

ब्रिज एण्ड रूफ कम्पनी (इण्डिया) लिमिटेड

BRIDGE AND ROOF CO. (INDIA) LIMITED

ई-निविदा आमंत्रण सूचना (ई-एनआईटी) सं. बी एण्ड आर / एचओ / सिल्वर मेमेंटो / 01 (आर)

कम से कम 95% चांदी के मानक चांदी शुद्धता प्रमाण पत्र के साथ कंपनी के नाम और लोगो (ड्राइंग के अनुसार) के साथ 250 ग्राम चांदी की प्लेट के स्मृति चिन्ह का निर्माण, आपूर्ति और डिलिवरी के लिए बोली दस्तावेज़।

NOTICE INVITING e-TENDER (e-NIT) NO.
B AND R/HO/SILVER MEMENTO/01 (R)

BIDDING DOCUMENT

FOR

MANUFACTURING, SUPPLY & DELIVERY OF MEMENTO OF 250 GMS SILVER PLATE WITH CO'S NAME & LOGO ON IT (AS PER DRAWING) WITH STANDARD SILVER PURITY CERTIFICATE OF ATLEAST 95% OF SILVER.



BRIDGE AND ROOF CO. (INDIA) LIMITED
KANKARIA CENTRE (4TH & 5TH FLOOR)
2/1, RUSSEL STREET,
KOLKATA – 700071

Bridge and Roof Co. (India) Limited

(A Government of India Enterprise)
Kankaria Centre (5h Floor),
2/1, Russel Street, Kolkata – 700 071.
CIN : U27310WB1920GOI003601
Phone No.(91) (033) 2217-2108/2274/2275/2276
2217-4053/4054/4056/4469 to 73
Fax: (91) (033) 2217-2106/2217-4519
E-mail: commercial@bridgeroof.co.in
Website: http://www.bridgeroof.co.in

**ELECTRONIC NOTICE INVITING TENDER(e-NIT)****No. B AND R / HO / SILVER MEMENTO / 01(R) DTD.:14.03.2024**

“ONLINE” BID(S) / OFFER(S) IN TWO- PART SYSTEM ARE INVITED BY BRIDGE AND ROOF CO. (INDIA) LIMITED FOR “MANUFACTURING, SUPPLY & DELIVERY OF MEMENTO OF 250 GMS SILVER PLATE WITH CO’S NAME & LOGO ON IT (AS PER DRAWING) WITH STANDARD SILVER PURITY CERTIFICATE OF ATLEAST 95% OF SILVER.”

Documents are to be submitted online to the ‘Central Public Procurement’ Portal website <https://eprocure.gov.in> before the prescribed date & time in e-NIT using the Valid Digital Signature Certificate (DSC) obtained from Certifying Authorities (CAs). The IT Act provides for the Controller of Certifying Authorities (CCA) to license and regulate the working of Certifying Authorities and also to ensure that none of the provisions of the Act are violated. The Certifying Authorities (CAs) issue Digital Signature Certificates(DSC) for electronic authentication of users.

SCHEDULE OF TENDER

1.	Description of Item(s) :	MANUFACTURING, SUPPLY & DELIVERY OF MEMENTO OF 250 GMS SILVER PLATE WITH CO’S NAME & LOGO ON IT (AS PER DRAWING) WITH STANDARD SILVER PURITY CERTIFICATE OF ATLEAST 95% OF SILVER.
2.	Quantity (Approx) :	62 Nos.
3.	Tender Type :	Open
4.	Tender Category :	Goods
5.	Tender Classification :	Supply
6.	Date of Issue / Publishing :	14.03.2024
7.	Document Download / Sale Start Date :	14.03.2024
8.	Document Download / Sale End Date :	27.03.2024 5.00 PM
9.	Start Date & Time for uploading of Bids / Bids Submission :	14.03.2024
10.	End Date & Time for uploading of Bids / Bids Submission :	27.03.2024 5:30 PM
11.	Date & Time of Opening of Bids (Techno-commercial Part) :	28.03.2024 5:30 PM

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12.	Mode of submission of Bids :	Online through Central Public Procurement Portal : www.eprocure.gov.in/eprocure/app
13.	Tender Cost :	Not Applicable
14.	EMD (Earnest Money Deposit) :	NIL.
15.	Validity of Offer :	90 days from the date of opening of tender.
16.	Consignee's Address :	General Manager (HR) Bridge And Roof Co. (India) Ltd., "Kankaria Centre", 5 th Floor, 2 /1, Russel Street, Kolkata - 700 071. Contact Person: Mr. Abhijit Roy.

KINDLY NOTE THAT ONLY 'ONLINE BID' WILL BE CONSIDERED AGAINST THIS TENDER.

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details may results into rejection of your offer and no communication shall be entertained for submission of documents. Tenderer are also advised to regularly go through CPPportalwebsite<https://eprocure.gov.in/eprocure/app>. All corrigendum/amendments etc., if any, will be notified in this portal only.

For BRIDGE AND ROOF CO. (INDIA) LTD.

(M.TEWARI)
DY. GENERAL MANAGER (COMMERCIAL)-II

Bridge and Roof Co. (India) Limited

(A Government of India Enterprise)
Kankaria Centre (5th Floor),
2/1, Russel Street, Kolkata – 700 071.
CIN : U27310WB1920GOI003601
Phone No.(91) (033) 2217-2108/2274/2275/2276
2217-4053/4054/4056/4469 to 73
Fax: (91) (033) 2217-2106/2217-4519
E-mail: commercial@bridgeroof.co.in
Website: <http://www.bridgeroof.co.in>



ELECTRONIC NOTICE INVITING TENDER(e-NIT) No. B AND R / HO / SILVER MEMENTO / 01(R) DTD.: 14.03.2024

“ONLINE” BID(S) / OFFER(S) IN TWO - PART SYSTEM ARE INVITED BY BRIDGE AND ROOF CO. (INDIA) LIMITED FOR “MANUFACTURING, SUPPLY & DELIVERY OF MEMENTO OF 250 GMS SILVER PLATE WITH CO’S NAME & LOGO ON IT (AS PER DRAWING) WITH STANDARD SILVER PURITY CERTIFICATE OF ATLEAST 95% OF SILVER.”

Documents are to be submitted online to the Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> before the prescribed date & time in e-NIT using the Valid Digital Signature Certificate (DSC) obtained from Certifying Authorities (CAs). The IT Act provides for the Controller of Certifying Authorities (CCA) to license and regulate the working of Certifying Authorities and also to ensure that none of the provisions of the Act are violated. The Certifying Authorities (CAs) issue Digital Signature Certificates(DSC) for electronic authentication of users.

PART – I

[Techno-Commercial Part]

IMPORTANT DATES :-

Last Date & Time for Downloading of Tender Documents : 27.03.2024 upto 05:00 PM

Last Date & Time of Submission of e-Tender : 27.03.2024 up to 05:30 PM

Date & Time of Opening of e-Bid(s) (Techno-commercial Bid) : 28.02.2024at 05.30 PM

KINDLY NOTE THAT ONLY **ON-LINE BID** WILL BE CONSIDERED AGAINST THIS TENDER.

Note:e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details may results into rejection of your offer and no communication shall be done for submission of documents. Tenderer are also advised to regularly go through CPP portal website <https://eprocure.gov.in/eprocure/app>. All corrigendum / amendments etc., if any, will be notified on this portal only.

1. GENERAL GUIDANCE:-

- (A) Instructions / Guidelines for tenders for electronic submission of the tenders have been annexed for assigning the agencies to participate in e-Tendering.
- (B) Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System; through logging on to <https://eprocure.gov.in/eprocure/app>. The agency has to click on the link for e- Tendering site as given on the web portal.
- (C) Each Tenderer is required to obtain DSC (Enlisted Class- III) for submission of online e-tendering from any Certifying Authorities (Cas) certified by the Controller of Certifying Authorities (CCA) on payment of requisite amount, details are available at the Web Site www.cca.gov.in.
- (D) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted. Tenderer / Agencies are advised to follow the instructions provided in the 'Instructions to Tenderer' for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> before proceeding with the tender.
- (E) If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- (F) B AND R reserves right to cancel the bid without assigning any reason thereof.

NOTE : All corrigendum, addenda, amendments and clarifications to this Tender will be hosted in Co's Website only and not in the newspaper(s). Bidder shall keep themselves updated with all such amendments.

Government e-Procurement System

IMPORTANT NOTICE TO BIDDERS ON e-TENDERING

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site <http://eprocure.gov.in>. Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site. The bidders can enroll themselves on the website <http://eprocure.gov.in> using the option "Click here to Enroll". This enrollment is free at this point of time. Possession of a **Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token** in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://eprocure.gov.in> under the link "Information about DSC".

