

**BRIDGE AND ROOF CO. (INDIA) LTD.  
(A GOVERNMENT OF INDIA ENTERPRISE)  
BPCL CUF DEPOT SITE, JAMMU, J&K**



**NOTICE INVITING TENDER (NIT)**

**Ref. No. BANDR/71142/NRV GATE VALVE/ENQ/76 DATE : 17-04-2025**

**Sub: Notice Inviting Tender (NIT) for Manufacturing, Testing, Inspection, Supply and Delivery of Gate Valve & NRV for Construction of AG Floating Roof, Cone Roof (Fixed Type) - UG Tank at Jammu CUF.**

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

<b>A.0</b>	<b><u>TENDER DOCUMENT(TD):-</u></b>	
1.	Bidder's Information Sheet :	ANNEXURE - I
2.	Techno-Commercial Questionnaire Sheet :	ANNEXURE - II
3.	Qualifying Criteria:	ANNEXURE - A
4.	General Guidance / Instructions to Tenderer :	ANNEXURE - B
6.	Format for Security-cum-Performance Bank Guarantee (SPBG)	<b>NOT APPLICABLE</b>
7.	Format for Bank Guarantee in lieu of Earnest Money Deposit (EMD)	<b>NOT APPLICABLE</b>
8.	Format for Affidavit Cum Declaration	ANNEXURE - C
9.	Affidavit of Self Certification regarding Domestic Value Addition	ANNEXURE - D
10.	Specifications and Schedule of Quantities and Rates (SOQR) :	ANNEXURE - E

In case you are interested for the above work, please submit your lowest competitive tender completed in all respect, in duplicate 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 and defined in this NIT and in the various Annexures and Sections of the TD without taking any deviations.

**THE DUE DATE OF SUBMISSION OF TD IS 01.05.2025 WITHIN 5.00 P.M.**

**Date of opening of Techno-Commercial part of Bid is 02.05.2025 AT 3.00 P.M OR LATER**

**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) split and divide the total quantity shown in the SOQR for awarding the tendered work among more than one tenderer as per our own convenience, (iii) cancel the NIT and (iv) 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.(INDIA) LTD.**

**(VISHAL KUMAR )  
RESIDENT MANAGER**

**Encl : As stated above**

## SCHEDULE OF TENDER

1.	Description of Item(s) :	“Manufacturing, Testing, Inspection, Supply and Delivery of Gate Valve & NRV for Construction of AG Floating Roof, Cone Roof (Fixed Type) - UG Tank at Jammu CUF.”
2.	Quantity (Approx) :	Gate Valve & NRV as per SOQR.
3.	Tender Type :	OPEN
4.	Tender Category :	Goods
5.	Tender Classification :	MANUFACTURING , TESTING ,SUPPLY & DELIVERY AT PROJECT SITE
6.	Tender Cost :	NIL
7.	EMD (Earnest Money Deposit) :	<p>A) EMD Waived off being Client's approved vendors mentioned in Annexure – A of NIT.</p> <p>B) For Trader(s) / Authorised Dealer(s) of approved manufacturer (s) mentioned in Annexure – A of NIT <b>Rs. 19,960.00 (RUPEES NINETEEN THOUSAND NINE HUNDRED SIXTY ONLY)</b> is payable in the form of demand draft/pay order drawn on any nationalized schedule bank with a validity of 3(Three) months from the date of issuance of NIT, in favour of BRIDGE AND ROOF CO. (INDIA) LTD., payable at Kolkata, West Bengal (no A/c payee cheque shall be considered).</p> <p>However, the <b>DGS&amp;D / MSME / NSIC / SSIC registered parties (only Manufacturer) are exempted from submission of EMD</b> amount as per the prevailing Govt. Purchase policy. <b>The party have to submit notarized copy of the valid registration certificate as manufacturer in support of this exemption along with techno-commercial part of the tender.</b></p> <p>As per letter dated 407/L/F PP Policy/21-22 dated 06.05.2022 of MSME development institute Govt. of India, Ministry of MSME, the MSE benefit under Public Procurement Policy, 2012 shall not be applicable to the registered trader(s)/distributor(s) stockist(s)</p> <p>Therefore, registered trader(s)/stockist(s)/ distributor(s) has to submit EMD otherwise offer without EMD shall be rejected.</p>
8.	Validity of Offer:	90 days from the date of opening of tender.
9.	Consignee's Address:	THE RESIDENT MANAGER, BRIDGE AND ROOF CO.(INDIA) LTD., BPCL CUF DEPOT SITE, VILL-PARGALTA & KHANNA CHARGAL, BAJALTA, JAMMU-SURINSAR ROAD, JAMMU-180017

