| Bridge and Roof Co. (India) Limited           |                            |
|---|----------------------------|
| (A Government of India Enterprise)            |                            |
| Kankaria Centre (5h Floor),                   |                            |
| 2/1, Russel Street, Kolkata – 700 071.        | बी एण्ड आर                 |
| CIN: U27310WB1920GOI003601.                   | <u>B AND R</u>             |
| Phone No.(91) (033) 2217-2108/2274/2275/2276. |                            |
| 2217-4053/4054/4056/4469 to 73.               | Building Nation Since 1920 |
| Fax: (91) (033) 2217-2106/2217-4519.          | Dunning Stution Since 1920 |
| E-mail: commercial@bridgeroof.co.in.          |                            |
| Website: http://www.bridgeroof.co.in.         |                            |

#### NOTICE INVITING TENDER (NIT) No.

MAT(P) / ERE / 71120 / NALCO – ODISHA / HANDRAIL / 01 DATED : 08.01.2025

"Online" Bid(S) / Offer(s) in Two - Part System are Invited by Bridge and Roof Co. (India) Limited Through GeM Portal for MANUFACTURING, TESTING, SUPPLY AND DELIVERY OF <u>PREFABRICATED MEDIUM GRADE HANDRAILS ALONG WITH</u> <u>ELBOWS</u> AS PER TECHNICAL SPECIFICATIONS & DRAWING GIVEN IN THE NIT IN CONNECTION WITH CIVIL & STEEL STRUCTURAL WORKS FOR ALUMINA STORAGE SILO AND ASSOCIATED FACILITIES FOR 5TH STREAM ALUMINA REFINERY OF NATIONAL ALUMINIUM COMPANY LIMITED AT DAMANJODI, ORISSA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT, ANDHRA PRADESH UNDER NALCO.

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 an 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.  | Qualifying Criteria :  | ANNEXURE – B   |
| 4.  | Client's Approved Vendor (Annexure A):                           | NOT APPLICABLE |
| 5.  | General Guidance / Instructions to Tenderer :                    | ANNEXURE – B   |
| 6.  | Terms and Conditions :   | ANNEXURE – B   |
| 7.  | Technical Specifications / Drawings / Documents, Scope of work : | ANNEXURE – C   |
| 8.  | Format for Security-cum-Performance Bank Guarantee (SPBG)        | ANNEXURE – D   |
| 9.  | Format for Bank Guarantee in lieu of Earnest Money Deposit (EMD) | ANNEXURE – E   |
| 10. | Format for Affidavit Cum Declaration                             | ANNEXURE – F   |
| 11  | Format for Input Tax Credit                                      | ANNEXURE – G   |
| 12. | Format for Integrity Pact  | NOT APPLICABLE |
|     | Specifications and Schedule of Quantities and Rates (SOQR) :     | 'B.O.Q'        |

Bid documents are to be submitted through GeM (Govt. e-market Place) Portal <u>(https://gem.gov.in)</u> 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 results 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) :                       | MANUFACTURING, TESTING, SUPPLY AND DELIVERY OF <u>PREFABRICATED</u><br><u>MEDIUM GRADE HANDRAILS ALONG WITH ELBOWS</u> AS PER TECHNICAL<br>SPECIFICATIONS & DRAWING GIVEN IN THE NIT IN CONNECTION WITH CIVIL &<br>STEEL STRUCTURAL WORKS FOR ALUMINA STORAGE SILO AND ASSOCIATED<br>FACILITIES FOR 5TH STREAM ALUMINA REFINERY OF NATIONAL ALUMINIUM<br>COMPANY LIMITED AT DAMANJODI, ORISSA AND RELATED FACILITIES AT<br>VISHAKHAPATNAM PORT, ANDHRA PRADESH UNDER NALCO. |
|-----|--|---|
| 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 :                        | MANUFACTURING, TESTING, AS PER APPROVED QAP, SUPPLY AND DELIVERY<br>AT PROJECT SITE.  |
| 6.  | Mode of submission of Bids :                   | Online through GeM (Govt. e-Market Place) Portal:<br>https://gem.gov.in only  |
| 7.  | Tender Cost & EMD (Earnest<br>Money Deposit) : | Tender Fee: NIL <u>EMD:</u> NIL   |
| 9.  | Validity of Offer :                            | 180 days from the date of opening of tender.  |
| 10. | Consignee's Address :                          | THE ENGINEER IN CHARGE,<br>BRIDGE AND ROOF CO. INDIA LTD<br>Civil & Structural Work, NALCO 1.0 MTA,<br>Alumina Refinery Project at Damanjodi,<br>Koratpur, Odisha – 763008,<br>Ph – 9078488828.   |

