

Bridge and Roof Co. (India) Limited

(A Government of India Enterprise)
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NOTICE INVITING TENDER (NIT) No.

MAT(P) / ERE / 71142 / BPCL – BARGARH / GALVALUME SHEET / 01 DATED: 28.10.2024

“Online” Bid(S) / Offer(s) in Two - Part System are Invited by Bridge and Roof Co. (India) Limited Through GeM Portal for SUPPLY AND DELIVERY OF GALVALUME SHEET AND RIDGE FOR OUR BPCL / 2G BIO – ETHANOL REFINERY PROJECT, BARGARH, ODISHA.

In case bidder(s) are interested for the above work, please submit lowest competitive tender completed in all respect, strictly in the manner described in the clauses titled “**Instruction To Tenderer**” and “**Submission of Tender**” of ANNEXURE-B, based on the same Terms and Conditions, Specifications, Procedures etc. as stipulated and defined in this NIT and in the various Annexures and Sections of the TD without taking any deviations.

Notwithstanding anything contained in the NIT and TD, we reserve the absolute right to –

Reject or accept or cancel any or all Tenders received against this NIT, (ii) Cancel the NIT and (iv) Issue a fresh Tenders at our sole discretion without assigning any reasons whatsoever thereof and our decision in this regard shall be final and binding upon supplier and no correspondences/ communications in this regard shall be entertained by us (BANDR).

A.0	TENDER DOCUMENT(TD) :-	
1.	Bidder's Information Sheet :	ANNEXURE - I
2.	Techno-Commercial Questionnaire Sheet :	ANNEXURE - II
3.	Client's Approved Vendor:	ANNEXURE – A
4.	Qualifying Criteria :	ANNEXURE – B
5.	General Guidance / Instructions to Tenderer :	ANNEXURE – B
6.	Terms and Conditions :	ANNEXURE – B
7.	Format for Security-cum-Performance Bank Guarantee (SPBG)	ANNEXURE – C
8.	Format for Bank Guarantee in lieu of Earnest Money Deposit (EMD)	NOT APPLICABLE
9.	Format for Affidavit Cum Declaration	ANNEXURE – E
10.	Format for Input Tax Credit	ANNEXURE – F
11.	Format for DMI & SP	ANNEXURE – G
12.	Specifications and Schedule of Quantities and Rates (SOQR) :	'B.O.Q'

Bid documents are to be submitted through GeM (Govt. e-market Place) Portal (<https://gem.gov.in>) within the prescribed date & time mentioned in portal. Indian Vendors having valid registration with GeM may participate in Tender as per instructions, guidelines framed herein and in compliance of the Terms & Conditions & Technical Specifications / Drawings / Documents etc. mentioned/enclosed elsewhere of NIT.

Incomplete form or non-submission of documents to verify details may result into rejection of offer. Tenderer are also advised to regularly go through GeM portal website. All corrigendum / amendments etc., if any, will be notified on this portal only.

This Notice Inviting Tender (NIT) along with all Annexure (s) as ATC shall supersede the General Terms and condition of GeM portal. In case of any ambiguity between ATC and General Terms & condition (GCC) of GEM, ATC specified in NIT shall prevail.

SCHEDULE OF TENDER

1.	Description of Item(s) :	SUPPLY AND DELIVERY OF GALVALUME SHEET AND RIDGE FOR OUR BPCL / 2G BIO – ETHANOL REFINERY PROJECT, BARGARH, ODISHA.
2.	Quantity (Approx) :	Mentioned in Schedule of Quantities & Rates (SOQR), Part – II of this Tender.
3.	Tender Type :	Open Tender
4.	Tender Category :	GOODS
5.	Tender Classification :	SUPPLY AND DELIVERY AT PROJECT SITE.
6.	Mode of submission of Bids :	Online through GeM (Govt. e-Market Place) Portal: https://gem.gov.in only
7.	Tender Cost :	NIL.
8.	EMD (Earnest Money Deposit) :	NIL.
9.	Validity of Offer :	180 days from the date of opening of tender.
10.	Consignee's Address :	THE ENGINEER IN CHARGE, BRIDGE AND ROOF CO. INDIA LTD C/O INDIAN OIL ADANI VENTURES LIMITED CRUDE OIL IMPORT TERMINAL, NRL PROJECT, NEAR PARADIP PORT, PARADIP, DIST - JAGATSINGHPUR, ODISHA – 754142

For BRIDGE AND ROOF CO. (INDIA) LTD.
(M TEWARI)
DY. GENERAL MANAGER (COMMERCIAL) -II

BIDDER'S INFORMATION SHEET

[Tenderer's are required to print this on their Company's Letter head and sign, stamp before uploading in Part – I]

1.	NAME OF THE COMPANY / FIRM	:	
2.	COMMUNICATION ADDRESS	:	
a.	TELEPHONE NO.	:	
b.	FAX NO.	:	
c.	E-MAIL ID.	:	
d.	CONTACT PERSON WITH MOBILE NO. & EMAIL -ID ETC. :	:	
3.	CONSTITUTIONAL STATUS [I. E. PRIVATE LIMITED / PUBLIC SECTOR / SOLE PROPRIETOR / PARTNERSHIP FIRM]	:	
4.	IF YOU ARE A DGS&D / NSIC / SSIC / MSME REGISTERED PARTY, IF YES, THEN PLEASE SUBMIT <u>NOTARIZED COPY OF THE VALID REGISTRATION CERTIFICATE.</u>	:	i) REGISTERED WITH – ii) REGISTRATION CERTIFICATE / DOC. REF. NO. & DATE – iii) VALIDITY UPTO - iv) UAM No. -
5.	PLEASE SUBMIT <u>NOTARIZED COPY OF THE AFFIDAVIT CUM DECLARATION AS PER 'ANNEXURE - F'</u> [FOR DGS&D / NSIC /MSME REGISTERED PARTIES ONLY]	:	SUBMITTED / NOT SUBMITTED WHEATHER NOTORIZED : YES / NO (Please strike out which is not applicable)
6.	<u>'TENDER FEE' AND 'EMD' :</u>	:	SUBMITTED / NOT SUBMITTED
7.	PLEASE MENTION PLACE OF 'MANUFACTURING' AND 'DESPATCH'.	:	
8.	PLEASE PROVIDE THE FOLLOWING INFORMATION :-	:	
	HSN CODE OF THE MATERIAL -	:	
	CO'S GSTIN / PROVISIONAL ID -	:	
	CO'S PAN NO. -	:	
	CO'S CIN NO. -	:	

TECHNO-COMMERCIAL QUESTIONNAIRE SHEET

THIS SHEET IS TO BE FILLED BY BIDDER AND SUBMITTED ALONGWITH THE TECHNO-COMMERCIAL OFFER, OTHERWISE THE OFFER WILL BE TREATED AS 'INCOMPLETE': -

SL. NO.	CHECK LIST POINTS	BIDDER'S CONFIRMATION & ACCEPTANCE
1.	CONFIRM THAT YOU HAVE UPLOADED YOUR OFFER ONLINE IN 'TWO PART BID SYSTEM' AS PER CL. NO. 3.00 OF 'ANNEXURE - B' OF NIT.	
2.	CONFIRM THAT YOU HAVE SUBMITTED NOTORIZED DECLARATION AND MSME 'DOCUMENTS'.	
3.	CONFIRM THAT ONE SET OF COMPLETE TENDER DOCUMENT DULY STAMPED AND SIGNED HAS BEEN UPLOADED ALONGWITH THE TECHNO-COMMERCIAL OFFER (PART-I) I) AS A TOKEN OF YOUR ACCEPTANCE.	
4.	CONFIRM ACCEPTANCE OF ALL TECHNICAL SPECIFICATIONS, STANDARDS, DOCUMENTS & SCOPE OF SUPPLY AS PER TENDER ENQUIRY.	
5.	PLEASE CONFIRM THAT YOU HAVE NOT TAKEN ANY DEVIATION IN TENDER TERMS & CONDITIONS.	
6.	CONFIRM YOUR ACCEPTANCE ON THE FOLLOWING CLAUSES. [ANY DEVIATION MAY LEAD TO REJECTION OF THE OFFER]	
	a) SECURITY-CUM- PERFORMANCE GUARANTEE (ANNEXURE - B)	
	b) LIQUIDATED DAMAGE (ANNEXURE - B)	
	c) GUARANTEE/DEFECT LIABILITY PERIOD (ANNEXURE -B)	
	d) TERMS OF PAYMENT (ANNEXURE - B)	
	e) INSPECTION & TEST (ANNEXURE - B)	
	f) DELIVERY SCHEDULE (ANNEXURE - B)	
7.	CONFIRM THAT YOU HAVE QUOTED/SPECIFIED PRICE / RATE AGAINST EACH OF THE FOLLOWING COMPONENTS, AS MENTIONED IN SOQR :	
a)	'PACKING & FORWARDING' CHARGE (EXCLUDING GST)	INCLUDED
b)	'FREIGHT CHARGE' FOR DOOR DELIVERY (EXCLUDING GST)	INCLUDED
c)	'TRANSIT INSURANCE' CHARGE (EXCLUDING GST)	INCLUDED
e)	'GOODS AND SERVICE TAX [GST]'	INCLUDED
8.	PLEASE NOTE THAT YOU HAVE TO SPECIFY FIRM PRICE AGAINST THE ABOVE COMPONENTS IN BOQ/PRICE PART. BLANK FIELD(S) IN UPLOADED 'BOQ SHEET 'WILL INDICATE THAT THE SAME IS/ARE EITHER 'NOT APPLICABLE' OR 'INCLUDED' IN QUOTED PRICE OR TO BIDDER'S ACCOUNT.	
9.	CONFIRM THAT YOUR QUOTED PRICES ARE FIRM TILL COMPLETION OF CONTRACT.	
10.	CONFIRM THAT YOU HAVE SUBMITTED COPY OF 'GST REGISTRATION' CERTIFICATE.	
11.	PLEASE MENTION PLACE OF 'MANUFACTURING' AND 'DESPATCH'.	
12.	PLEASE NOTE THAT OFFER WITH DEVIATION IN TENDER TERMS & CONDITIONS /TECHNICAL SPECIFICATION MAY BE LIABLE FOR REJECTION.	

(SIGNATURE OF BIDDER WITH STAMP)

ANNEXURE - A
NAME OF CLIENT APPROVED VENDOR

Name of Vendor for participating in the tender for "**SUPPLY AND DELIVERY OF GALVALUME SHEET AND RIDGE FOR OUR BPCL / 2G BIO – ETHANOL REFINERY PROJECT, BARGARH, ODISHA.**

A. NAME OF MANUFACTURER'S FOR PARTICIPATION IN TENDER.

- (1) M/s. CRIL.
- (2) M/s. BHP Steel.
- (3) M/s. Interarch.
- (4) M/s. Metacolour.
- (5) M/s. TATA Bluescope.
- (6) M/s. Jindal India NU Colour.

TRADER (s)/DISTRIBUTOR(s)/STOCKIST(s) OF THE ABOVE MENTIONED MANUFACTURER (S) SHALL BE ACCEPTED SUBJECT TO MATERIALS SHALL BE SUPPLY ANY ONE OF THE APPROVED MANUFACTURER SPECIFIED ABOVE (SL NO 1 TO 6).

A PART FROM THE ABOVE MENTIONED MANUFACTURER(S), NO OTHER MANUFACTURER(S) OR THEIR TRADER(S) / STOCKIST(S) / DISTRIBUTOR(S) SHALL BE CONSIDERED.

QUALIFYING CRITERIA FOR TRADER (s) / DISTRIBUTOR(s) / STOCKIST(s) OF THE ABOVE MENTIONED MANUFACTURER(S)

1. Qualifying Criteria for participation in Tender is as follows:-
 - a) Notarized Copy of previous orders for supply of **Colour Coated Sheets** along with relevant delivery notes / delivery challans executed in India during last **02 (two) calendar years**. Cut-off date shall be reckoned from the date of publishing of NIT. Total cumulative value of these orders shall not be less than **Rs. 15.00 Lakh** in totality.
 - b) Authorization Letter of respective Manufacturer(s) has to be submitted by Trader(s) / Distributor(s) / Stockist(s) with their Bid.
 - c) Copy of Balance Sheet for last 03 (Three) years [2020-21, 2021-2022 & 2022-23].
 - d) The bidder must have PAN issued by Income Tax Department of India and a copy of the same has to be submitted
 - e) Photo Copy of GST Registration Certificate alongwith Copy of Latest Filed Monthly / Quarterly GSTR-3B Return as GST Clearance Certificate.
 - f) Photo Copy of Current Income Tax Deposition Document.
 - g) Constitutional Status i.e. to specify whether Proprietary or Partnership Firm etc. with Documentary Evidence.

B. PURCHASE PREFERENCE TO MAKE IN INDIA (MII) :-

In line with Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 & 18.05.2023 and subsequent orders issued by the respective Nodal Ministry, Govt. of India by way of providing purchase preference, BandR has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Local Supplier" for the items / services covered in the tender subject to the following terms & conditions :

BandR reserves right to consider Local supplier (i.e whose offered product or service meets the minimum local content of tender) in case, emerged L1 bidder is Non Local supplier & quoted prices of Local suppliers are in the bracket of L1 + 20% and if they agree to match with L1 prices as per the "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP".

1. DEFINITIONS:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement,

has local content equal to or more than 50%, as defined under said Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation

'Margin of purchase preference' means the maximum extent to which the price quoted by a "(Class-I local) supplier" may be above the L 1 price for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey works '.

2. ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER' / 'CLASS-II LOCAL SUPPLIER' / 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only **'Class-I local supplier'**, as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. PURCHASE PREFERENCE :

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to **'Class-I local supplier'** in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 2(b) above and **which are divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price, In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

(c) In the procurements of goods or works, which are covered by para 2(b) above and **which are not divisible in nature**, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will

- be awarded to L 1.
- ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. APPLICABILITY IN TENDERS WHERE CONTRACT IS TO BE AWARDED TO MULTIPLE BIDDERS :

In tenders where contract is awarded to multiple bidders subject to matching L1 rates or otherwise, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as "Non-local supplier" as per following procedure:

- (a) In case there is sufficient local capacity and competition for the item to be procured as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'.
- (b) In other cases, 'Class-I local suppliers' and 'Non local suppliers' may also participate in the bidding process along with "Class-I local suppliers" as per provisions of this Order.
- (c) If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local suppliers' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (d) First purchase preference has to be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', failing within 20% margin of purchase preference, and so on.
- (e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in Sub-paras above.

1. EXEMPTION OF SMALL PURCHASES:

Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

2. MARGIN OF PURCHASE PREFERENCE:

The margin of purchase preference shall be **20%**

3. VERIFICATION OF LOCAL CONTENT:

- a) The 'Class-I local suppliers' / 'Class-II local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local suppliers' / 'Class-II local suppliers'.

In this connection, such bidders shall furnish following undertaking from the manufacturer(s) on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract :

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC)

requirement i.e. _____ (to be filled as notified in tender as well as the said policy) for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. _____."

- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local suppliers' / 'Class-II local suppliers' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In this connection, such bidders shall furnish following undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in tender as well as the said policy) quoted vide offer No. _____ dated _____ against the tender No. _____ by M/s _____ (Name of the bidder)."

- c) Local Suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that there is difference in price received & declaration made and local content is now not meeting the specified tender requirement (i.e. only on the quoted price without any loading) then such case is to be processed without any purchase preference as Non-Local Supplier

4. IN CASE OF PARTICIPATION OF MSE AND LOCAL SUPPLIER AGAINST A SAME TENDER,

In case of participation of MSE and Local Supplier against a same tender, office memorandum dated 18.05.2023 shall be applicable Bidders are not to be allowed to change their status from MSE to Local supplier & visa versa.

5. IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as per OM dated 23.07.2020 issued by Ministry of Finance), relevant declaration format is enclosed as Annexure -1.

ANNEXURE - 1

COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA

(Submitted on Bidder's Letter Head)

- a. The bidder, (Name of the bidder) is not from a country which shares a land border with India;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.

- b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

- c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or,

if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

(or)

Any Bidder (including an Indian Bidder) who has a specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including Turnkey Projects) only if the bidder is registered with the Competent Authority, **specified in Annexure-2 which is mentioned here:**

ANNEXURE-2

FOR LAND SHARE BORDER

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

- (i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
- (ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

Stamp :

1.00 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS AND INTERPRETATIONS

In the document, as hereinafter defined, the following words and expressions shall have the meaning as under :

- 1.1.1 The **`purchaser`** shall mean Bridge & Roof Co. (India) Ltd.(BANDR) having its registered office at Kankaria Centre, 5th floor, 2/1, Russel Street, Kolkata-700071.
- 1.1.2 The **`Tender/ Offer`** shall mean the proposal submitted by the tenderer / Bidder in response to Purchaser's Notice of Invitation to this Tender (NIT).
- 1.1.3 The **“Chairman-Cum-Managing Director”** shall mean the Chairman-Cum-Managing Director, Bridge and Roof Co. (India) Ltd.
- 1.1.4 The **“Supplier/Vendor”** shall mean the person(s), firm or company (hereinafter called “tenderer”) whose tender has been accepted by the purchaser and includes their legal representatives, successors and permitted assignees.
- 1.1.5 The **"Project Manager/Resident Manager / Engineer-In-Charge"** shall mean the person(s) as nominated from time to time by the Purchaser to act for and on behalf of the Purchaser at the project site.
- 1.1.6 The **`Supply`** shall mean and include all material inputs and work to be executed in accordance with the order or part thereof as the case may be and shall include all extras, addition, altered or substituted works as required for the purpose of the supply order.
- 1.1.7 **“Specification”** shall mean all directions, various technical specification, provisions and requirements attached to this document/order, which pertain to the method and manner of performing the supply to the quantities and qualities thereof as may be amplified or modified by the purchaser during the performance of the order it shall also include the latest edition including all agenda/corrigenda of relevant standard specifications and other relevant codes. In case any dispute, the decision of the `purchaser` will be final & binding upon the suppliers.
- 1.1.8 **"Consultant"** shall mean any consultant nominated by the purchaser or by the Purchaser's Client, i.e. **M/s. TCE**
- 1.1.9 **'Purchaser's Client / Owner'** mean client of Purchaser, i.e. M/s Bharat Petroleum Corporation Limited (BPCL) client / **M/s. BPCL, Bargarh, Odisha.**
- 1.1.10 **“Project site”** shall mean the site of work for BPCL / 2G BIO – Ethanol Refinery Project, Bargarh, Odisha.
- 1.1.11 The **“Period of liability”** in relation to the order means the specified period from the date of issue of completion certificate by BANDR.
- 1.1.12 The **“Appointing Authority”** for the purpose of arbitration shall be the Chairman-Cum-Managing Director or any other persons as designated by him.
- 1.1.13 The **`Alteration/Variation/Amended Order`** means an order given in writing by the purchaser to effect additions/alterations to or deletions from the scope of work.
- 1.1.14 **“Letter of Intent(LOI)”** shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained therein and shall be issued by the Chairman-Cum-Managing Director or his authorized representative.
- 1.1.15 **"Purchase Order(P.O.)"** shall mean a written purchase order issued by the Chairman-Cum-Managing Director or his authorized representative, awarding the work wholly or partly to the successful tenderer(s) for execution as per mutually agreed terms & conditions.
- 1.1.16 **"TPIA"** shall mean Third Party Inspection Agency

2.00 **INSTRUCTION TO TENDERER**

"Submission of Tender & General Instruction" shall be read in conjunction with the General Commercial Terms and Conditions, specifications and any other documents forming part of this Tender Document wherever the context so requires.

Notwithstanding the sub-division of the documents into the separate sections, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with the document so far as it may be practicable to do so. Wherever it is mentioned in the specifications that the supplier shall perform certain work or provide certain facilities, it is understood that the supplier shall do so at their cost.

3.00 **SUBMISSION OF TENDER**

3.1 Tenderer willing to take part in the process of online e-tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://gem.gov.in/>. Tenderer is to click on the link of online tender as given on the web portal.

Tender shall be submitted online only at GeM website: <https://mkp.gem.gov.in>. **Manual submission of Tender shall not be accepted.** Tenderer are advised to follow the instructions provided in the document for the e-submission of tender online through the GeM Portal for e-Procurement before proceeding with the submission.

Tenderer shall be required to upload/ submit their offer followed by various steps as per instruction given in GeM Portal.

Tenderer shall be required to upload/ submit their offer / bid in 2(two) separate Parts : (a) Techno-commercial Bid (Part – I) & (b) Price Part (Part - II).

Bid shall be not modified or withdrawn after the due date of bid submission. Withdrawal / backout / impairing /undue modification of bid within it's validity period, shall results in rejection of offer and may also lead to holiday/black listing, as shall be deemed fit and forfeit the EMD (If any)

Techno-commercial Bid & Price Part have to be uploaded/ submitted followed by various steps as per instruction given in GeM Portal.

Bid / Offer submitted along with all requisite documents will be evaluated by the Technical Committee of BANDR at its sole discretion and Techno-commercially recommended bidders will be intimated only for the opening of price part at specified date and time which will be intimated through GeM portal.

Tenderer are requested to submit their bid / offer through GeM to the Tender inviting Authority (TIA) [**General Manager (Commercial)**] well before the submission end dated and time (as per server system clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of offer online by tenderer(s) at the eleventh hour.

3.2 **Part – I : Technical and Commercial Unpriced Part shall comprises of following documents to be uploaded in GeM Portal :**

3.3 **PART – I TECHNICAL AND COMMERCIAL UNPRICED PART**

1. One set of the Tender Documents duly signed & stamped on each page.
2. Covering letter in the co's letter head.
3. Power of Attorney/Authorization in favour of person signing the Bid.
4. Techno-commercial Questionnaire Sheet & Bidder's Information sheet duly filled, stamped & signed.
5. Process Compliance & Affidavit Cum Declaration duly executed in prescribed format.
6. Documents as per 'Bidder Qualification Criteria' clause of NIT.
7. Non Compliance / Deviation list, if any.
8. Catalogue / Technical Leaflet etc.
9. Unpriced copy of Price Bid / SOQR duly mentioning as '**quoted**' against each component (Part – II).

Incomplete documentation may be liable for rejection of the bid.

Part – I : to be submitted in Original at our Kolkata Office ; Address to “General Manager (COMMERCIAL), Bridge & Roof Co.(India) Ltd., “Kankaria Centre” 5th Floor, 2 /1 - Russel Street, Kolkata - 700 071” within 02 (Two) days after last Date of submission of bid:

Priced Bid :

Bidder shall quote their price as per BOQ in GeM portal and Quoted price shall be inclusive of Basic / Ex-works / Ex - Godown Prices, Taxes & Duties (GST), Packing & Forwarding, Freight, Transit Insurance, Octroi / Entry tax etc. as per SOQR.

Bidder shall quote in 'BOQ' and the same should be uploaded strictly as per the format available in GeM with the tender failing which the offer may liable for rejection (renaming or changing format of BOQ sheet will not be accepted by system).

Quoted price shall be considered “F.O.R. BANDR's Project Site Basis”.

No Hard Copy of Quoted Price Bid shall be submitted alongwith the Offer. Price shall be Quoted on specified place on GeM Portal only.

4 **DUE DATE OF SUBMISSION:-LAST DATE OF BID SUBMISSION IN GEM : As per GeM Portal Condition**

The Techno-commercial Part of bid (mentioned in SI No.3.3 in sealed cover shall also be submitted within the **due date of Bid submission**)

5 **PURCHASER'S RIGHT TO REJECT TENDER:-**

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 Purchaser. The Purchaser reserves the right to accept or reject any or all tender(s) whether lowest or otherwise, without assigning any reason 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 to the Purchaser. The Purchaser also reserves the absolute right to split up and award the order between two or more Tenderers distributing the total requirement as defined in the tender if any.

Acceptance of vendor/supplier and their product shall be subject to acceptance by Purchaser's client and/or consultant. Accordingly Tenderer(s) whose offer is not acceptable to purchaser's client/consultant cannot be considered and shall be rejected by the Purchaser and no correspondences and claim etc. from Tenderer in pursuant to the tender shall be entertained by the purchaser under any circumstances whatsoever.

The bidder is liable to be disqualified, even though they meet the qualifying criteria if they Made misleading or false representations, statements and attachments submitted in proff of the qualification requirements and /or deliberately gives wrong information /submit fake, false, fabricated, forged documents.

Record of poor performance with **BandR** 's previous contract such as abandoning the works, not properly completing the supply as well as execute order, inordinate delays in completion of supply, litigation history with **BandR /TCE / BPCL**, or financial failures, a record of court cases with **BANDR** against earlier tender/ contracts etc.

The bidder must provide any further details required for the review upon request from request from BandR, failure to comply with any request by BandR for such information shall result in rejection of their offer.

In any of above, BandR reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the earnest money due.

VALIDITY OF OFFER :

6 The Tender submitted against this enquiry/tender document shall remain valid for acceptance for a period of **180 days** from the due date of receipt of tender.

The Tenderer/Vendor shall not be entitled before the said **180 days** without **BANDR's** consent in writing to revoke or cancel his tender given or any terms thereof.

7 (a) **SECURITY-CUM-PERFORMANCE BANK GUARANTEE (SPBG)**

NIL.

7 (b)

RETENTION MONEY:

Retention money shall be recovered @ **5 (Five) %** from each RA bill including final bill subject to maximum retention 5.0% of contract value. Retention amount shall be returned to the supplier after 06 (Six) months of successful completion / execution of supply without any interest.

LIQUIDATED DAMAGE(LD) :

- 8 If you fail to deliver the materials within the time schedule mutually agreed upon as specified in the order, then BANDR. at their sole discretion:
Shall recover from supplier an amount as **Liquidated Damage @ 0.5% per week** of delay subject to **maximum 5%** of the total value of undelivered portion except GST.