**BIDDER'S INFORMATION SHEET**

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

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

**TECHNO-COMMERCIAL QUESTIONNAIRE SHEET**

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

SL. NO.	CHECKLIST POINTS	BIDDER'S CONFIRMATION & ACCEPTANCE
1.	CONFIRM THAT YOUR OFFER HAS BEEN SUBMITTED IN TWO PART BID SYSTEM AS PER CL.NO.3.00 OF 'ANNEXURE-B' OF NIT.	
2.	CONFIRM THAT YOU HAVE SUBMITTED NOTARIZED DECLARATION AND MSME 'DOCUMENTS'.	
3.	CONFIRM THAT ONE COPY OF COMPLETE TENDER DOCUMENT DULY STAMPED AND SIGNED HAS BEEN SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL OFFER (PART-I) AS A TOKEN OF YOUR ACCEPTANCE.	
4.	CONFIRM ACCEPTANCE OF ALL TECHNICAL SPECIFICATIONS, STANDARDS, DOCUMENTS & SCOPE OF SUPPLY AS PER TENDER ENQUIRY.	
5.	PLEASE CONFIRM THAT YOU HAVE NOT TAKEN ANY DEVIATION IN TENDER TERMS & CONDITIONS.	
6.	<b>CONFIRM YOUR ACCEPTANCE ON THE FOLLOWING CLAUSES.</b> <b><u>[ANY DEVIATION MAY LEAD TO REJECTION OF THE OFFER]</u></b>	
	a) LIQUIDATED DAMAGE (ANNEXURE-B)	
	b) GUARANTEE/ DEFECT LIABILITY PERIOD (ANNEXURE-B)	
	c) TERMS OF PAYMENT (ANNEXURE-B)	
	d) INSPECTION & TEST (ANNEXURE-B)	
	e) DELIVERY SCHEDULE (ANNEXURE-B)	
7.	<b>CONFIRM THAT YOU HAVE FILLED SEPARATE PERCENTAGE / PRICE AGAINST EACH OF THE FOLLOWING COMPONENTS, MENTIONED IN THE PRICE PART:</b>	
	a) 'PACKING & FORWARDING' CHARGE (EXCLUDING GST)	
	b) 'FREIGHT CHARGE' FOR DOOR DELIVERY (EXCLUDING GST)	
	c) 'TRANSIT INSURANCE' CHARGE (EXCLUDING GST)	
	e) 'GOODS AND SERVICE TAX [GST]'	
9.	CONFIRM THAT YOUR <b>QUOTED PRICES ARE FIRM</b> TILL COMPLETION OF CONTRACT.	
10.	CONFIRM THAT YOU HAVE SUBMITTED COPY OF 'GST REGISTRATION' CERTIFICATE.	
11.	PLEASE MENTION PLACE OF 'MANUFACTURING' AND 'DESPATCH'.	
12.	<b>PLEASE NOTE THAT OFFER WITH DEVIATION IN TENDER TERMS &amp; CONDITIONS / TECHNICAL SPECIFICATION MAY BE LIABLE FOR REJECTION.</b>	

(SIGNATURE OF BIDDER WITH STAMP)

**NAME OF CLIENT APPROVED VENDOR**

Name of Vendor for participating in the tender for “**Manufacturing, Testing, Inspection, Supply and Delivery of Gate Valve & NRV for Construction of AG Floating Roof, Cone Roof (Fixed Type) - UG Tank at Jammu CUF.**”

