning any reason whatsoever. No claim will be entertained on account of this.

15.0 Any information furnished by the bidder subsequently found to be incorrect would render the bidder in-eligible for the present bid and will be debarred from bidding or taking up any work with BBJ in future.

16.0 **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:

a. Work order
b. Letter of Acceptance (LOA)
c. Schedule of Items, Rates & Quantities
d. Special Conditions of the Contract (SCC)
e. Scope of Work (SOW)
f. Relevant Codes & Standards
g. Notice Inviting Tender
h. Instructions to the Bidders (IB)
i. General Conditions of Contract

j. Any other documents forming part of the Contract.

17.0 **JURISDICTION OF COURTS**

The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated below and shall have exclusive jurisdiction over all the disputes/ issues arising under, pursuant to and/ or in connection with the bidding process.
Exclusive Jurisdiction of Court and Seal & Venue of arbitration: Kolkata

18.0 **ADDRESS FOR COMMUNICATION:**

Interested eligible Bidders may obtain further information from the following address:
Chief Manager (Project),
The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprises)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001.
Email: bbjtenders@bbjconst.com

19.0 **IMPORTANT NOTES**

BBJ reserves the right to:

a) In the event of failure on the part of the bidder/ consulting agency contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
b) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
c) Increase/ decrease/ alter the job description/ scope of work with a corresponding change in the value of the contract.
d) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
e) May ask for further qualification during techno commercial scrutiny of bids received.
f) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
g) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
h) 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.
i) 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 an application.
j) The bidder/ agency will stand guarantee for the quality if provided service in all aspects. If the quality of service are found non acceptable, same to rearranged/ reorganized by the consultant / agency / bidder at their own risk & cost. BBJ shall not be liable to pay any amount in this regard.
k) The quoted rate should be inclusive of all taxes and Delivery charges at our Site including Goods & Service Tax.

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

ATC/D-4805/CUTTING-MC/3143(W2)/G-58-2026 Date: November 10, 2026

अनुबंध की विशेष शर्तें / 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) "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Transporter/ 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/ SUPPLIER**" shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
(e) **"SUCCESSFUL BIDDER/ SUPPLIER"** whose tender has been finally accepted by BBJ.

2. **ELIGIBILITY CRITERIA:**

The bidder shall submit copies of Purchase Orders/Work Orders along with the corresponding Tax Invoices issued by any Company/Organization for the supply of Rail Cutting Machines and/or Rail Drilling Machines executed during the last five (05) years reckoned from the date of publication of the bid.

The submitted documents shall clearly establish the description of the item supplied, quantity, order value, date of order and completion/supply, as applicable.

3. **EARNEST MONEY:**

Deposit of Earnest Money amounting to **₹5,000/-** may be made in the form of NEFT/ RTGS/ Demand Draft/ Pay Order drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Initial Security Deposit and will be kept till the completion of the entire Order by the successful bidder plus 60 days. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

4. **SCOPE OF SUPPLY:**

Supply of Rail Cutting Machine & Rail Drilling Machine for BBJ's Waltair-II Project as detailed hereunder:

a) Rail Cutting Machine - 02 Complete Sets along with 20 nos. Cutting disc.
b) Rail Drilling Machine - 02 Complete Sets

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5. **TECHNICAL SPECIFICATION:**

a) Rail Cutting Machine:
- Power Source: Petrol
- Engine: Honda GX200, Petrol Driven
- Engine Power: 6.5 HP / 4.8 kW
- Cutting Disc Size: 14 inches
- Maximum Speed: 3,800 RPM

b) Rail Drilling Machine:
- Power Source: Petrol
- Engine Power: 3 HP
- Motor Power: 1.5 kW
- Drilling Capacity: 35 mm diameter
- Rotation Speed: 500 RPM
- Overall Weight: 65 kg

6. **COMPLETION PERIOD**

Entire supply to be made in phases and to be completed within **30 (thirty) days** from the date of Contract/ Order or as per the direction of BBJ's Site In-Charge. Materials supplied shall be accompanied by MTC.

7. **EXTENSION OF COMPLETION PERIOD:**

If there is a delay for reasons not attributable to the successful bidder, BBJ, upon receipt of a written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) from the bidder will be entertained in such cases of time extension being granted.

8. **SHIP TO / DELIVERY LOCATION**

Total quantity to be delivered in the following location.

The BBJ Construction Co. Ltd.
Railway Br. No. 1496UP & 1496DN
Nellimerla Village
(9 Kms from Vijay Nagaram City)
Waltair Division, East Coast Railway
GSTIN: 37AAACT9760B1ZB

9. **VARIATION IN QUANTITIES:**

Variation will be within +/- 25% of the ordered quantity.

10. **PAYMENT TERMS:**

100% (one hundred percent) payment shall be made within 45 (forty-five) days from the date of acceptance of the goods, submission of Bill certification thereof by the concerned official, whichever is later.

11. **RATE**

The bidder must submit their offer strictly as per the Bill of Quantities. **The bidder must quote the Basic Rate including GSTand delivery charges at the site for**

the items mentioned in BOQ. The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

Notes:
The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

12. **SECURITY DEPOSIT:**
Security Deposit (SD) shall be **Rs. 5,000.00** (Rupees thousand only). EMD deposited by the successful bidder along with the tender will be retained by the BBJ as Security Deposit. MSE bidders who were exempted from submission of EMD, shall have to submit Initial Security Deposit for the amount equivalent to EMD within 15 (fifteen) days from the date of issue of Order/ Contract.

SD shall be returned to the successful bidder after completion of the entire Order and plus 60 days thereafter.

13. **LIQUIDATED DAMAGE:**
If the successful bidder fails to supply the quantity within the stipulated delivery period, as mentioned in the order, 0.5% (zero-point five percent) of the order value will be deducted from the bill/invoice for per week of delay or part thereof, subject to a maximum of 5% (five percent) of the total order value.

14. **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.

15. **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 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.

16. **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.

17. **INDEMNITY:**

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

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

22. **IMPORTANT NOTES;**

BBJ reserves the right to:

l) In the event of failure on the part of the bidder/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.

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

n) Increase/ decrease/ alter the job description/ scope of work with a corresponding change in the value of the contract.

o) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.

p) May ask for further qualification during techno commercial scrutiny of bids received.

q) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.

r) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.

s) 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.

t) 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 an application.

u) The supplier will stand a guarantee for the quality supplied item. If the supplied quantity is found defective, the defective quantity is to be replaced by the supplier at their risk and cost.

a. The quoted rate should be inclusive of all taxes and Delivery charges at our Site including Goods & Service Tax.

(सौभिक भट्टाचार्य /Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

ATC/D-4805/CUTTING-MC/3143(W2)/G-58-2026 Date: November 10, 2026

Annexure-A

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____
(Write Name and Designation of Officer of BBJ inviting the Tender)
The Braithwait Burn And Jessop Construction Co. Ltd.
(A Government of India Enterprise)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700001

Dear Sir,

Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref: 1) NIT/Tender Enquiry No. & Date: ……
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by The Braithwaite Burn And Jessop Construction Co. Ltd.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BBJ shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of The Braithwaite Burn And Jessop Construction Co. Ltd.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)
Date: