

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bridge And Roof Company (india) Limited
Office Name/कार्यालय का नाम	Office
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	Dry Transformer as per SOQR SI No A.1 , Dry Transformer as per SOQR SI No A.2 , Packing and Forwarding Charges as per SOQR SI No A.3 , Freight Charges as per SOQR SI No A.4 , Transit Insurance Charges as per SOQR SI No A.5 , TPIA Charges as per SOQR SI No A.6
BOQ Title/बीओक्यू शीर्षक	DRY TRANSFORMER
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Dry Transformer as per SOQR SI No A.1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**

No

Evaluation Method/मूल्यांकन पद्धति

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

No

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Dry Transformer As Per SOQR SI No A.1**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sourav Chakraborty	734434, BRIDGE AND ROOF COMPANY (INDIA) LIMITED NRL SILIGURI MARKETING TERMINAL SILIGURI	1	120

Dry Transformer As Per SOQR SI No A.2

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sourav Chakraborty	734434, BRIDGE AND ROOF COMPANY (INDIA) LIMITED NRL SILIGURI MARKETING TERMINAL SILIGURI	1	120

Packing And Forwarding Charges As Per SOQR SI No A.3

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sourav Chakraborty	734434, BRIDGE AND ROOF COMPANY (INDIA) LIMITED NRL SILIGURI MARKETING TERMINAL SILIGURI	1	120

Freight Charges As Per SOQR SI No A.4

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sourav Chakraborty	734434,BRIDGE AND ROOF COMPANY (INDIA) LIMITED NRL SILIGURI MARKETING TERMINAL SILIGURI	1	120

Transit Insurance Charges As Per SOQR SI No A.5**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sourav Chakraborty	734434,BRIDGE AND ROOF COMPANY (INDIA) LIMITED NRL SILIGURI MARKETING TERMINAL SILIGURI	1	120

TPIA Charges As Per SOQR SI No A.6**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sourav Chakraborty	734434, BRIDGE AND ROOF COMPANY (INDIA) LIMITED NRL SILIGURI MARKETING TERMINAL SILIGURI	1	120

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

<p style="text-align: center;">Bridge and Roof Co. (India) Limited</p> <p style="text-align: center;">(A Government of India Enterprise)</p> <p style="text-align: center;">Kankaria Centre (5h Floor),</p> <p style="text-align: center;">2/1, Russel Street, Kolkata – 700 071.</p> <p style="text-align: center;">CIN : U27310WB1920GOI003601</p> <p style="text-align: center;">Phone No.(91) (033) 2217-2108/2274/2275/2276</p> <p style="text-align: center;">2217-4053/4054/4056/4469 to 73</p> <p style="text-align: center;">Fax: (91) (033) 2217-2106/2217-4519</p> <p style="text-align: center;">E-mail: commercial@bridgeroof.co.in</p> <p style="text-align: center;">Website: http://www.bridgeroof.co.in</p>	
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NOTICE INVITING TENDER (NIT)

MAT(P) / ERE / 71144 / NRL - SILIGURI / DRY TRANSFORMER / 01 DATED : 23.05.2024

“Online” Bid(S) / Offer(s) in Two - Part System are Invited by Bridge and Roof Co. (India) Limited through GeM Portal for MANUFACTURING, TESTING, THIRD PARTY INSPECTION AS PER APPROVED QAP, SUPPLY AND DELIVERY OF DRY TYPE TRANSFORMER WITH ACCESSORIES PERTAINING TO COMPOSITE WORKS FOR SMT AUGMENTATION PROJECT, NRL, SILIGURI, DARJEELING - 734434, WEST BENGAL.

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

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

Reject or accept or cancel any or all Tenders received against this NIT, (ii) Cancel the NIT and (iv) Issue

a fresh Tenders at our sole discretion without assigning any reasons whatsoever thereof and our decision in this regard shall be final and binding upon supplier and no correspondences/ communications in this regard shall be entertained by us (BANDR).

A.0	<u>TENDER DOCUMENT (TD) :-</u>	
1.	Bidder's Information Sheet :	ANNEXURE - I
2.	Techno-Commercial Questionnaire Sheet :	ANNEXURE - II
3.	Qualifying Criteria :	NOT APPLICABLE
4.	General Guidance / Instructions to Tenderer :	ANNEXURE - A
5.	Terms and Conditions :	ANNEXURE - B
6.	Technical Specifications / Drawings / Documents, Scope of work (Appendix-A) :	ANNEXURE - C
7.	Format for Security-cum-Performance Bank Guarantee (SPBG)	ANNEXURE - D
8.	Format for Bank Guarantee in lieu of Earnest Money Deposit (EMD)	NOT APPLICABLE
9.	Format for Affidavit Cum Declaration	ANNEXURE - F
10.	Format for Input Tax Credit	ANNEXURE - G
11.	Format for Integrity Pact	NOT APPLICABLE
12.	Specifications and Schedule of Quantities and Rates (SOQR) :	'B.O.Q'

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

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

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

SCHEDULE OF TENDER

1.	Description of Item(s) :	MANUFACTURING, TESTING, THIRD PARTY INSPECTION AS PER APPROVED QAP, SUPPLY AND DELIVERY OF DRY TYPE TRANSFORMER WITH ACCESSORIES PERTAINING TO COMPOSITE WORKS FOR SMT AUGMENTATION PROJECT, NRL, SILIGURI, DARJEELING - 734434, WEST BENGAL
2.	Quantity (Approx) :	<u>[AS PER PART - II Specification and Schedule of Quantities & Rates (SOQR)].</u>
3.	Tender Type :	LIMITED
4.	Tender Category :	Goods
5.	Tender Classification :	MANUFACTURING , TESTING ,SUPPLY & DELIVERY AT PROJECT SITE.
6.	Mode of submission of Bids :	Online through GeM (Govt. e-Market Place) Portal: _https://gem.gov.in only
7.	Tender Cost :	NIL
8.	EMD (Earnest Money Deposit) :	NOT APPLICABLE

9.	Validity of Offer :	180 days from the date of opening of tender.
10.	Consignee's Address :	THE ENGINEER IN CHARGE, BRIDGE AND ROOF CO. INDIA LTD NRL - MARKETING TERMINAL, SILIGURI, DARJEELING, WEST BENGAL, PIN - 734434.

For BRIDGE AND ROOF CO. (INDIA) LTD.

(M TEWARI)

DY. GENERAL MANAGER (COMMERCIAL) -II

ANNEXURE - I

BIDDER'S INFORMATION SHEET

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

1.	NAME OF THE COMPANY / FIRM	:	
2.	COMMUNICATION ADDRESS	:	
a.	TELEPHONE NO.	:	
b.	FAX NO.	:	
c.	E-MAIL ID.	:	

d.	CONTACT PERSON WITH MOBILE NO. & MAIL -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 UP TO - iv) UAM No. -
5.	PLEASE SUBMIT NOTARIZED COPY OF THE AFFIDAVIT CUM DECLARATION AS PER 'ANNEXURE - F' - [FOR DGS&D / NSIC / MSME REGISTERED PARTIES ONLY]	:	SUBMITTED / NOT SUBMITTED WHETHER NOTARIZED : 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. -		

ANNEXURE - II

TECHNO-COMMERCIAL QUESTIONNAIRE SHEET

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

SL. NO.	CHECK LIST POINTS	BIDDER'S CONFIRMATION & ACCEPTANCE
1.	CONFIRM THAT YOU HAVE UPLOADED YOUR OFFER ONLINE IN 'TWO PART BID SYSTEM' AS PER CL. NO. 3.00 OF 'ANNEXURE - B' OF NIT.	
2.	CONFIRM THAT YOU HAVE SUBMITTED NOTORIZED DECLARATION AND MSME 'DOCUMENTS'.	
3.	CONFIRM THAT ONE SET OF COMPLETE TENDER DOCUMENT DULY STAMPED AND SIGNED HAS BEEN UPLOADED ALONGWITH THE TECHNO-COMMERCIAL OFFER (PART-I) I) AS A TOKEN OF YOUR ACCEPTANCE.	
4.	CONFIRM ACCEPTANCE OF ALL TECHNICAL SPECIFICATIONS, STANDARDS, DOCUMENTS & SCOPE OF SUPPLY AS PER TENDER ENQUIRY.	
5.	PLEASE CONFIRM THAT YOU HAVE NOT TAKEN ANY DEVIATION IN TENDER TERMS & CONDITIONS.	
6.	CONFIRM YOUR ACCEPTANCE ON THE FOLLOWING CLAUSES. <u>[ANY DEVIATION MAY LEAD TO REJECTION OF THE OFFER]</u>	
a)	SECURITY-CUM- PERFORMANCE GUARANTEE (ANNEXURE - B)	
b)	LIQUIDATED DAMAGE (ANNEXURE - B)	
c)	GUARANTEE/DEFECT LIABILITY PERIOD (ANNEXURE -B)	

	d)	TERMS OF PAYMENT (ANNEXURE – B)	
	e)	INSPECTION & TEST (ANNEXURE – B)	
	f)	DELIVERY SCHEDULE (ANNEXURE – B)	
7.	CONFIRM THAT YOU HAVE QUOTED/SPECIFIED PRICE / RATE AGAINST EACH OF THE FOLLOWING COMPONENTS, AS MENTIONED IN SOQR :		
a)	‘PACKING & FORWARDING’ CHARGE (EXCLUDING GST)		INCLUDED
b)	‘FREIGHT CHARGE’ FOR DOOR DELIVERY (EXCLUDING GST)		INCLUDED
c)	‘TRANSIT INSURANCE’ CHARGE (EXCLUDING GST)		INCLUDED
e)	‘GOODS AND SERVICE TAX [GST]’		
8.	PLEASE NOTE THAT YOU HAVE TO SPECIFY FIRM PRICE AGAINST THE ABOVE COMPONENTS IN BOQ/PRICE PART. BLANK FIELD(S) IN UPLOADED ‘BOQ SHEET’ WILL INDICATE THAT THE SAME IS/ARE EITHER ‘NOT APPLICABLE’ OR ‘INCLUDED’ IN QUOTED PRICE OR TO BIDDER’S ACCOUNT.		
9.	CONFIRM THAT YOUR QUOTED PRICES ARE FIRM TILL COMPLETION OF CONTRACT.		
10.	CONFIRM THAT YOU HAVE SUBMITTED COPY OF ‘GST REGISTRATION’ CERTIFICATE.		
11.	PLEASE MENTION PLACE OF ‘MANUFACTURING’ AND ‘DESPATCH’ .		
12.	PLEASE NOTE THAT OFFER WITH DEVIATION IN TENDER TERMS & CONDITIONS /TECHNICAL SPECIFICATION MAY BE LIABLE FOR REJECTION.		

(SIGNATURE OF BIDDER WITH STAMP)

ANNEXURE - A

NAME OF CLIENT APPROVED VENDOR

Name of Vendor for participating in the tender for **“Manufacturing, Testing, Third Party**

Inspection as per Approved QAP, Supply and Delivery of Dry Type transformer with accessories including Nuts & Bolts etc. As per EIL standard specification pertaining to Composite Works for SMT Augmentation Project, NRL, Siliguri, Darjeeling - 734434, West Bengal."

1. NAME OF CLIENT APPROVED MANUFACTURE'S FOR PARTICIPATION IN TENDER.

CLIENT'S (NRL / EIL) MANUFACTURER IN INDIA

1. M/s Gujarat Plug-In Devices Pvt. Ltd.
2. M/s Indcoil Transformers Pvt. Ltd.
3. M/s Automatic Electric Ltd.
4. M/s Voltamp Transformers Ltd.

[ONLY INDIAN MANUFACTURER(S) MENTIONED ABOVE APPROVED BY EIL ARE ONLY ALLOWED TO PARTICIPATE IN TENDER. NO OTHER MANUFACTURER(S), TRADER(S), DISTRIBUTOR(S) OFFER/BID SHALL BE ACCEPTED.]