**NAME OF CLIENT (BPCL / PDIL) APPROVED MANUFACTUR(S) FOR PARTICIPATION IN TENDER**

1. M/s. KSB Pumps Ltd.
2. M/s. Larsen & Toubro Ltd.
3. M/s. Bharat Heavy Electricals Ltd.
4. M/s. NSSL Limited
5. M/s. Steel Strong Valves (I) Pvt.Ltd.
6. M/s. J.K.Industries
7. M/s. Oswal Industries Ltd.
8. M/s. Hawa Engineers Ltd.
9. M/s. Fluidline Valves Co.Pvt.Ltd.
10. M/s. Flow Chem Industries.

**Note :** Authorised Dealer / Trader of the above mentioned Manufacturer(s) are also allowed to participate the Tender but, only the above mentioned Manufacturer's Gate Valve shall be supplied. No other Manufacturer's Gate Valve NRV shall be accepted by B and R.

**QUALIFYING CRITERIA FOR AUTHORISED DEALER / TRADER OF THE ABOVE MENTIONED MANUFACTURER.****1. Qualifying Criteria for participation in Tender is as follows.**

- a) Bidder should submit the following documents to meet “Qualifying Criteria” as mentioned below along with Techno-commercial Part of tender (part-I) in the following manner:-  
Copy of previous Orders for supply of Busket & strainers during last 02 (two) years. Total cumulative value of these orders shall not be less than **₹5.00 Lakhs** in totality.
- b) Copy of Co's audited annual report (Balance sheet and Profit & loss account) for last 03(three) years (i.e., 2021-2022, 2022-2023 & 2023-24).
- c) The bidder must have PAN issued by Income Tax Department of India and a copy of the same has to be submitted.
- d) Photo Copy of GST Registration Certificate along with Copy of Latest Filed Monthly / Quarterly GSTR-3B Return as GST Clearance Certificate.
- e) Photo Copy of Current Income Tax Deposition Document.
- f) Constitutional Status i.e. to specify whether Proprietary or Partnership Firm etc. with Documentary Evidence.

**2.0 PURCHASE PREFERENCE TO MAKE IN INDIA (MII) :-**

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

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

## **1. DEFINITIONS:**

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

**'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order

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

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

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

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

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

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

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

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

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

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

## **3A. PURCHASE PREFERENCE :**

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

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

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

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

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

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

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

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

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

### **1. EXEMPTION OF SMALL PURCHASES:**

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

**Note: Sl. No. 3B (e) & 4 mentioned above will not be included in tenders as it is only for internal guidance / approval.**

### **2. MARGIN OF PURCHASE PREFERENCE:**

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

### **3. VERIFICATION OF LOCAL CONTENT:**

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

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

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified in tender as well as the said policy) for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. \_\_\_\_\_."

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

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

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

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

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

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

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

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

#### **ANNEXURE - 1**

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

**(Submitted on Bidder's Letter Head)**

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

Details of Vendor's authorized representative

Signature :

Name :

Stamp :