AND/OR

Shall at the risk and cost of supplier and without prejudice to exercising BANDR's other right as per terms of order, terminate the order wholly or partly as the case may be and get it completed by themselves or reassign to other supplier(s) to complete.

9 **Earnest Money Deposit (EMD) –**

NIL

10. **FIRM PRICE**

Total price shall remain firm till the completion of supply at BANDR's Crude Oil Import Terminal (COIT) project of Numaligarh Refinery Limited (NRL) at Paradip. India basis & shall not attract any escalation due to any reasons whatsoever.

RATES / PRICES SHALL BE QUOTED IN INDIAN RUPEE (INR).

11. **TAXES & DUTIES****Goods & Service Tax(GST):-**

The Tenderer / Bidder shall quote the prices confirming clearly the following components, to be paid extra.

The Tendered / Bidder must have registration with the GST Authority. The GST as legally leviable & payable by the bidder under the provision of applicable law / act shall be paid by BANDR as per bidder's bill. 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 Rule, 2017 to get input tax credit by BANDR. If the Input Tax Credit is disallowed by authority due to any reason attributable to bidder, the same shall be recovered from Bidder's bill. The bidder shall also have to submit the relevant documents w.r.t. GST Registration and mentioning HSN / SAC Code to be applicable on the Items / materials, alongwith the Techno-commercial part of offer.

Road Permit / e-Way Bill (if required), shall be arranged by BANDR. You shall place requirement of necessary Road Permit/ e-Way Bill upon readiness of despatch along with Transporter's details (i.e. Address; From & To; Total distance in KM; LR No & Date; Driver's Name & License No., issued from; Vehicle No.; Vehicle type; Vehicle Owner's name & address; Nature of Transaction; Value including GST; HSN Code of material etc.), Invoice mentioning consignment value, GSTIN from you end, along with the Inspection Clearance prior to dispatch of material **to Head (SBU - IV)** at our BPCL / 2G BIO – Ethanol Refinery Project, Bargarh, Odisha. **However, you may opt for generate e-way bill from your end also.**

GST-TDS @ 2% (two percent) shall be deducted from supplier's invoice on Basic Order value (i.e. landed price before GST) under GST Law w.e.f. 01.10.2018 as per Govt. Notification No. 50/2018-Central Tax dated 13.09.2018 for supply of taxable goods. TDS @1% for CGST & @ 1% for SGST or @ 2% for IGST shall be applicable, except exempted provision as stipulated in GST Law. Tax deducted at source shall be deposited to the Govt. and TDS certificate shall be issued to the supplier as per rules.

12 **TRANSIT INSURANCE**

The supplier shall be solely responsible for safe delivery of all materials to be supplied under the order and shall take necessary insurance policy for 110% value covering all risks during transit. **The cost of Transit Insurance shall be included in the quoted price.**

In case of any damage, loss, pilferage etc. Of material during supply, supplier will arrange prompt replacement so as to ensure that overall delivery schedule is not hampered. All claims in the said policy shall be lodged and pursued by the supplier and purchaser shall not have any liability in this regard.

13. **DELIVERY SCHEDULE:**

All materials complete in all respect shall be safely delivered at Consignee's address by road transport on door delivery basis within 45 (Forty Five) days from the date of received of Approved Datasheet, Drawing, QAP and Manufacturing Clearance.

- 14 **CONSIGNEE'S ADDRESS:-**
Place of Supply / Consignee's Address:-
 The Engineer In Charge,
BRIDGE AND ROOF CO. INDIA LTD
M/S. BPCL, 2G BIO – ETHANOL REFINERY PROJECT,
BARGHAR – 768030. ODISHA.
- Billing Address:-**
BRIDGE AND ROOF CO. INDIA LTD.,
2ND FLOOR, OCHC COMPLEX,
NEAR RAM MANDIR, JANPATH, UNIT - III
BHUBANESWAR, ODISHA, 751001
GSTIN:21AABCB3166E1ZB
STATE CODE: 21
- 15 **PACKING, FORWARDING CHARGE:**
- The Supplier shall dispatch the materials at consignee's address properly in roadworthy packing as applicable to ensure that there is no damage to the materials during loading/unloading / storing and transportation. **The price(s) shall be included in the quoted price.**
- Freight Charges:-**
- 16 Supplier shall delivered the materials at Place of supply / consignee's address on 'door delivery' basis and Freight Charges shall be shown separately in the Invoice excluding GST on Freight charges. **Freight charges shall be included in quoted price.**
17. **MODE OF DESPATCH**
 All materials shall be delivered within time to the consignee's address specified in clause no. 14 by road on "Door delivery basis".
- 18 **WARRANTY/DEFECT LIABILITY PERIOD:**
 Supplier shall fully guarantee that the materials supplied by them shall perform strictly in accordance with the specifications and to be free of all defects in respect of materials and workmanship, etc. Should any material not perform as intended or should materials and workmanship prove defective within 12 (twelve) months from the date of commissioning or 18 (eighteen) months from the date of last supply, whichever is earlier.
- 19 **TERMS OF PAYMENT:**
 The payment shall be made from our project site through RTGS/e-payment mode in the following manner. Successful bidder shall intimate their Bank's details for such e-payment. **100% payment** shall be made within **45 days** against receipt of materials at site in good condition and submission of documents in duplicate viz. Commercial invoice, challan duly signed by BANDR's representative at project site for satisfactory receipt of materials, packing list, test certificates, guarantee certificate, inspection certificates / inspection release note duly endorsed by TPIA (if any), transit insurance certificate etc. However payment will be released after getting corresponding payment from BANDR's Client.

20. **Inspection and Testing : DELETED.**

21. **Drawings & Documents:**

Documents to be furnished by Vendor after issuance of LOI/P.O.:-

2 (Two) sets of QAP within 7(seven) days of receipt of LOI/P.O along with soft copy which shall be scrutinized and approved by TCE/BPCL/BANDR.

As Built Documents:-

The following documents shall be submitted in 2(two) (original + 1 copies) bound sets each and soft copies along with despatch of materials:

- (a) Manufacturing Test Certificates and Inspection Report.
- (b) Approved copy of Quality Assurance Plan.
- (c) Guarantee Certificate

22. **EVALUATION OF THE OFFERS:-As per NIT**

23. **Termination/Cancellation of Purchase Order :-**

In case the supplier fails to supply complete materials within delivery schedule and/or progress of work is found to be unsatisfactory, purchaser, at their sole discretion, shall be entitled to terminate/cancel the purchase order.

