



ब्रिज एण्ड रूफ कम्पनी (इंडिया) लिमिटेड BRIDGE AND ROOF COMPANY (INDIA) LIMITED

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

(सीआईएन: / CIN: U27310WB1920GOI0036010)

CAMP: KANDLA-GORAKHPUR LPG PIPELINE PROJECT, IHB LIMITED, INDRAWAL, DHAR, MADHYA PRADESH

Ref: BR/IHB-DHAR/71129/SITE/BRICK/NIT/09

Date: 03.03.2025

Dear Sirs,

SUB: NOTICE INVITING TENDER(NIT) FOR SUPPLY & DELIVERY OF COMMON BURNT CLAY F.P.S (NON-MODULAR) BRICKS OF CLASS DESIGNATION 7.5 N/Mm² FOR OUR KANDLA-GORAKHPUR LPG PIPELINE PROJECT OF IHB LIMITED AT IPS-1 VILL: INDRAWAL, TEHSIL: BADNAWAR, DIST: DHAR, MADHYA PRADESH- 454665, INDIA.

Enclosed please find a set of Tender Document (TD) comprising of the following Annexures/Enclosures for the Captioned work:

A)	Tender Document (TD)		
1.0	General Terms and conditions	:	Annexure - A
2.0	Schedule of Quantities (SOQ)	:	Annexure - B
3.0	Format of Local Content	:	Annexure - C
4.0	Shares a Land Border with India	:	Annexure - D

In case you are interested for the above work, please submit your 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-A, based on the same terms and conditions, specifications, procedures etc. as stipulated as defined in this NIT and in the various Annexures and sections of the TD without taking any deviations.

The due date of submission of Tender Document is 10.03.2025 within 5.00 P.M.

Notwithstanding anything contained in the NIT and TD we reserve the absolute right to (i) Reject or accept or cancel any or all tenders received against this NIT, (ii) Cancel the NIT and Issue Notice Inviting fresh tenders at our sole discretion without assigning any reasons whatsoever thereof and our decision in this regard shall be final and binding upon you and no correspondences/communications in this regard shall be entertained by us.

Yours faithfully,

For BRIDGE AND ROOF CO. (I) LTD.


(Nirmal Kumar Maity)
Senior Manager

Encl: Annexure-A, B, C & D

GENERAL TERMS AND CONDITIONS:

1.0	Definitions And Interpretations In the document, as hereinafter defined, the following words and expressions shall have the meaning as under:
1.1	The "Purchaser" shall mean Bridge and Roof Co. (India) Ltd. (BANDR) having its registered office at Kankaria Centre (5th Floor), 2/1, Russel Street, Kolkata-700071.
1.2	"Order" shall mean & written Purchase Order issued by the Purchaser.
1.3	The "Tender" shall mean the Proposal submitted by the Tenderer/Bidder in response to Purchaser's Notice of Invitation to this Tender Document.
1.4	The "Chairman and Manager Director" shall mean the Chairman and Managing Director, Bridge and Roof Co. (India) Ltd.
1.5	The "Supplier/Vendor/manufacturer" shall mean the person, firm or company (hereinafter called "Tenderer") whose tender has been accepted by the Purchaser and includes the supplier's legal representative his successors and permitted assignees.
1.6	The "Resident Manager" "General Manager" Dy. Resident Manager" "Asst. General Manager" "Area Manager" / "Project Manager"/ "Resident Engineer" shall mean the person as nominated from time to time by the Purchaser to act for an on behalf of the Purchaser at the Project Site.
1.7	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.
1.8	"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 Indian Standard Specifications and other relevant codes. In any dispute the decision of the 'Purchaser' will be final.
1.9	'Consultant' shall mean any consultant nominated by the Purchaser.
1.10	Purchaser's "Client/Owner" mean client of Purchaser i.e., M/s. IHB Limited, Dhar, Madhya Pradesh.
1.11	"Project Site" shall mean the Composite Works Kandla-Gorakhpur LPG Pipeline Project of IHB Limited at IPS-1 Indrawal, Tehsil Badnawar, Dhar, Madhya Pradesh- 454665, India.
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.
1.13	The "Alteration/Variation Order" means as order given in writing by the Purchaser to effect additions/alterations to or deletions from the scope of work.
1.14	The "Alteration/Variation Order" means as order given in writing by the Purchaser to effect additions/alterations to or deletions from the scope of work.