## ANNEXURE – B

### 1.00

#### **GENERAL TERMS AND CONDITIONS**

#### 1.1. DEFINITIONS AND INTERPRETATIONS

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

- 1.1.1 The '**purchaser**' shall mean Bridge & Roof Co. (India) Ltd.(BANDR) having its registered office at Kankaria Centre, 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.
- 1.1.4 The "**Supplier/Vendor**" shall mean the person(s), firm or company (hereinafter called "tenderer") whose tender has been accepted by the purchaser and includes their legal representatives, successors and permitted assignees.
- 1.1.5 The "**Project Manager/Resident Manager / Engineer-In-Charge**" shall mean the person(s) as nominated from time to time by the Purchaser to act for and on behalf of the Purchaser at the project site.
- 1.1.6 The '**Supply**' shall mean and include all material inputs and work to be executed in accordance with the order or part thereof as the case may be and shall include all extras, addition, altered or substituted works as required for the purpose of the supply order.
- 1.1.7 "**Specification**" shall mean all directions, various technical specification, provisions and requirements attached to this document/order, which pertain to the method and manner of performing the supply to the quantities and qualities thereof as may be amplified or modified by the purchaser during the performance of the order. it shall also include the latest edition including all agenda/corrigenda of relevant standard specifications and other relevant codes. in case any dispute, the decision of the 'purchaser' will be final & binding upon the suppliers.
- 1.1.8 "**Consultant**" shall mean any consultant nominated by the purchaser or by the Purchaser's Client, i.e.PDIL
- 1.1.9 '**Purchaser's Client / Owner**' mean client of Purchaser, i.e. **M/s. BPCL**
- 1.1.10 "**Project site**" shall mean the site of work for Mechanical Works at **AG FLOATING ROOF, CONE ROOF(FIXED TYPE)-UG TANK AT JAMMU CUF FOR BHARAT PETROLEUM CORPORATION LTD(BPCL).**
- 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 The Sealed Tenders are to be submitted in the manner specified in this Tender Document in a Sealed Cover marked for Resident Manager. Postal delays or any such excuses will not be entertained.

Tenderer shall be required to 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)**

3.2 **The Tender is to be submitted in Two Parts.**

- **Part – I-Technical and Commercial Unpriced Part**
- **Part – II -Priced Part**

The two separately sealed envelopes containing part-I and part –II of the bid shall be inserted in a third envelope and sealed super scribing with the tender reference, due date, etc. and marked for attention of Resident Manager.

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 your co's letter head.
3. Power of Attorney/Authorization in favour of person signing the Bid.
4. Copy of PAN card
5. Copy of GST Registration certificate.
6. Techno-commercial Questionnaire Sheet & Bidder's Information sheet duly filled, stamped & signed.
7. Process Compliance & Affidavit Cum Declaration duly executed in prescribed format.
8. Documents as per 'Bidder Qualification Criteria' clause of NIT.
9. Non Compliance / Deviation list, if any.
10. Catalogue / Technical Leaflet etc.
11. 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.**

3.3 **Priced Bid:**

Schedule Of Quantities and Rates duly filled in.

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

**The Tender shall be addressed and submitted to (Only Via India Speed Post) :**

**Bridge And Roof Co. (India) Ltd.**

**BPCL CUF Depot Site,**

**Vill-Pargalta & Khanna Chargal,**

**Bajalta, Jammu-Surinsar Road, Jammu-180017**

**Mob- +91 8899958403**

**E-mail: [commacctbpcljammu@gmail.com](mailto:commacctbpcljammu@gmail.com)**

4 **DUE DATE OF SUBMISSION:-LAST DATE OF BID SUBMISSION: 06.01.2025.**

The Technio-commercial Part of bid (mentioned in sl no.3.3 in sealed cover shall also be submitted within **06.01.2025 AT 5.00 P.M.**

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

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

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

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

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

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

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

**VALIDITY OF OFFER :**

The Tender submitted against this enquiry/tender document shall remain valid for acceptance for a period of **90 days** from the due date of receipt of tender.

The Tenderer/Vendor shall not be entitled before the said **90 days** without **BANDR**'s consent in writing to revoke or cancel his tender given or any terms thereof.

**DELETED**

8 **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% per week** of delay subject to **maximum 5% of the total value** of undelivered portion of the order without 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):-**

**A) EMD Waived off being Client's approved vendors mentioned in Annexure – A of NIT.**

**B) For Trader(s) / Authorised Dealer(s) of approved manufacturer (s) mentioned in Annexure – A of NIT Rs. 19,960.00 (RUPEES NINETEEN THOUSAND NINE HUNDRED SIXTY ONLY)** is payable in the form of demand draft/pay order/ BG drawn on any nationalized schedule bank with a validity of 3(three) months from the date of issuance of NIT, in favour of **BRIDGE AND ROOF CO. (INDIA) LTD.**, payable at Kolkata, West Bengal (no A/c payee cheque shall be considered).