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. &<br>EMAIL -ID ETC. :  | : |   |
| 3. | <b>CONSTITUTIONAL STATUS</b><br>[ I. E. PRIVATE LIMITED / PUBLIC SECTOR / SOLE<br>PROPRIETOR / PARTNERSHIP FIRM ]   | : |   |
| 4. | IF YOU ARE A DGS&D / NSIC / SSIC / MSME<br>REGISTERED PARTY,<br>IF YES, THEN PLEASE SUBMIT <u>NOTARIZED COPY OF</u><br><u>THE VALID REGISTRATION CERTIFICATE</u> .    | : | <ul> <li>i) REGISTERED WITH –</li> <li>ii) REGISTRATION CERTIFICATE / DOC.<br/>REF. NO. &amp; DATE –</li> <li>iii) VALIDITY UPTO -</li> </ul> |
| 5. | PLEASE SUBMIT <u>NOTARIZED COPY OF THE</u><br><u>AFFIDAVIT CUM DECLARATION AS PER</u><br><u>'ANNEXURE - F'</u><br>[FOR DGS&D / NSIC /MSME REGISTERED PARTIES<br>ONLY] | : | iv) UAM No<br>SUBMITTED / NOT SUBMITTED<br>WHEATHER NOTORIZED : YES / NO<br>(Please strike out which is not applicable)                       |
| 6. | <u>'TENDER FEE' AND 'EMD'</u> :   | : | SUBMITTED / NOT SUBMITTED   |
| 7. | PLEASE MENTION PLACE OF 'MANUFACTURING'<br>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   |   |   |

**ANNEXURE - II** 

#### 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.<br>NO. |                   | BIDDER'S<br>CONFIRMATION<br>&<br>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.         |                   | THAT YOU HAVE SUBMITTED NOTORIZED DECLARATION AND MSME 'DOCUMENTS'.  |          |  |  |  |
| 3.         | BEEN UPI          | I THAT ONE SET OF COMPLETE TENDER DOCUMENT DULY STAMPED AND SIGNED HAS<br>LOADED ALONGWITH THE TECHNO-COMMERCIAL OFFER (PART-I)<br>KEN OF YOUR ACCEPTANCE.   |          |  |  |  |
| 4.         | CONFIRM<br>DOCUME | ACCEPTANCE OF ALL TECHNICAL SPECIFICATIONS, STANDARDS, NTS & SCOPE OF SUPPLY AS PER TENDER ENQUIRY.  |          |  |  |  |
| 5.         | PLEASE<br>CONDITI | CONFIRM THAT YOU HAVE NOT TAKEN ANY DEVIATION IN TENDER TERMS & ONS.   |          |  |  |  |
| 6.         |                   | M YOUR ACCEPTANCE ON THE FOLLOWING CLAUSES.<br>/IATION MAY LEAD TO REJECTION OF THE OFFER ]  |          |  |  |  |
|            | a)                | SECURITY-CUM- PERFORMANCE GUARANTEE (ANNEXURE – B)   |          |  |  |  |
|            | b)                | LIQUIDATED DAMAGE ( <mark>ANNEXURE – B</mark> )  |          |  |  |  |
|            | c)                | GUARANTEE/DEFECT LIABILITY PERIOD (ANNEXURE –B)  |          |  |  |  |
|            | d)                | TERMS OF PAYMENT (ANNEXURE – B)  |          |  |  |  |
|            | e)                | INSPECTION & TEST (ANNEXURE – B)   |          |  |  |  |
|            | f)                | DELIVERY SCHEDULE (ANNEXURE – B)   |          |  |  |  |
| 1 7        |                   | HAT YOU HAVE QUOTED/SPECIFIED PRICE / RATE AGAINST EACH OF THE FOLLOWING<br>NTS, AS MENTIONED IN SOQR :  |          |  |  |  |
| a)         | PACKING           | & FORWARDING' CHARGE (EXCLUDING GST)   | INCLUDED |  |  |  |
| b)         | FREIGHT C         | CHARGE' FOR DOOR DELIVERY (EXCLUDING GST)  | INCLUDED |  |  |  |
| c)         | TRANSIT I         | NSURANCE' CHARGE (EXCLUDING GST)   | INCLUDED |  |  |  |
| e)         | GOODS AN          | ND SERVICE TAX [GST]'  | INCLUDED |  |  |  |
| 8.         | BOQ/PRIC          | NOTE THAT YOU HAVE TO SPECIFY FIRM PRICE AGAINST THE ABOVE COMPONENTS IN<br>E PART. BLANK FIELD(S) IN UPLOADED 'BOQ SHEET 'WILL INDICATE THAT THE SAME IS/ARE<br>NOT APPLICABLE' OR 'INCLUDED' IN QUOTED PRICE OR TO BIDDER'S ACCOUNT. |          |  |  |  |
| 9.         | CONFIRM T         |  |          |  |  |  |
| 10.        | CONFIRM T         |  |          |  |  |  |
| 11.        | PLEASE ME         | ENTION PLACE OF 'MANUFACTURING' AND 'DESPATCH'.  |          |  |  |  |
| 40         |                   | DTE THAT OFFER WITH DEVIATION IN TENDER TERMS & CONDITIONS /TECHNICAL SPECIFICATION<br>ABLE FOR REJECTION.   |          |  |  |  |