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 'No

n-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-paragraphs above.

1. EXEMPTION OF SMALL PURCHASES:

Procurements where the estimated value to be procured is less than Rs. 5.00 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

2. MARGIN OF PURCHASE PREFERENCE:

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

3. VERIFICATION OF LOCAL CONTENT:

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

In this connection, such bidders shall furnish following undertaking

from the manufacturer(s) on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract :

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

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

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

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

against the tender No. _____ by M/s _____ (Name of the bidder)."

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

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

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

5. IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH HIGH 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

f Finance), relevant declaration format is enclosed as Annexure -1.

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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 subcontracting 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 subcontract 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 :

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ANNEXURE - B

SHEET 1 OF 8

1.00 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS AND INTERPRETATIONS

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

- 1.1.1 The `**purchaser**` shall mean Bridge & Roof Co. (India) Ltd.(BANDR) having its registered office at Kankaria Centre, 5th floor, 2/1, Russel Street, Kolkata-700071.
- 1.1.2 The `**Tender/ Offer**` shall mean the proposal submitted by the tenderer / Bidder in response to Purchaser's Notice of Invitation to this Tender (NIT).
- 1.1.3 The `**Chairman-Cum-Managing Director**` shall mean the Chairman-Cum-Managing Director, Bridge and Roof Co. (India) Ltd.
- 1.1.4 The `**Supplier/Vendor**` shall mean the person(s), firm or company (hereinafter called "tenderer") whose tender has been accepted by the purchaser and includes their legal representatives, successors and permitted assignees.
- 1.1.5 The `**Project Manager/Resident Manager / Engineer-In-Charge**` shall mean the person(s) as nominated from time to time by the Purchaser to act for and on behalf of the Purchaser at the project site.
- 1.1.6 The `**Supply**` shall mean and include all material inputs and work to be executed in accordance with the order or part thereof as the case may be and shall include all extras, addition, altered or substituted works as required for the purpose of the supply order.

- 1.1.7 **“Specification”** shall mean all directions, various technical specification, provisions and requirements attached to this document/order, which pertain to the method and manner of performing the supply to the quantities and qualities thereof as may be amplified or modified by the purchaser during the performance of the order. it shall also include the latest edition including all agenda/corrigenda of relevant standard specifications and other relevant codes. in case any dispute, the decision of the `purchaser' will be final & binding upon the suppliers.
- 1.1.8 **“Consultant”** shall mean any consultant nominated by the purchaser or by the Purchaser's Client, i.e. **M/s. EIL**
- 1.1.9 **'Purchaser's Client / Owner'** mean client of Purchaser, i.e. **M/s. Numaligarh Refinery Limited (NRL) at Siliguri, WB.**
- 1.1.10 **“Project site”** shall mean the site of work for Composite Works or SMT Augmentation Project of Numaligarh Refinery Limited (NRL) at Siliguri, WB.
- 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

ANNEXURE-B

SHEET 2 OF 8

2.00 **INSTRUCTION TO TENDERER**

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

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

3.00 **SUBMISSION OF TENDER**

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

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

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

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

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

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

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

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

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

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

1. One set of the Tender Documents duly signed & stamped on each page.
2. Covering letter in your co's letter head.
3. Power of Attorney/Authorization in favour of person signing the Bid.
4. Techno-commercial Questionnaire Sheet & Bidder's Information sheet duly filled, stamped & signed.
5. Process Compliance & Affidavit Cum Declaration duly executed in prescribed format.
6. Documents as per 'Bidder Qualification Criteria' clause of NIT. (Not Applicable for this Tender)
7. Non Compliance / Deviation list, if any.
8. Catalogue / Technical Leaflet etc.
9. Unpriced copy of Price Bid / SOQR duly mentioning as '**quoted**' against each component (Part – II).

Incomplete documentation may be liable for rejection of the bid.