However, the **DGS&D / MSME / NSIC / SSIC registered parties (only Manufacturer) are exempted from submission of EMD** amount as per the prevailing Govt. Purchase policy. **The party have to submit notarized copy of the valid registration certificate as manufacturer in support of this exemption along with techno-commercial part of the tender.**

**As per letter dated 407/L/F PP Policy/21-22 dated 06.05.2022 of MSME development institute Govt of India,**

**Ministry of MSME, the MSE benefit under Public Procurement Policy, 2012 shall not be applicable to the registered trader(s)/distributor(s) stockist(s)**

**Therefore registered trader(s)/stockist(s)/ distributor(s) has to submit EMD otherwise offer without EMD shall be rejected.**

10. **FIRM PRICE**

Total price shall remain firm till the completion of Work at B and R's **Manufacturing, Testing, Third Party Inspection as per Approved QAP, Supply and Delivery of Gate Valve & NRV as per Terms & Conditions, Specifications given in the Tender Documents for Construction of AG Floating Roof, Cone Roof (Fixed Type) – UG Tank at BPCL – CUF Depot Project Site, Bajalta, Jammu, Jammu & Kashmir** India basis & shall not attract any escalation due to any reasons whatsoever.

**RATES / PRICES SHALL BE QUOTED IN INDIAN RUPEE.**

11. **TAXES & DUTIES**

**Goods & Service Tax(GST):-**

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

The Tendered / Bidder must have registration with the GST Authority. The GST as legally leviable & payable by the bidder under the provision of applicable law / act shall be paid by B and R as per bidder's bill. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in Invoice and also submit proper Tax Invoice as per section 31 of CGST Act and Rule 46 OF CGST Rule, 2017 to get input tax credit by B and R. 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 B and R. You shall place requirement of necessary Road Permit/ e-Way Bill upon readiness of despatch along with Transporter's details (i.e. Address; From & To; Total distance in KM; LR No & Date; Driver's Name & License No., issued from; Vehicle No.; Vehicle type; Vehicle Owner's name & address; Nature of Transaction; Value including GST; HSN Code of material etc.), Invoice mentioning consignment value, GSTIN from you end, along with the Inspection Clearance prior to dispatch of material **to Resident Manager at our Manufacturing, Testing, Third Party Inspection as per Approved QAP, Supply and Delivery of Gate Valve as per Terms & Conditions, Specifications given in the Tender Documents for Construction of AG Floating Roof, Cone Roof (Fixed Type) – UG Tank at BPCL – CUF Depot Project Site, Bajalta, Jammu, Jammu & Kashmir. 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**

12. The supplier shall be solely responsible for safe delivery of all materials under the order and shall take necessary insurance policy 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 materials during supply, the 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 60 (Sixty) Days from the date of received of Approved DATASHEET /QAP / Drawing and Manufacturing Clearance.**