24. **Acceptance of LOI & Purchase Order:-**

The supplier should confirm acceptance of LOI/SLOI over fax latest within seven days of receipt of the same. If such confirmation is not received by BANDR from supplier within the specified time as above, it will be deemed that the supplier has accepted the LOI/SLOI.

Purchase order shall be issued in duplicate and supplier shall return duplicate copy of the purchase order duly signed and stamped as a token of acceptance within Five (5) days of receipt of the P.O. if duplicate copy of P.O. is not received within the said (5) days, it will be deemed that the PO has been accepted in toto.

25. **Acceptance of BID**

Acceptance of Client/Owner of the project is a pre-requisite for consideration of Bidder's offer by BANDR for this Tender/Commercial Agreements etc. Accordingly Bidder(s) not acceptable to BANDR's Client/Owner shall not be considered & their offer shall be rejected by BANDR. No correspondence & claim etc. from the Bidder in pursuant to the Tender/Commercial Agreements shall be entertained by BANDR under any circumstances what so ever.

26. **Quantity Variation**

Not Applicable.

27. **Integrity Pack:**

Deleted.

28. **Arbitration and Conciliation:**

BANDR confidently feel that there shall not arise any disputes or differences during execution and completion of the order / Contract by the Contractor(s).

However, in the event of any dispute arising between the Company and the Contractor (hereinafter referred individually as "the Party" and collectively as "the Parties"), concerning the interpretations of any terms and conditions of the Contract and / or contractual obligations / performance / liabilities / responsibilities of the Parties to the said Contract, the disputing Party shall refer the matter to the other Party for holding a mutual discussion for resolving the dispute. In case the Parties fail to arrive to any settlement through mutual discussion, either of the Parties may avail the following remedies :

Resolution of Dispute through Conciliation :-

(i) Any party may refer the dispute for Conciliation under Rules of Conciliation and Arbitration under SCOPE Forum of Conciliation and Arbitration (SFCA), 2003 and amendments made thereto from time to time. (hereinafter referred as "the Rules") by making application to the Secretariat of the SCOPE Forum. The Party initiating conciliation shall send to the other party a written invitation to conciliate under the Rules,

briefly identifying the subject matter of the dispute. The settlement so rendered between the Parties in pursuance thereof shall be final and binding on the Parties.

If the other party rejects the invitation, there will be no conciliation proceedings at all.

Resolution of Dispute through Arbitration :-

(ii) In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.

The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be mutually decided by the Parties. In case the Parties do not agree for resolution of dispute through Conciliation and Arbitration by the above-mentioned SCOPE Forum, the disputing Party shall opt for stipulated rules laid down under the Arbitration and Conciliation Act, 1996.

The Contract and the Parties therein shall be governed under the jurisdiction of Calcutta High Court.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise duty and also concerning Railways) between company (BANDR) and any other Public Sector Undertaking/Government Department/Bank/Port Trust etc., such dispute or difference shall be referred by either

party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary of the Government of India in-charge of the Department of Public Enterprises. **The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.** The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M. No. 4(1)/2011-DPE(PMA)GL dated 12.06.2013. of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

29

DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS(DMI&SP):

DMI&SP policy is applicable for this tender in this connection bidder (eligible domestic manufacturer) shall furnish the affidavit of self certification (as per ANNEXURE-H) declaring that the said products are domestically manufactured in terms of the domestic value addition prescribed in govt notification(latest).

In case the bidders who are sole selling agents/authorised distributors manufacturers of said product are eligible to bid on behalf of domestic manufacturers under this policy. The bidder shall furnish the affidavit of self certification (as per format ANNEXURE-H) issued by the domestic manufacturers and the certificates issued by the statutory auditors declaring that the said products are domestically manufactured in terms of the domestic value addition prescribed in Govt. notification (latest)

BRIDGE And ROOF CO. (INDIA) LTD.

(A GOVT. OF INDIA ENTERPRISE)
KANKARIA CENTRE, 2/1, RUSSEL STREET,
5TH FLOOR, KOLKATA-700071.

**PROFORMA OF BANK GUARANTEE TOWARDS
SECURITY CUM PERFORMANCE GUARANTEE**

(On Non-judicial paper of appropriate value)

THIS DEED OF GUARANTEE made this _____ day of _____
_____ by _____

(Name of Bank)

(wherever the context so requires includes its successors and assigns hereinafter called "the Bank") in favour of Bridge & Roof Co.(India) Ltd., having its registered office at Kankaria Centre, 2/1, Russel Street, 5th floor, Kolkata-700071 (wherever the context so requires includes its successors and assigns, hereinafter called "the Purchaser") :

WHEREAS Messrs _____ having its Registered Office at _____

(wherever the context so requires includes its successors and assigns, hereafter called "the Supplier") has been awarded an Order No. _____

dated _____ by the Purchaser for _____
on the Terms & Conditions setforth in the said order dated _____

The conditions of order provide inter alia that the supplier shall pay to Purchaser a sum of Rs./US _____ Dollar _____ (Rupees/US _____ Dollar _____) being

_____ % of order value as security deposit/performance guarantee, in the form and manner and subject to the terms therein mentioned. The form of payment of security deposit/performance guarantee includes a guarantee executed on behalf of the and at the request of the supplier by a Nationalized Bank, undertaking full responsibility to indemnify purchaser in case of default.

The said supplier has approached us and at their request and in consideration of the above mentioned premises we _____ having our office at _____ have agreed to and hereby give such guarantee as is hereinafter mentioned in Purchaser's favour.

1. We _____ of _____ ("the Bank") do hereby irrevocably guarantee to the Purchaser the due payment of the said sum of Rs./US Dollar _____ (Rupees/US Dollar _____) by the supplier to the purchaser in Terms of the said conditions of the Order and their due performance of the obligations in this behalf and undertake and agree with purchaser that if default shall be made by the supplier in performing any of the terms and conditions of the order or in payment of any money payable to the Purchaser under the said Conditions of the Order, we the Bank shall merely on demand pay to the Purchaser without demur and without notice or reference to the supplier in such manner as the Purchaser may direct, the said amount of Rs./US Dollar _____ (Rupees/US Dollar _____ only) or such portion thereof not exceeding the said sum as purchaser may from time to time require and purchaser can look to us as the principal debtor.
2. The Purchaser will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on the purchaser under the said order with the said supplier and to enforce or to forbear from enforcing any powers or rights or by reason of time given to the said supplier which under law relating to the sureties would but for the provision have the effect of releasing us. Any such time/indulgence/forbearance and/or any act or omission or commission on purchaser's part will not vitiate out this guarantee.
3. The Purchaser's right to recover the said sum of Rs./US Dollar _____ (Rupees/US Dollar _____ only) from the Bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute(s) are pending before any

officer, Tribunal or Court or Arbitrator(s)/Umpire.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said supplier but shall in all respects and for all purposes be binding and operative until full payment is received by purchaser as if this is a continuing guarantee to secure purchaser's ultimate dues in the above mentioned premises.
5. We the Bank have power to issue this guarantee in purchaser's favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.
6. The Bank will have no right of subrogation against the supplier unless all dues of the purchaser as aforesaid are paid in full. Bank do hereby waive their rights of surety ship which are inconsistent with all or any provisions hereof.
7. The Purchaser will be at liberty to alter the terms & conditions of the said order and/or to take any other security/guarantee/promissory notes from the supplier or others which will not affect/vitiate/discharge this guarantee issued by the Bank.