2.0 INSTRUCTION TO TENDERER:

'Submission of Tender and 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 section 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

3.0 DOCUMENTS TO BE SUBMITTED IN SUPPORT OF PRE-QUALIFICATION CRITERIA:

- 3.1 Technical and Commercial Part of the Tender along with all Tender Documents [including unpriced SOQ duly filled in relevant columns except rates]], duly stamped and signed & superscribed as "Techno-Commercial Part (Part-I)" as a token of unequivocal acceptance and along with other documents if any.
- 3.2 Copy of the previous orders for supply of Common Burnt Clay F.P.S (Non-Modular) Bricks of Class Designation 7.5 N/Mm² in any Sector during the last 02 (two) calendar year The cut-off date shall be reckoned from the date of publishing of NIT. The total cumulative value of these orders shall not be less than ₹ 9.60 Lakhs in totality.
- 3.3 Copy of PAN Card.
- 3.4 Bidder should submit the copy of Latest filed Monthly/Quarterly GSTR-3B return as GST Clearance Certificate along with GST Registration Certificate with bid documents failing which their offer shall not be considered for further evaluation.
- 3.5 Tender Fee: Not Applicable.
- 3.6 The Earnest Money Deposit: Not Applicable.
- 3.7 COVER-II "Price Part" (Part-II)
- 3.8 The price part i.e. the Second Part shall be superscribed as "Price Part (Part-II)"
The above 2 Covers shall be individually marked as Part-I & Part-II. The master cover, containing above 2 (two) covers separately sealed and marked, shall be sealed and superscribed with the Tender Reference, Due date and the note "TENDER DO NOT OPEN BEFORE DUE DATE" and marked for attention of the Resident Manager.
- 3.9 Tenderers should quote their Rates / Prices strictly in accordance with the Terms and Conditions, Specifications, etc. as stipulated in the various clauses and sections of the Tender Enquiry Documents (TED) and should not make/ask for any deviation / variation to these clauses of the TED under any circumstances in order to avoid possible rejection of the Tenders by the Purchaser at his sole discretion.



3.10 All costs and expenses incidental to preparation of the proposals, discussions and conference, if any, including cost of attending pre-award discussions with the Purchaser shall be to the account of the Tenderer and Purchaser shall bear no liability whatsoever on such costs & expenses.

3.11 **The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer.**

- a) Tender shall be submitted in English Language.
- b) Only Metric System of units shall be used unless otherwise mentioned elsewhere.
- c) In case of discrepancy between quoted Rates and Amount, Rates Quoted shall prevail upon Amount.

4.0 The Tender shall be submitted to the following address on or before due date of Tender

Shri Nirmal Kumar Maity
 Senior Manager
 Bridge and Roof Co. (India) Ltd.
 House No.: 100, Ratna Sagar Vihar Colony,
 Vill- Makani, Chota Nagda, Tehsil- Badnawar,
 Dist- Dhar, Madhya Pradesh- 454001
 Ph. +91 8967896594/7872526268

4.1 DUE DATE OF SUBMISSION OF OFFER:

Last date of submission of sealed tender "superscribed" with the tender enquiry number and due date. The Tender due date is 10.03.2025 within 5.00 P.M.

5.0 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 cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A Tenderer whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to the Purchaser. The Purchaser also reserves the absolute right to split up (item-wise or in any manner) and award the requirement between two or more Tenderers.

6.0 VALIDITY OF OFFER:

You have to keep validity of offer for our acceptance for a period of 90 (ninety) days from due date of submission. You shall not be entitled during the said period of 90 days from the last date of submission of Tender to revoke or cancel your offer or vary the offer without our consent in writing.

7.0 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 @0.5% (half percent) per week of delay subject to maximum @5% (five percent) of the total value of contract.