- 14 **CONSIGNEE'S ADDRESS:-** **Billing Address:-**  
**Place of Supply / Consignee's Address:-** BRIDGE AND ROOF CO.(INDIA) LTD.,  
 RESIDENT MANAGER 3RD FLOOR, H NO 38/D, HOME SWEET APARTMENT,  
 BRIDGE AND ROOF CO.(INDIA) LTD., NH 1/A BY PASS ROAD, GATE NO 5, CHANNI HIMMAT,  
 BPCL CUF DEPOT SITE, JAMMU, JAMMU AND KASHMIR, 180015  
 VILL-PARGALTA & KHANNA CHARGAL, BANDR GSTIN: 01AABCB3166E1ZD  
 BAJALTA, JAMMU-SURINSAR ROAD, JAMMU & BANDR PAN No.: AABCB3166E  
 KASHMIR-180017 State: Jammu & Kashmir, State Code: 01
- 15 **PACKING, FORWARDING CHARGE:**  
 The Supplier shall despatch the materials in properly packed condition to ensure that there is no damage to the materials during loading/unloading/storing and transportation. Bidder shall quote price for '**Packing and Forwarding**' charges as per SOQR for delivery of materials to consignee's address on '**Door Delivery**' basis.  
**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. Bidder shall quote Freight charges without GST.
- 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:**  
 All materials shall be supplied strictly in accordance with the specification, sizes, quantities stated in the order/tender. no deviation from such specification or alternations of these conditions shall be made without the written consent of the purchaser. the comprehensive warranty period (defect liability period), i.e. including all preventive and breakdown maintenance spares and all services, shall be **within 12 (twelve) months from the date of commissioning or 18 (eighteen) months from the date of last supply, whichever is earlier**, during which time the contractor is bound by the guarantee clause given above. the above guarantee / warrantee (defect liability period) will be without prejudice to the certificate of inspection by third party inspection agency or materials receipt note issued by the site- in-charge in respect of the equipment. during warranty period all the charges of spare parts, visits, consumables and any other charges has to bear by vendor. vendor has to maintain the entire system without any extra cost to BPCL the above guarantee / warrantee (defect liability period) will be without prejudice to the certificate of inspection by third party inspection agency or materials receipt note issued by the site- in-charge in respect of the equipment. During guarantee / warrantee (defect liability) period all the charges of the spare parts, visits, consumables and any other charges shall be borne by vendor. vendor shall maintain the entire system without any extra cost to BandR.
- 19 **TERMS OF PAYMENT:**  
 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 :  
 (i) **100% Payment shall be made within 30 Days** against receipt of materials at site in good condition and submission of documents in duplicate viz. commercial invoice , challan duly signed by BANDR representative project site for satisfactory receipt of materials, packing list, test certificates, guarantee certificate, copy of SPBG, inspection certificates / inspection release note duly endorsed by TPIA, transit insurance certificate etc. However payment shall be made after getting corresponding payment from BANDR's Client (BPCL).
- 20 **Inspection and Testing :**  
 (a) All materials shall be inspected by any of BPCL's / PDIL's approved third party inspection agency (viz. **1. SGS India Pvt. Ltd., 2. Germanischer Lloyds Industrial Services Pvt. Ltd., 3. Indian Register of Shipping, 4. Det Norske Veritas, 5. Lloyds Register Industrial Services Pvt. Ltd., 6. Tata Projects Limited, 7. Engineers India Limited, 8. Projects & Development India Ltd., 9. UL India Pvt. Ltd., 10. MECONS Engineers, 11. Rites Ltd. and 12. Intertek Testing Services India Pvt. Ltd.**) as per approved QAP, Datasheets, drawings etc.. Engagement of approved third party inspection agency (TPIA) shall be in bidder's scope and bidder shall consider/quote against TPI charges in SOQR.
- (b) Supplier is to submit their 'QAP', 'Data sheet', 'Drawing' etc. for our approval within 10 days after receipt of LOI / PO.

- (c) **Data sheets, Drawings, QAP etc. of the successful bidder(s) shall be forwarded to M/s PDIL during post order stage and supplier shall incorporate the comments of PDIL/BPCL (if any) without any extra cost implication to BANDR.**
- (d) 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
- (e) TPIA /BANDR /PDIL/BPCL 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.
- (f) 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 TPIA /PDIL /BANDR without any extra cost.
- (g) Even if inspection and / or tests are fully carried out at the supplier's works by the 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 /TPIA /PDIL/BPCL shall be free to point out any defect till the guarantee period is over.
- (h) All tests certificates for raw materials and finish 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.
- (i) **All documents shall be reviewed by BANDR /PDIL/BPCL for final acceptance. Dispatch of the materials shall be made only on receipt of material Inspection certificate cum Release note from the TPIA.**

## 21 Drawings & Documents:

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

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

### **As Built Documents:-**

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

- (a) Manufacturing Test Certificates and Inspection Report
- (b) Inspection Certificate-Cum-Release Note by TPIA.
- (c) Approved copy of Quality Assurance Plan.
- (e) Guarantee Certificate

## 22 **EVALUATION OF THE OFFERS:-AS PER TENDER / NIT.**

### **Termination/Cancellation of Purchase Order :-**

- 23 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** : ordered quantity may vary up to  $\pm 25\%$ .