This guarantee will bind our successors and assigns and will remain operative irrespective of any change in the constitution of the Bank and/or the supplier.

- 8.
9. Notwithstanding anything contained hereinbefore the Bank's liability under this guarantee will be restricted to Rs./US \$ _____(Rupees/US Dollar _____ only) and this guarantee shall remain in force until _____ and unless a claim to enforce the guarantee is filed with the Bank within one month from _____(which is the date of expiry of guarantee) all rights of purchaser under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under.

**Bank
by its constituted attorney**

**Signature of a person duly
Authorized to sign on behalf
of the Bank.**

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

BG NO.: _____

DATED: _____

VALID UPTO: _____

To ,
Bridge and Roof Co. (I) Limited,

Dear Sirs,

In consideration of Bridge and Roof Co. (I) Limited (hereinafter called " B&R" which expression shall include its successors and assigns), having agreed inter-alia to consider the tender of (*Name of the Tenderer*) having its Head Office/Registered Office at (_____ *Address of Tenderer* _____) (hereafter called the "Tenderer" which expression shall include its successors and assigns), for the work of _____ according to Tender No. _____ upon the Tenderer furnishing a Bank Guarantee with all undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money. We _____ (Name of the Bank) a Bank constituted / Registered under the _____. Act ,having our head Office / Registered Office at _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the B&R at Kolkata forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to B&R, up to an aggregate limit of Rs. _____ (Rupees _____) AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee / Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the B&R on the Bank until the B&R discharges this Guarantee/Undertaking subject, however, that the B&R shall have no claims under this Guarantee/Undertaking after the midnight of _____ 20____ or any written extension(s) thereof. PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically Extended for all claims and demands made by the B&R for further three months.

2. The B&R shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time to postpone and/or vary any of the powers, rights, and obligations exercisable by the B&R against the Tenderer and either to enforce or to forbear from enforcing ail or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the B&R or any of them and the Bank shall not be released from Its liability under these Presents and the liability of the Bank hereunder shall remain in Full force and effect notwithstanding any exercise by the B&R of the liberty with reference to any of all the matters aforesaid or by reason or any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank Specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the B&R to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the (existence of any other undertaking or security for any indebtedness of the Tenderer to the B&R and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by the B&R in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the B&R for the purpose of these Presents is conclusive of the amount payable by the Bank to the B&R hereunder.

5. The liability of the Bank to the B&R under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the B&R, the Tenderer and the Bank and/or the Bank and the B&R or otherwise howsoever touching these Presents or the liability of the Tenderer to the B&R, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the B&R under these Presents, with the intent that notwithstanding the existing of such difference dispute or instructions, the Bank shall be and remain liable to make payment to the B&R in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the B&R.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the B&R to the Bank either by post or by fax, if transmitted by fax, the transmission shall be complete as soon as acknowledged by Bank.

8. Notwithstanding anything contained herein:

i) The Bank's liability under this guarantee / undertaking shall not exceed (Amount in figures & words);

ii) This guarantee / undertaking shall remain in force up to _____ and any extension(s) therefore; and

iii) The Bank shall be released and discharged from all liability under this guarantee / undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee / undertaking has been extended.

The Bank doth hereby declare that Shri _____ who is authorized to sign this Guarantee /

Undertaking on behalf of the Bank and to bind the Bank thereby.

This _____ day of _____ 20_____

Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

AFFIDAVIT CUM DECLARATION
(To be printed on a 120 rupee NJ stamp paper)

I,, S/O....., residing at, by age....., by domicile Indian, under the capacity of Sole Proprietor /Partner/Authorised Representative/Constituted Attorney/Karta (choose the correct option) ofABC....., (full name of MSME/NSIC/SSI) hereby solemnly declare and affirm as follows:

1. That ABC is a Micro/Small/Medium Enterprise (choose the correct option) and is registered under the Micro, Small and Medium Enterprises Development Act, 2006(hereinafter referred to as the MSMED Act) /National Small Industries Corporation (NSIC) / SSI and has its registered office at
2. That ABC avails all benefits under the said Act or NSIC as applicable and complies with all statutory formalities from time to time and has never been in default in this regard. (State the correct status of MSME mentioning stage of Part I and Part II in case the registration of MSME is in process as per relevant Act or registration under NSIC as applicable)
3. That ABC, being a Micro/Small/Medium Enterprise under MSMED Act, 2006 or Small Scale Industry or Enterprise registered under NSIC is entitled to claim exemption from deposit of Tender Fee and Earnest Money for the Tender put under notice by Bridge & Roof Co.(l) Limited, having their office at 2/1 Russel Street, Kolkata- 700071 (hereinafter referred to as the Company/BANDR) i.e. : Tender No..... for(name of the Project)
4. That all documents of Bid submitted by ABC before the Company/BANDR related to their registration, business activities, credentials and expertise are copies of original certificates and/or documents obtained on production of valid documents and facts.
5. That all the above representation and information disclosed in para 1 to 4 are correct and true to my knowledge and nothing material has been concealed. In case any documents or information are found to be false or forged, the bid submitted by ABC or any Job Order awarded to ABC shall be liable to cancelled by BANDR and ABC shall be liable to indemnify BANDR against the risk, cost and damage which the latter may suffer due to such acts of ABC.

IN WITNESS WHEREOF, I, of ABC HEREBY AFFIRM THIS AFFIDAVIT CUM DECLARATION ON THIS DAY OF

(Name)
**Authorised Representative
(DEPONENT)**

VERIFICATION

I, the above named Deponent do hereby verify that the contents of the above Affidavit cum Declaration are true and correct to my knowledge & belief and no part of it is false. Nothing material has been concealed there from.