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the **training/familiarization programme** on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

Advantages of E-Tendering System

The bidders will be able to see the status of the tenders for which they have submitted quotes indifferent stages and would also be informed of the status by E-Mail. For the bidders who have registered themselves on the website through the "Stay Updated" option, information of all the tenders for which they are interested to participate will be sent by E-Mail

Please note that all the departments of GOVERNMENT E-PROCUREMENT SYSTEM are gradually switching over to e-Tendering system in a phased manner. All the tenders in future will be issued only through the e-Tendering system and only registered vendors will be allowed to participate in the tendering process.

Administrator,

GOVERNMENT
E-PROCUREMENT SYSTEM

ELECTRONIC NOTICE INVITING TENDER(e-NIT) No. B AND R / HO / SILVER MEMENTO / 01
(R) DTD.: 14.03.2024

This is an Electronic Notice Inviting Tender (NIT) for **“MANUFACTURING, SUPPLY & DELIVERY OF MEMENTO OF 250 GMS SILVER PLATE WITH CO’S NAME & LOGO ON IT (AS PER DRAWING) WITH STANDARD SILVER PURITY CERTIFICATE OF ATLEAST 95% OF SILVER”** as per following item description specified as per the terms & conditions stated hereinafter:

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

PART – I [Techno-Commercial Part]

A.0	<u>TENDER DOCUMENT (TD) :-</u>	
1.	Bidder's Information Sheet :	ANNEXURE - I
2.	Techno-Commercial Questionnaire Sheet :	ANNEXURE - II
3.	General Guidance / Instructions to Tenderer :	ANNEXURE – A
4.	Terms and Conditions :	ANNEXURE – B
5.	Technical Specifications/ Drawings /Documents:	ANNEXURE –C
6.	Format for Affidavit Cum Declaration :	ANNEXURE – D
7.	Format for Information regarding Current Litigation, Debarring expelling of Tenderer or Abandonment of work to B AND R by the Tenderer:	ANNEXURE – E
8.	Format for Input Tax Credit :	ANNEXURE – F

PART – II [Price- Part]

1.	Specifications and Schedule of Quantities and Rates (SOQR) :	'B.O.Q' (Spread Sheets for supply of Gratings)
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In case you are interested for the above work, please submit your lowest competitive tender completed in all respect, strictly in the manner described in the clauses titled "Instruction To Tenderer" and" Submission of Tender" of ANNEXURE-B, based on the same Terms and Conditions, Specifications, Procedures etc. as stipulated an defined in this NIT and in the various Annexures and Sections of the TD **without taking any deviations.**

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

(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,
ForBRIDGE & ROOF CO. (INDIA) LTD.

(M. TEWARI)
DY. GENERAL MANAGER (COMMERCIAL)-II

Enclo. : Annexure -I , II , A, B, C, D, E & F.

e -NIT No. B AND R / HO / SILVER MEMENTO / 01(R)DTD.: 14.03.2024

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. &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 THEVALID REGISTRATION CERTIFICATE.</u>	:	i) REGISTERED WITH- ii) REGISTRATION CERTIFICATE / DOC. REF. NO. & DATE - iii) VALIDITY UPTO - iv) UAM No. -
5.	PLEASESUBMIT <u>NOTARIZED COPYOF THEAFFIDAVIT CUM DECLARATION AS PER 'ANNEXURE- F'</u> [FOR DGS&D/NSIC/MSME REGISTERED PARTIES ONLY]	:	SUBMITTED / NOT SUBMITTED WHEATHER NOTORIZED : YES / NO (Please strike out which is not applicable)
6.	<u>DOCUMENTS IN LIEUOF 'EMD' :</u> PLEASE SUBMIT A DECLARATION AS PER FORMAT ENCLOSED IN 'ANNEXURE -G', EXECUTED IN A NON-JUDICIAL STAMP PAPER OF VALUE RS. 10/- (RUPEES TEN).	:	SUBMITTED / NOT SUBMITTED WHEATHER NOTORIZED : YES / NO (Please strike out which is not applicable)
7.	PLEASE PROVIDE THE FOLLOWING INFORMATION :-		
	HSN CODE OF THE MATERIAL -		
	CO'S GSTIN/PROVISIONAL ID -		
	CO'S PAN NO. -		
	CO'S CIN NO. -		