8.0 FIRM PRICE:

Price(s) shall remain firm till the completion of supply and shall not attract any escalation due to any reason(s) whatsoever.

9.0 SECURITY-CUM-PERFORMANCE BANK GUARANTEE (SPBG):

Not Applicable

10.0 TAXES & DUTIES:**10.1 Goods and Service Tax (GST)**

- i) Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Services Tax. The GST as legally leviable and payable by the bidder under the provisions of applicable law / act shall be paid extra by BANDR as per bidder's Tax Invoice. Bidder shall quote their rates after considering the input tax credit on their input materials and services
- ii) The contract is covered under works contract. GST under supply of services is applicable. The bidder should be registered with the GST authorities and the copy of registration certificate and last filed Monthly / Quarterly GSTR-3B return and GST clearance certificate shall be submitted along with bid documents (techno commercial). Bid without above documents shall be cancelled.
- iii) GST-TDS as applicable shall be deducted from GST invoices at the rates prescribed by law. TDS deducted by the company from the contractor's Tax Invoice shall be uploaded in GSTN portal and deposited the said TDS amount to the tax authority, which will be reflected in contractor's GSTN portal
- iv) The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in Tax invoice and also submit the proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get input tax credit by BANDR.

Bidder shall raise their tax invoices on regular intervals as per contract conditions and uploaded their supply invoice in GSTN portal through GSTR-1 return within due date (presently 11th) of next month. GST amount shall be paid to contractors after submission of GSTR-1 snapshot. If the ITC is not availed by BANDR due to any reasons attributable to bidder (i.e mismatch in GSTR return, non-submission of GSTR-3B in time), the entire GST amount along with applicable interest shall be recovered from Bidder's Bill. Special Note:

"All Suppliers/Contractors having registration in other state except Maharashtra shall raise their Tax Invoice by charging IGST only".

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 as statue., 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 to the Govt. and TDS certificate shall be issued to the supplier as per rules



A. Bidder have to submit the following details of GST along with offer:

Company Name :
 Address :
 Pin Code :
 Mail ID :
 PAN :
 GSTN No. :
 SAC Code :
 State Code :

Details of Receiver / Billing Address:

Company Name: Bridge And Roof Co. (I) Ltd.
 Address: Flat No.: 401, Royal Home,
 11/4 Manoram Ganj, Indore,
 Madhya Pradesh- 452001
 GST No.: 23AABC3166E2Z6

10.2 NEW LEVIES/TAXES:

In case Government imposes any new levies / tax after award of the work during the tenure of the contract, BANDR shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BANDR that such new levy/tax is applicable to this contract.

10.3 IT-TDS:

Income Tax as applicable U/s. 194Q of the I.T. ACT will be deducted from your Gross Bill Value and TDS Certificate will be issued accordingly.

11.0 QUANTITY VARIATION:

The Quantity mentioned in indicative may vary up to (+/-) 20% item wise or conjointly.

12.0 DELIVERY SCHEDULE/SUPPLY VALIDITY:

Supply of above-mentioned materials are to be completed within 5-6 weeks from the date of P.O and as per the direction of Engineer-in-charge. The rates shall remain valid till completion of supply of entire quantity of materials.

13.0 CONSIGNEE ADDRESS:

Resident Manager
 M/s. Bridge and Roof Co. (I) Ltd.,
 C/o. M/s. IHB Limited, Survey no.: 129/1,
 Village: Indrawal, Tehsil: Badnawar,
 Dist: Dhar, Madhya Pradesh- 454665
Contact person: Mr. Nirmal Kumar Maity

14.0 LOADING AND UNLOADING OF MATERIAL:

Loading & unloading of materials at Bidder's work/ godown is within bidder's scope & to be included in quoted rates.

15.0 PACKING & FORWARDING CHARGES:

The Tenderer shall send the materials properly to ensure that there is no damage to the materials during loading/unloading/storing and transportation. The price(s) quoted should be inclusive of Packing & Forwarding Charges for delivery of materials to consignee's address on door delivery basis.