Verified at on this..... day of

(Name)
**Authorised Representative
(DEPONENT)**

(Signature of Notary Public)

Format for INPUT TAX CREDIT
TO WHOMSOEVER IT MAY CONCERN

Legal Name of Entity	:	
Trade Name of Entity	:	
Registered Office Address	:	
Pin	:	
GSTIN	:	

Please select the applicable response under column C in respect of details set out in column “B”.

Case No.	Aggregate Turnover at PAN level (in any preceding financial year from FY 17-18 onwards)	Select the applicable case
(A)	(B)	(C)
1.	More than INR 50 Crores	
2.	Less than or equals to INR 50 Crores	
3.	Specific category excluded from compliance to e-invoicing, as notified.	

I/We,of(hereinafter called as “the Company”) do hereby declare that the aggregate turnover of “the Company” computed as per Section 2(6) of Central Goods and Service Tax Act., 2017 exceed limit prescribed for generation of an unique Invoice Registered Number (IRN) and QR code as per the provisions of Central Goods and Service Tax Act., 2017 and rules there under (“GST Law”). Accordingly, we are covered under the ambit of GST e-invoicing provisions w.e.f. 1st October,2020 and therefore, the invoices, debit notes, credit notes or any other prescribed documents under e-invoicing issued/raised by us duly compliance with the notified e-invoicing provision.

Further, any invoice or document issued by the Company to Bridge and Roof Co. (India) Ltd. having GSTIN: 21AABCB3166E1ZB shall be properly and timely reported under respective return under GST by the Company in line with the notified provisions and the applicable tax collected form Bridge and Roof Co. (India) Ltd. shall be timely and correctly paid to respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to Bridge and Roof Co. (India) Ltd. having GSTIN: 21AABCB3166E12ZB, we shall indemnify for the same.

For and on behalf of

(Signature of Authorized Signatory)

Name:

FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING DOMESTIC VALUE ADDITION IN IRON & STEEL PRODUCTS/CAPITAL GOODS TO BE PROVIDED ON RS.100/- STAMP PAPER

Date:

I _____ S/o, D/o, W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____. That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

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That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment. That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

'PART – II'

Specification and Schedule of Quantities & Rates (SOQR)

[BIDDER SHALL SUBMIT THIS PAGE ALONGWITH TECHNO-COMMERCIAL OFFER (PART – I), DULY WRITTEN THE WORD "QUOTED" AGAINST EACH ITEM / COMPONENT/BREAKUPS]

Sl. No.	Item Description	Quantity	Unit	Rate (Rs.)	Total Amount (Rs.)
1.0	Lot 1: ROOFING COLOUR COATED HI PROFILE SHEETING Supplying of permanently colour coated hi rib profiled sheets of rib depth 28 - 30mm with 190 - 250 mm pitch distance. Hi profiled sheets shall be minimum 0.5 TCT galvalume or zinalume steel sheet having minimum yield strength of 550 Mpa, with a coating of mass of minimum 150 gsm (Aluminium Zinalloy). The Galvalume steel sheet shall be finished with 20 microns of silicon modified polyester (SMP) colour coating (approved colour CODE: RAL-5012) overan epoxy primer coat of 5 micron. The sheet shall also have a back coat of 5 microns on reverse side over 5 microns primer coat.	1000.00	SQM		
2.0	Lot 2: ROOFING COLOUR COATED HI PROFILE SHEETING Supplying of permanently colour coated hi rib profiled sheets of rib depth 28 - 30mm with 190 - 250 mm pitch distance. Hi profiled sheets shall be minimum 0.5 TCT galvalume or zinalume steel sheet having minimum yield strength of 550 Mpa, with a coating of mass of minimum 150 gsm (Aluminium Zinalloy). The Galvalume steel sheet shall be finished with 20 microns of silicon modified polyester (SMP) colour coating (approved colour CODE: RAL-5012) overan epoxy primer coat of 5 micron. The sheet shall also have a back coat of 5 microns on reverse side over 5 microns primer coat.	1000.00	SQM		
3.0	Lot 3: ROOFING COLOUR COATED HI PROFILE SHEETING Supplying of permanently colour coated hi rib profiled sheets of rib depth 28 - 30mm with 190 - 250 mm pitch distance. Hi profiled sheets shall be minimum 0.5 TCT galvalume or zinalume steel sheet having minimum yield strength of 550 Mpa, with a coating of mass of minimum 150 gsm (Aluminium Zinalloy). The Galvalume steel sheet shall be finished with 20 microns of silicon modified polyester (SMP) colour coating (approved colour CODE: RAL-5012) overan epoxy primer coat of 5 micron. The sheet shall also have a back coat of 5 microns on reverse side over 5 microns primer coat.	1335.00	SQM		
4.0	Lot 1: ROOFING COLOUR COATED HI PROFILE RIDGE Supplying of colour coated hi profile ridge matching with hi rib profiled sheets of rib depth 28 - 30mm with 190 - 250 mm pitch distance. Hi profiled sheets shall be minimum 0.5 TCT galvalume or zinalume steel sheet having minimum yield strength of 550 Mpa, with a coating of mass of minimum 150 gsm (Aluminium Zinalloy). The Galvalume steel sheet shall be finished with 20 microns of silicon modified polyester (SMP) colour coating (approved colour CODE: RAL-5012) over an epoxy primer coat of 5 micron. The sheet shall also have a back coat of 5 microns on reverse side over 5 microns primer coat.	420.00	RM		
5.0	Lot 2: ROOFING COLOUR COATED HI PROFILE RIDGE Supplying of colour coated hi profile ridge matching with hi rib profiled sheets of rib depth 28 - 30mm with 190 - 250 mm pitch distance. Hi profiled sheets shall be minimum 0.5 TCT galvalume or zinalume steel sheet having minimum yield strength of 550 Mpa, with a coating of mass of minimum 150 gsm (Aluminium Zinalloy). The Galvalume steel sheet shall be finished with 20 microns of silicon modified polyester (SMP) colour coating (approved colour CODE: RAL-5012) over an epoxy primer coat of 5 micron. The sheet shall also have a back coat of 5 microns on reverse side over 5 microns primer coat	420.00	RM		
	TOTAL Price shall be inclusive of Packing & Forwarding, Freight Charges, Transit Insurance & GST i.e. C.I.F. Price at BandR's BPCL / 2G BIO – Ethanol Refinery Project, Bargarh, Odisha.				

<p>PRICE SHALL NOT BE MENTIONED HERE</p> <p>PLEASE WRITE 'QUOTED' AGAINST EACH ITEM/ COMPONENT</p>
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(SIGNATURE OF BIDDER WITH STAMP)