(SIGNATURE OF BIDDER WITH STAMP)

<u>NAME OF THE TENDER:</u> MANUFACTURING, TESTING, SUPPLY AND DELIVERY OF <u>PREFABRICATED MEDIUM GRADE</u> <u>HANDRAILS ALONG WITH ELBOWS</u> AS PER TECHNICAL SPECIFICATIONS & DRAWING GIVEN IN THE NIT IN CONNECTION WITH CIVIL & STEEL STRUCTURAL WORKS FOR ALUMINA STORAGE SILO AND ASSOCIATED FACILITIES FOR 5TH STREAM ALUMINA REFINERY OF NATIONAL ALUMINIUM COMPANY LIMITED AT DAMANJODI, ORISSA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT, ANDHRA PRADESH UNDER NALCO."

1.0 TENDER : <u>Tender Fee:</u> NIL

FEE & EMD

#### EMD: NIL

- 2.0 Pre- : Bidder should submit the following documents to meet "<u>Qualifying Criteria</u>" as mentioned below along with Techno-Commercial part of Tender (Part-I) in the following manner:-
  - (A) Notarized Copy of previous orders for Supply of <u>SS/MS Handrails or Tubes or Pipes or</u> <u>Structural Steel</u> during last 02 (two) years. Total cumulative value of these orders shall not be less than ₹ 50.00 Lakhs In totality.
  - (B) Copy of last 03 (Three) years Balance Sheet [2021-2022, 2022-2023 & 2023-24].
  - Note : Techno Commercially Qualified shall be declared after getting approval from tKUIPL / NALCO based on the submission of document in line with the Tender criteria. The Bidder whose Bid / Offer not accepted by tKUIPL / NALCO due to any reason(s), shall be summarily rejected.

#### 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:

<u>'Local content'</u> 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.

<u>'Class-I local supplier</u>' 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

**<u>'Class-II local supplier'</u>** 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.

<u>'Non-Local supplier'</u> 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.

<u>'L 1</u>' 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

<u>'Margin of purchase preference</u>' 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 the is difference in price receive & 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

#### 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:

#### 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 and Roof Co. (India) Ltd.(BANDR) having its registered office at Kankaria Centre, 5<sup>th</sup> 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.
- <sup>1.1.4</sup> 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. Thyssenkrup (tKUIPL)**
- 1.1.9 'Purchaser's Client / Owner' mean client of Purchaser M/s. NATIONAL ALUMINIUM COMPANY LIMITED (NALCO) AT DAMANJODI.
- <sup>1.1.10</sup> "Project site" shall mean the site of work for Composite Work at CIVIL & STEEL STRUCTURAL WORKS FOR ALUMINA STORAGE SILO AND ASSOCIATED FACILITIES FOR 5TH STREAM ALUMINA REFINERY AT DAMANJODI, ORISSA.
- 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 <u>GeM Portal :</u>

#### 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 the 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 <u>DUE DATE OF SUBMISSION</u>:-LAST DATE OF BID SUBMISSION IN GEM : As per GeM Portal Conditions

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.