16.0

FREIGHT CHARGES:

The supplier shall send the material in proper condition to ensure that the materials can be used in work as per specification. Transportation charges shall be included in the quoted rate for delivery of the materials to consignee's address on door delivery basis.

17.0

TRANSIT INSURANCE:

The Tenderer shall be solely responsible for safe delivery of all materials to be supplied under the Order & shall take necessary Insurance Policy covering all risks during transit. The cost of Transit Insurance (excluding GST) shall be included in the quoted rates.

In case of any damage, loss, pilferage, etc. of materials 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 & pursued by the supplier & BANDR shall not have any liability in this regard.

18.0

INSPECTION/TESTING:

All materials shall be inspected by BANDR/IOCL/TPIA as per our requirement. Supplier is to submit their such samples and shall be tested at site in line to BANDR's/IOCL's technical specification enclosed with NIT, for our approval within 07 days after receipt of PO.

The Lab test report, design calculation etc. of the successful bidder shall be forwarded to M/s BANDR during post order stage and supplier shall incorporate the comments of BANDR/IOCL (if any) without any extra cost implication to BANDR.

Supplier shall make all necessary arrangement for each inspection and shall provide all necessary facilities to carry out stage inspection / final inspection and testing of the finished products.

BANDR/IOCL/TPIA shall have the right of access to the supplier's works at all reasonable time to inspect the materials and to measure the progress of execution of order.

The supplier shall provide assistance, instruments, machines, labour and materials which are required for examining, measuring and testing any materials & its workmanship as may be selected and required by the BANDR/IOCL/TPIA without any extra cost.

Even if inspection and / or tests are fully carried out at the supplier's works by the BANDR/IOCL/TPIA at any stage of execution of the order, supplier shall not be absolved of any degree of his obligations / responsibility to ensure that all materials supplied comply strictly with requirement as per specification given in the tender / order and BANDR/IOCL/TPIA shall be free to point out any defect till the guarantee period is over.

All tests' certificates of materials are to be provided and submitted by the supplier at the time of inspection and along with supply with identification mark for co-relating with heat marks. All testing charges are to be borne by the supplier.

Quantity shall be collected from such samples and shall be tested at site. If the samples are qualitatively acceptable, same shall be kept separately at site as representative sample. Non acceptable samples shall be removed from site by the party at his own cost.

All documents shall be reviewed by IOCL for final acceptance. Dispatch of the materials shall be made only on receipt of Test Report/Release note from BANDR/IOCL/TPIA.



19.0

GUARANTEE:

The materials shall be under guarantee within a period of 12 (twelve) months from the date of completion certificate. The materials shall be supplied strictly in accordance with the specifications, sizes, quantities stated in SOQR. No deviation from such specifications or alterations of the condition shall be made without or written consent. Supplier will fully guarantee the materials supplied, shall perform strictly in accordance with the specification and to be free from all defects. Should any material found defective, the material shall upon notification of deficiency/defect, shall be replaced within a reasonable time mutually agreed to the satisfaction of BANDR without delay, at no extra cost to us. If supplier fail to effect proper replacement within reasonable time of received of the notification to that effect, BANDR shall be free to take such corrective action at the cost and risk of supplier. Supplier will submit the guarantee certificate to this respect at the time of supply of the materials.

20.0

TERMS OF PAYMENT:

100% Payment shall be made within 30 days from the date of submission of bill along with Original receipted challan / Delivery note along with test report duly certified by BANDR authorized representative, test report and any other documents as mentioned in NIT.

Liquidated Damage (LD), if any, as per Cl. No.7 of Annexure -A, shall be recovered from the said payment

All payment will be made from our Mumbai Office, CBD Belapur, Maharashtra by RTGS/E-Payment. You have to submit the following details for the payment in the above mode along with your offer:

- (a) Name of the Company (b) Name of the Bank (c) Name of the Bank Branch (d) City (e) Account Number (f) Account Type (g) IFSC Code of the Bank Branch (h) MICR Code of the Bank Branch
- (b) Details of receiver / Billing Address: (a) Name: Bridge and Roof Co.(I) Ltd (b) Address: Flat No.: 401, Royal Home, 11/4 Manoram Ganj, Indore, Madhya Pradesh-452001 (c) State Name: Madhya Pradesh (d) State Code: 23 (e) GSTIN / Unique ID: 23AABCB3166E2Z6, (f) AABCB3166E (g) CIN of the Receiver (in Case of Company only): U27310WB1929G0I003601

21.0

SPLITTING UP OF ORDER:

Job will be awarded to one agency.