ANNEXURE-B
SHEET 3 OF 8

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

Priced Bid :

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

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

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

4 **DUE DATE OF SUBMISSION :-LAST DATE OF BID SUBMISSION IN GEM: 06.06.2024.**

The Techno-commercial Part of bid (mentioned in SL. No. 3.3) in sealed cover shall also be submitted before **05.06.2024.**

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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** /EIL /NRL, 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 **180 days** from the due date of receipt of tender.

6

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

SECURITY-CUM-PERFORMANCE BANK GUARANTEE (SPBG)

7

As security for proper and faithful fulfillment of the obligation under the order the supplier shall furnish to the purchaser a Security Deposit Cum Performance Guarantee equal to **03% (Three) of the total order value** excluding GST by Bank Draft payable to Bridge and Roof Co. (India) Ltd., payable at Kolkata, India or in the Form of a Bank Guarantee as per BANDR's prescribed format (enclosed) from a Nationalized / Scheduled Bank in India within 15(fifteen) days from the date of receipt of P.O. The Bank Guarantee should be valid till end of Guarantee Period/Defect Liability period.

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

**ANNEXURE-B
SHEET 4 OF 8**

LIQUIDATED DAMAGE(LD) :

- 8 If you fail to deliver the materials within the time schedule mutually agreed upon as specified in the order, then BANDR. at their sole discretion

Shall recover from supplier an amount as **Liquidated Damage @ 0.50 % 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) - NOT APPLICABLE**

10. **FIRM PRICE**

Total price shall remain firm till the completion of supply at BANDR's Crude Oil Import Terminal (COIT) project of Numaligarh Refinery Limited (NRL) at Siliguri, West Bengal, 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 BANDR as per bidder's bill. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in Invoice and also submit proper Tax Invoice as per section 31 of CGST Act and Rule 46 OF CGST Rule, 2017 to get input tax credit by BANDR. If the Input Tax Credit is disallowed by authority due to any reason attributable to bidder, the same shall be recovered from Bidder's bill. The bidder shall also have to submit the relevant documents w.r.t. GST Registration and mentioning HSN / SAC Code to be applicable on the Items / materials, alongwith the Techno-commercial part of offer.

Road Permit / e-Way Bill (if required), shall be arranged by BANDR. You shall place requirement of necessary Road Permit/ e-Way Bill upon readiness of dispatch along with Transporter's details (i.e. Address; From & To; Total distance in KM; LR No & Date; Driver's Name & License No., issued from; Vehicle No.; Vehicle type; Vehicle Owner's name & address; Nature of Transaction; Value including GST; HSN Code of material etc.), Invoice mentioning consignment value, GSTIN from you end, along with the Inspection Clearance prior to dispatch of material **to Head (SUB - IV) Crude Oil Import Terminal (COIT) project of Numaligarh Refinery Limited (NRL) at Siliguri, WB. However, agency may opt for generate e-way bill from supplier 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 **110 % value** covering all risks during transit. **The cost of Transit Insurance shall be included in the quoted price.**

In case of any damage, loss, pilferage etc. of 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 **04 (Four) Months** from the date of received of Approved QAP, Datasheet and Manufacturing Clearance.

14	CONSIGNEE'S ADDRESS:-	<u>BILLING ADDRESS:-</u>
	<u>Place of Supply / Consignee's Address:-</u>	-
	THE ENGINEER IN CHARGE,	BRIDGE AND ROOF CO. (INDIA) LTD.,
	BRIDGE AND ROOF CO. INDIA LTD	KANKARIA CENTER, 5TH FLOOR,
	NRL - MARKETING TERMINAL,	2/1, RUSSEL STREET,
	SILIGURI, DARJEELING, WEST BENGAL,	KOLKATA - 700071, WEST BENGAL.
	PIN - 734434.	GSTIN:19AABCB3166E1ZW
		STATE CODE: 19

PACKING, FORWARDING CHARGE:

15

The Supplier shall dispatch the materials at consignee's address properly in roadworthy packing as applicable to ensure that there is no damage to the materials during loading/unloading / storing and transportation. **The price(s) shall be included in the quoted price .**

Freight Charges:-

16 Supplier shall delivered the materials at Place of supply / consignee's address on 'door delivery' basis and Freight Charges shall be shown separately in the Invoice excluding GST on Freight charges. **Freight charges shall be included in the quoted price.**

17. **MODE OF DESPATCH**

All materials shall be delivered within time to the consignee's address specified in clause no. 14 by road on "Door delivery basis".