28. **Arbitration and Conciliation:**

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

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

**Resolution of Dispute through Conciliation :-**

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

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

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

**Resolution of Dispute through Arbitration :-**

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

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

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

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

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

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

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

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

**AFFIDAVIT CUM DECLARATION**

(To be printed on a 100 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)
3. That ABC, being a Micro/Small/Medium Enterprise under MSMED Act, 2006 or Small Scale Industry or Enterprise registered under NSIC is entitled to claim exemption from deposit of Tender Fee and Earnest Money for the Tender put under notice by Bridge and Roof Co.(I) Limited, having their office at 2/1 Russel Street, Kolkata- 700071 (hereinafter referred to as the Company/BANDR) i.e. : Tender No..... for .....(name of the Project)
4. That all documents of Bid submitted by ABC before the Company/BANDR related to their registration, business activities, credentials and expertise are copies of original certificates and/or documents obtained on production of valid documents and facts.
5. That all the above representation and information disclosed in para 1 to 4 are correct and true to my knowledge and nothing material has been concealed. In case any documents or information are found to be false or forged, the bid submitted by ABC or any Job Order awarded to ABC shall be liable to cancelled by BANDR and ABC shall be liable to indemnify BANDR against the risk, cost and damage which the latter may suffer due to such acts of ABC.

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

\_\_\_\_\_  
(Name)  
**Authorised Representative  
(DEPONENT)**

**VERIFICATION**

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

Verified at ..... on this..... day of .....

\_\_\_\_\_  
(Name)  
**Authorised Representative  
(DEPONENT)**

(Signature of Notary Public)

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date :**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_

\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: \_\_\_\_\_.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

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

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That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. \_\_\_\_\_ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

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

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

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

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

Insert Name, Designation and Contact No.

Ref. No. BANDR/71142/NRV GATE VALVE/ENQ/76 DATE : 17-04-2025

'PART –II'

**Specification and Schedule of Quantities & Rates (SOQR)**

Sl. No.	Item Description	Quantity	Unit	Rate	Total Amount (in Rs.)
A	Manufacturing, Testing, Third Party Inspection as per Approved QAP, Supply and Delivery of <b>GATE VALVE AND NRV</b> as per Terms & Conditions, Specifications given in the Tender Documents for Construction of AG Floating Roof, Cone Roof (Fixed Type) – UG Tank at BPCL – CUF Depot Project Site, Bajalta, Jammu, Jammu & Kashmir.				
1	1 " GATE VALVE; BODY:- FORGED ASTM A105; BONNET TOBODY CONNECTION:- BOLTED; HANDWHEEL:- NON-RISING;STEM:- RISING; STANDARD:- API 602; RATING:-800#; ENDS :THREADED(NTP); BONNET:- ASTM A105; STEM:- 13% Cr.; BODYSEAT RING:- A182 Gr.F6a/AISI 410, STELLITED; GATE:- A182Gr.F6a/AISI 410; STEM AND YOKE TYPE:- OS & Y; GATE TYPE:-WSS; HAND WHEEL:-MALLEABLE IRON/DUCTILE IRON	Nos.	133		
2.	1" NRV; Body:- Forged, ASTM 105, Cover:- ASTM 105,Dis/Piston:- Stell/TED, Body Seat Ring:- Stell/TED, Body to body connection:- Bolted, Seat Ring:- Renewable, Type of Disc:- Lift check type, Cover stud bolt:- ASTM A193 GRB7, Galv, Cover Nut:- ASTM A194 GR2H GALV, Cover gasket:- SP wound SS316L- grafoil filler	Nos.	126		
I.	<b>TOTAL BASIC PRICE</b>				
II.	Packing & Forwarding Charges				
III.	Freight Charges excluding GST				
IV.	Transit Insurance Charges excluding GST				
V.	TPIA Charges excluding GST (If any)				
VI.	<b>TOTAL PRICE [I+II+III+IV+V]</b>				
VII	<b>GST on I, II, III, IV &amp; V extra which is applicable</b>				
a.	IGST				
B	CGST				
c.	SGST				
	<b>Total Price C.I.F. BANDR's BPCL CUF Depot Site, Jammu- 180017 [Including GST]</b>				

(SIGNATURE OF BIDDER WITH STAMP)