22.0

TERMINATION / CANCELLATION:

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



23.0

ACCEPTANCE OF LOI & PURCHASE ORDER (PO):

The supplier should confirm acceptance of P.O even through Fax latest within three 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 P.O in TOTO.

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 P.O. If duplicate copy of P.O. is not received within said five days, it will be deemed that the PO has been accepted in TOTO.

24.0

ARBITRATION:

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.
- (ii) 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:

- (i) 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.
- (ii) The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.
- (iii) 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 Kolkata 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.



Signature & stamp of Bidder

BRIDGE AND ROOF CO. (INDIA) LIMITED
(A Govt. of India Enterprise)**SCHEDULE OF QUANTITIES (SOQ): Unpriced Part**

SL. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT RATE (₹.)	AMOUNT (₹)
1.0	Supply and delivery of Common Burnt Clay F.P.S (Non-Modular) Bricks of Class Designation 7.5 N/Mm ²	Nos	2,00,000	Do Not Quote Here	
2.0	Basic Price (Ex-Works):				
3.0	Goods & Service Tax (GST):				
(i)	CGST as applicable				
(ii)	SGST as applicable				
(iii)	IGST as applicable				
4.0	Total all-inclusive Price for supply & delivery at our Kandla-Gorakhpur LPG Pipeline Project of IHB Limited at IPS-1 Indrawal, Tehsil Badnawar, Dhar, Madhya Pradesh.				



Stamp & Signature of Vendor

BRIDGE AND ROOF CO. (INDIA) LIMITED
(A Govt. of India Enterprise)

SCHEDULE OF QUANTITIES (SOQ): Priced Part

SL. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT RATE (₹.)	AMOUNT (₹)
1.0	Supply and delivery of Common Burnt Clay F.P.S (Non-Modular) Bricks of Class Designation 7.5 N/Mm ²	Nos	2,00,000		
2.0	Basic Price (Ex-Works):				
3.0	Goods & Service Tax (GST):				
(i)	CGST as applicable				
(ii)	SGST as applicable				
(iii)	IGST as applicable				
4.0	Total all-inclusive Price for supply & delivery at our Kandla-Gorakhpur LPG Pipeline Project of IHB Limited at IPS-1 Indrawal, Tehsil Badnawar, Dhar, Madhya Pradesh.				



Stamp & Signature of Vendor

FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING MINIMUM LOCAL CONTENT
(To be provided on Bidder's Letter Head)

Date: _____

I.....s/o, d/o, -, w/o-of hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

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 entity/B&R or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (Enter the name of the Equipment/Item for Project).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein

That the goods/services/works supplied by me for (Enter the name of the Equipment/Item for Project) meets the 'Minimum Local Content 'as defined in the PPP- MII order

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (Enter the details of the location(s) at which value addition is made).

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

1. Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity

Date on which this certificate is issue

Goods/services/works for which the certificate is produced.....

Procuring entity to whom the certificate is furnished

Percentage of local content claimed and whether it meets the Minimum Local Content prescribed.....

Name and contact details of the unit of the Local Supplier (s).....

List of inputs which are imported, directly or indirectly.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

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



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. (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-I which is enclosed herewith:
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 fulfills 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 fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative
Signature:

Name:

Stamp:



FORMAT OF ANNEXURE-I 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.]
(iii)	Please note that the order no (Public Procurement No 4) dtd 23.02.2023 by Ministry of Finance, Department of Expenditure (Procurement Policy Dept.) regarding requirement of registration, applicability, compliance and validity of Registration which is enclosed herewith.