18 **WARRANTY/DEFECT LIABILITY PERIOD:**

Supplier shall fully guarantee that the materials supplied by them shall perform strictly in accordance with the specifications and to be free of all defects in respect of materials and workmanship, etc. Should any material not perform as intended or should materials and workmanship prove defective within **12 (twelve) months** from the date of last supply.

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 **45 (Forty Five) 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.

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ANNEXURE-A

SHEET 6 OF 8

20. **Inspection and Testing :**

- (a) All materials shall be inspected by any of EIL's approved third party inspection agency (viz. **SGSIPL / TUV-SUD / TUV - INDIA / TUV - RHEINLAND / BVIPL / CEIL / ISSPL / LRMIS / VCS**) 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 BOQ.
- (b) Supplier is to submit their 'QAP', 'Data sheet', 'Drawing' etc. in line to our technical documents enclosed in 'Annexure-G' of NIT 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 EIL during post order stage and supplier shall incorporate the comments of EIL (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 /EIL 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 /EIL /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 /EIL/NRL 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 EIL / NRL 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 EIL / NRL / BandR

As Built Documents:-

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

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

23 Termination/Cancellation of Purchase Order :-

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

22. EVALUATION OF THE OFFERS:-As per Tender

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ANNEXURE-A

SHEET 7 OF 8

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 whatsoever.

26 **Quantity Variation**

Not Applicable.

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27 **Integrity Pack:** Not Applicable.

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.

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ANNEXURE-A

SHEET 8 OF 8

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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

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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.

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

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

ANNEXURE - C

TECHNICAL SPECIFICATION & DRAWINGS/DOCUMENTS

SL. No.	DESCRIPTION	DOCUMENT REF. NO.
01	Specification for Dry Type Lighting Transformer	6-51-0042 Rev.5 (07 Pages)

02	Dry Type Transformer Datasheet	B302-000-16-50-DS-3001 Rev. C (04 Pages)
03	Specification for Field Inspection, Testing and Commissioning of Electrical Installations	6-51-0087 Rev.4 (01 Page)
04	Vendor Data Requirements	B302-000-16-50-DS-3001 Rev. C (02 Pages)
05	Inspection and Test Plan for Dry Type Lighting Transformer	6-81-1042 Rev.3 (06 Pages)

ANNEXURE - D

BRIDGE AND ROOF CO. (INDIA) LTD.

(A GOVT. OF INDIA ENTERPRISE)

KANKARIA CENTRE, 2/1, RUSSEL STREET,
5TH FLOOR, KOLKATA-700071.

PROFORMA OF BANK GUARANTEE TOWARDS

SECURITY CUM PERFORMANCE GUARANTEE

(On Non-judicial paper of appropriate value)

THIS DEED OF GUARANTEE made this _____ day of _____

_____ by _____

(Name of Bank)

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

WHEREAS Messrs _____ having its Registered Office at _____

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

dated _____ by the Purchaser for _____

on the Terms & Conditions set forth in the said order dated _____

The conditions of order provide inter alia that the supplier shall pay to Purchaser a sum of