<u>Acceptance of vendor/supplier and their product shall be subject to acceptance by Purchaser's client and/or consultant.</u> 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** /**NALCO/TKUIPL**, 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 SECURITY-CUM-PERFORMANCE BANK GUARANTEE (SPBG):-

As security for proper and faithful fulfilment of the obligation under the order, the supplier will furnish to the purchaser a Security cum Performance Guarantee equal to **5 (Five)** % of the total order value by Bank Draft payable to Bridge and Roof Co. (India) Ltd. At Kolkata or in the form of a bank guarantee in B and R's prescribed format (enclosed) from a nationalized/scheduled bank within fifteen (15) days from the date of receipt of LOI / Purchased Order. The bank guarantee should be valid till end of guarantee period/defect liability period.

#### The original of SPBG shall be submitted to HEAD (SBU-IV), Kolkata office.

#### LIQUIDATED DAMAGE(LD) :-

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 @ 1 % per week of delay subject to maximum 10 % 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

8

Total price shall remain firm till the completion of supply at BANDR's Composite Work at NALCO, Damanjodi, Odisha 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 lae / act shall be paid by BANDR as per bidder's bill. The GST (i.e. SGST, CGST or IGST) amoint 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 dispatch 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 DGM (PROJECTS), NALCO at our Civil & Steel Structural Works for Alumina Storage Silo and Associated Facilities for 5TH Stream Alumina Refinery at Damanjodi, Orissa. 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.

#### TRANSIT INSURANCE:-

<sup>12</sup> 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 30 (Thirty) days from the date of Approved Datasheet / Drawing / QAP and Manufacturing Clearance.

14 CONSIGNEE'S ADDRESS:-<u>Place of Supply / Consignee's Address:-</u> THE ENGINEER IN CHARGE, BRIDGE AND ROOF CO. INDIA LTD CIVIL & STRUCTURAL WORK, NALCO 1.0 MTA, ALUMINA REFINERY PROJECT AT DAMANJODI, KORATPUR, ODISHA – 763008, PH - 9078488828. Billing Address:-BRIDGE AND ROOF CO. INDIA LTD., 2<sup>ND</sup> 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.

#### **TERMS OF PAYMENT:-**

19

The payment shall be made to the supplier 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 <u>45 (Forty Five) days</u> 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, copy of SPBG, inspection certificates / inspection release note, transit insurance certificate etc. However payment will be released after getting corresponding payment

#### 20. Inspection and Testing :-

#### (i) NA

#### 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 TKUIPL/NALCO.

#### 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) Inspection Certificate-Cum-Release Note (if any).
- (c) Approved copy of Quality Assurance Plan.
- (e) 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:-

± 25 (Twenty Five) %.

#### 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. <u>The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause</u>. 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.

#### <sup>29</sup> Fraud Prevention Policy of Bridge And Roof Co. (India) Ltd (hereinafter referred to as B AND R):

Everyone may take a note that a **"Fraud Prevention Policy"** is being followed at B AND R, which provides a system for prevention/ detection/ reporting of any fraud. It also forbids everyone from involvement in any fraudulent activity and that where any fraudulent activity is suspected by any one, the matter must be reported to the NODAL OFFICER, as per details below as soon as he /she comes to know of any fraud or suspected fraud or notice any other fraudulent activity. Anonymous/Pseudonymous complaints received, if not supported by the relevant evidence, may not be acted upon. Utmost confidentiality shall be maintained regarding identity of the complainant. All reports of fraud or suspected fraud shall be handled and shall be co-ordinated by the Nodal Officer. A copy of the 'Fraud Prevention Policy' is available on the official web-site of B AND R. The e-mail ID of the Nodal Officer: <u>nodalofficer.fpp@bridgeroof.co.in</u> and postal address is

Nodal Officer under Fraud Prevention Policy, Bridge And Roof Co.(India) Limited,
'Kankaria Centre', 4th & 5th Floor,
2/1, Russel Street, Kolkata-700 071"

### **TECHNICAL SPECIFICATION & DRAWINGS/DOCUMENTS**

#### 1) Approved Manufacturer for Steel Plates / Structural Steel:

- i. SAIL.
- ii. TISCO.
- iii. RINL.
- iv. Essar.
- v. Jindal.
- vi. JSW Steel Ltd.
- vii. ISPAT Industries Ltd.