Rs./US _____ Dollar _____ (Rupees/US _____ Dollar _____) being

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

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

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

3. The Purchaser's right to recover the said sum of Rs./US Dollar _____ (Rupees/US Dollar _____ only) from the Bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute(s) are pending before any officer, Tribunal or Court or Arbitrator(s)/Umpire.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said supplier but shall in all respects and for all purposes be binding and operative until full payment is received by purchaser as if this is a continuing guarantee to secure purchaser's ultimate dues in the above mentioned premises.
5. We the Bank have power to issue this guarantee in purchaser's favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.
6. The Bank will have no right of subrogation against the supplier unless all dues of the purchaser as aforesaid are paid in full. Bank do hereby waive their rights of surety ship which are inconsistent with all or any provisions hereof.
7. The Purchaser will be at liberty to alter the terms & conditions of the said order and/or to take any other security/guarantee/promissory notes from the supplier or others which will not affect/vitiate/discharge this guarantee issued by the Bank.
8. This guarantee will bind our successors and assigns and will remain operative irrespective of any change in the constitution of the Bank and/or the supplier.
9. Notwithstanding anything contained hereinbefore the Bank's liability under this guarantee will be restricted to Rs./US \$ _____ (Rupees/US Dollar _____ only) and this guarantee shall remain in force until _____ and unless a claim to enforce the guarantee is filed with the Bank within one month from _____ (which is the date of expiry of guarantee) all rights of purchaser under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under.

Bank
by its constituted attorney

Signature of a person duly

Authorized to sign on behalf

of the Bank.

ANNEXURE - E

AFFIDAVIT CUM DECLARATION

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

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

1. That ABC is a Micro/Small/Medium Enterprise (*choose the correct option*) and is registered under the Micro, Small and Medium Enterprises Development Act, 2006(hereinafter referred to as the MSMED Act) /National Small Industries Corporation (NSIC) / SSI and has its registered office at
2. That ABC avails all benefits under the said Act or NSIC as applicable and complies with all statutory formalities from time to time and has never been in default in this regard. (*State the correct status of MSME mentioning stage of Part I and Part II in case the registration of MSME is in process as per relevant Act or registration under NSIC as applicable*)
3. That ABC, being a Micro/Small/Medium Enterprise under MSMED Act, 2006 or Small Scale Industry or Enterprise registered under NSIC is entitled to claim exemption from deposit of Tender Fee and Earnest Money for the Tender put under notice by Bridge & Roof Co.(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

RATION 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)

—

—

ANNEXURE - F

Format for INPUT TAX CREDIT

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to Bridge and Roof Co. (India) Ltd. having GSTIN: 21AABCB3166E1ZB, we shall indemnify for the same.

For and on behalf of

(Signature of Authorized Signatory)

Name:

‘PART - II’

Specification and Schedule of Quantities & Rates (SOQR)

[BIDDER SHALL SUBMIT THIS PAGE ALONGWITH TECHNO-COMMERCIAL OFFER (PART - I)]

, DULY WRITTEN THE WORD “QUOTED” AGAINST EACH ITEM / COMPONENT/BREAKUPS]

Sl. No.	Item Description	Quantity	Unit	Rate	Total Amount (in Rs.)
A.	Manufacturing, Testing, Third Party Inspection as per Approved QAP, Supply and Delivery of Dry Type Transformer with accessories including Nuts & Bolts etc. As per EIL standard specification pertaining to Composite Works for SMT Augmentation Project, NRL, Siliguri, Darjeeling.	<u>PRICE SHALL NOT BE MENTIONED HERE</u> - PLEASE WRITE <u>‘QUOTED’</u> AGAINST EACH ITEM/COMPONENT			
1.	2 Winding Dry Type Transformer 415 KV / 415 KV, 63 KVA (Including GST)	1	No		
2.	2 Winding Dry Type Transformer 415 KV / 415 KV, 100 KVA (Including GST)	1	No		
3.	Packing and Forwarding Charges for SI No 1 & 2 (Including GST)	1	Ls		
4.	Freight Charges for SI No 1 & 2 (Including GST)	1	Ls		
5.	Transit Insurance Charges for SI No 1 & 2 (Including GST)	1	Ls		
6.	TPIA Charges for SI No 1 & 2 (Including GST)	1	Ls		

<p>TOTAL Price shall be inclusive of Packing & Forwarding, Freight Charges, Transit Insurance & GST i.e . C.I.F. Price at BandR's Crude Oil Import Terminal (COIT) Project of Numaligarh Refinery Limited (NRL) at Siliguri , West Bengal..</p>			
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(SIGNATURE OF BIDDER WITH STAMP)

10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country 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 this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---