#### 2) Painting work for the hand rail items shall be done as per System – 1 of tHUIPL. Details are mentioned below:

#### Final DFT:

| -      |           |    |                                      |                   |                              |     |         |
|--------|-----------|----|--------------------------------------|-------------------|------------------------------|-----|---------|
| System | Blast     | 50 | Zinc Dust / Ethyl Silicate Primer as | Epoxy Polyamide   | Inert Pigment / acrylic      | 255 | Uninsul |
| 1      | Cleaning  |    | per SSPC Paint 20 Level 2 / 1 x 75   | Intermediate coat | Alphatic PU Paint with 80%   |     | ated    |
|        | to SA 2.5 |    | µm (80 % zinc on dry film) 5 Volume  | with Lamellar     | gloss retention on exposure  |     |         |
|        |           |    | Solid: Min 65, Zinc should be 1.4    | Micaceous Iron    | to 1000 hrs of QUV B 313 /   |     |         |
|        |           |    | Kg/litre. The product to be supplied | Oxide – Min VS    | 1 x 60 µm; 5 volume solid :  |     |         |
|        |           |    | with ASTM D520 Type II Zinc dust     | 80% / 1 x 120 µm  | $58 \pm 2$ . Gloss of min 80 |     |         |
|        |           |    |                                      | •                 | units @ 60° gloss headed     |     |         |

#### 3) Approved Manufacturer for Welding Electrode:

- i. ADOR Welding Limited.
- ii. Honavar Electrodes Private Limited.
- iii. ESAB
- iv. D & H Sacheron Electrodes Private Limited
- v. Bohler.
- vi. L&T.

#### 4) Approved Manufacturer of Paint.

- i. Asian Paints
- ii. Berger Paints
- iii. Bombay Paints
- iv. ICI Paints
- v. Nerolac Paints.

#### 5) Drawing No: PIN – LEP – CVS – 1023, Rev – 00 (01 Page).

Note: - Civil work & Installation work is not in the scope of supplier. It will be done by B and R.

#### 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 PEFORMANCE GUARANTEE

(On Non-judicial paper of appropriate value)

| THIS DEED OF GUARANTEE                        | made this   | day of               |  |
|---|---|----------------------|--|
|   | by  |                      |  |
|   | (Name   | of Bank)             |  |
| (wherever the context so requ                 | ires includes its successors an                                   | d assigns hereinafte | er called "the Bank") in favour of Bridge &  |
|   | its registered office at Kank<br>ires includes its successors and |                      | Russel Street, 5 <sup>th</sup> floor, Kolkata-700071<br>er called "the Purchaser") : |
| WHEREAS Messrs                                | having its Registe  | red Office at        |  |
| (wherever the context so requ<br>an Order No. |   | d assigns, hereafte  | r called "the Supplier") has been awarded  |
| dated   | by the Purchaser for  |                      |  |
|   | tforth in the said order dated                                    |                      |  |
| The conditions of order provid                | e inter alia that the supplier sha                                | II pay to Purchaser  | a sum of   |
| Rs./USDollar                                  |   | _(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.

- 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.

8.

- 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.

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 ( ) (hereafter called the "Tenderer" which expression shall include its Address of Tenderer and assigns), for the work successors of upon the Tenderer furnishing a Bank according to Tender No. 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 untill 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 end 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) of ......ABC......, (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*)
- 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

 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<br>(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.                    |                            |

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: .....

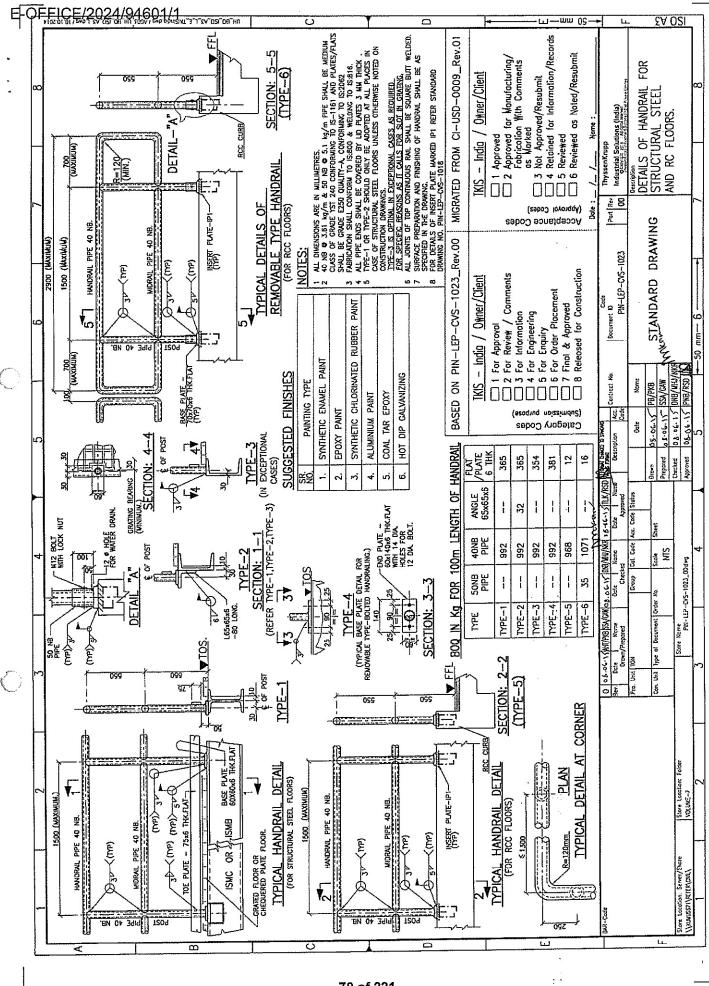
#### '<u>PART – II'</u>

#### 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]

| SI.<br>No. | Item Description   | Quantity | Unit | Rate | Total<br>Amount<br>(in Rs.) |
|------------|--|----------|------|------|-----------------------------|
| A          | Manufacturing, Inspection, Testing, Supply & delivery of<br>prefabricated Handrailings along with elbow as given<br>below.<br>Note:- The MS plates shall be procured from NALCO /<br>tKUIPL's approved vendors SAIL, TISCO, RINL, Essar,<br>Jindal, JSW Steel Ltd., ISPAT Industries Ltd.  |          |      |      |                             |
| A.1        | MS tubes and fittings shall conform to IS:1239 and shall be of medium grade or specified in drawing. Toe plates shall be of MS conforming to IS: 2062  |          |      |      |                             |
| A.2        | Top Rail colour shade shall be Black<br>Mid Rail, Supports and Toe Plate colour shade shall be Golden<br>Yellow. (Paints shall be as per NALCO / tKUIPL approved vendor<br>given in NIT / Tender)  |          |      |      |                             |
| A.3        | Paintingscheduleshouldbeasfollows:Blasting cleanng to SA 2.5, <50. Zinc Dust/Ethyl Silicate Primer as<br>per SSPC Paint 20 Level 2/1 x 75 micron (80% zinc on dry film) %<br>volume solid: min 65, zinc should be minimum 1.4 kg/ltr. The<br>product to be supplied with ASTM D520 Type II zinc dust. Epoxy<br>Polyamide intermediate coat with Lamellar Micaceous Iron Oxide-<br>Nin VS 80%/1 x 120 micron. Inert Pigment/ Acrylic Aliphatic PU<br>paint with 80 % gloss retention on exposure to 1000 hrs of QUV B<br>313/ 1x 60 micron: % volume solid: 58+/-2, Gloss of minimum 80<br>units @ 60 degree gloss head. Final finish should be 255 micron. | 85.00    | MT.  |      |                             |
|            | TOTAL Price shall be inclusive of Packing & Forwarding,<br>Freight Charges, Transit Insurance & GST i.e. C.I.F. Price at<br>BandR's 5TH STREAM ALUMINA REFINERY OF NATIONAL<br>ALUMINIUM COMPANY LIMITED AT DAMANJODI, ORISSA –<br>763008.   |          |      |      |                             |

(SIGNATURE OF BIDDER WITH STAMP)



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