TECHNO-COMMERCIAL QUESTIONNAIRE SHEET

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

SL. NO.	CHECK LIST POINTS	BIDDER'S CONFIRMATION & ACCEPTANCE
1.	CONFIRM THAT YOU HAVE UPLOADED YOUR OFFER ONLINE IN 'TWO PART BID SYSTEM' AS PER CL. NO. 1.03 OF 'ANNEXURE - A' OF NIT.	
2.	CONFIRM THAT YOU HAVE SUBMITTED NOTORIZED DECLARATION AS PER ANNEXURE-D' AND MSME 'DOCUMENTS' AS PER CL. NO. 1.04 OF 'ANNEXURE - B' OF NIT.	
3.	CONFIRM THAT ONE SET OF COMPLETE TENDER DOCUMENT DULY STAMPED AND SIGNED HAS BEEN SUBMITTED/UPLOADED ALONGWITH THE 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.	CONFIRM THAT YOUR OFFER IS KEPT VALID FOR 90 (NINETY) DAYS FROM THE DUE DATE OF TENDER SUBMISSION.	
7.	CONFIRM YOUR ACCEPTANCE ON THE FOLLOWING CLAUSES. [ANY DEVIATION MAY LEAD TO REJECTION OF THE OFFER]	
	a) LIQUIDATED DAMAGE (CL. NO. 1.16 OF ANNEXURE - B)	
	b) WARRANTY PERIOD (CL. NO. 1.17 OF ANNEXURE -B)	
	c) TERMS OF PAYMENT (CL. NO. 1.15 OF ANNEXURE - B)	
	d) DELIVERY SCHEDULE (CL. NO. 1.10 OF ANNEXURE - B)	
8.	CONFIRM THAT YOU HAVE QUOTED/SPECIFIED PRICE / RATE AGAINST EACH OF THE FOLLOWING COMPONENTS, AS MENTIONED IN SOQR :	
	a) 'PACKING & FORWARDING' CHARGE (EXCLUDING GST)	
	b) 'FREIGHT CHARGE' FOR DOOR DELIVERY (EXCLUDING GST)	
	c) 'TRANSIT INSURANCE' CHARGE (EXCLUDING GST)	
	d) 'GOODS AND SERVICE TAX [GST]'	
	e) 'IT-TDS AS PER GOVT. RULE [IF APPLICABLE]	
9.	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.	
10.	CONFIRM THAT YOUR QUOTED PRICE ARE FIRM TILL COMPLETION OF CONTRACT.	
11.	CONFIRM THAT YOU HAVE SUBMITTED COPY OF GST REGISTRATION CERTIFICATE.	
12.	PLEASE MENTION PLACE OF 'MANUFACTURING' AND 'DESPATCH'.	
13.	PLEASE NOTE THAT OFFER WITH DEVIATION IN TENDER TERMS & CONDITIONS /TECHNICAL SPECIFICATION MAY BE LIABLE FOR REJECTION.	

(SIGNATURE OF BIDDER WITH STAMP)

A. General Guidance / Instructions to Tenderer : -

1.0 Definitions and Interpretations -

- 1.01 In the document, as hereinafter defined, the following words and expressions shall have the meaning as under:
- 1.1.1 The `Purchaser' shall mean Bridge and Roof Co.(India) Ltd.(B AND R) having its registered office at 2/1, Russel Street, Kolkata – 700 071.
- 1.1.2 `Order' shall mean a written Purchase Order issued by the Purchaser.
- 1.1.3 The `Tender' shall mean the Proposal submitted by the Tenderer/Bidder in response in to Purchaser's Notice of Invitation to this Tender Document.
- 1.1.4 The `Chairman cum Managing Director' shall mean the Chairman cum Managing Director, Bridge and Roof Co.(India) Ltd.
- 1.1.5 The `Supplier'/'Vendor' shall mean the person, firm or company (hereinafter called Tenderer) whose tender has been accepted by the Purchaser and includes the supplier's legal representative his successors and permitted assignees.
- 1.1.6 The `DGM /Resident Manager' / `Engineer-in-Charge' shall mean the persons as nominated from time to time by the Purchaser to act for and on behalf of the Purchaser at the Project site.
- 1.1.7 The `Supply' shall mean and include all material inputs and work to be executed in accordance with the order or part thereof as the case may be and shall include all extras, addition, altered or substituted works as required for the purpose of the supply order.
- 1.1.8 `Specification' shall mean all directions, various technical specifications, provisions and requirements attached to this document/order, which pertain to the method and manner of performing the supply to the quantities and qualities thereof as may be amplified or modified by the purchaser during the performance of the order. It shall also include the latest edition including all agenda/corrigenda of relevant Indian Standard Specifications and other relevant codes. In any dispute the decision of the `Purchaser' will be final.
- 1.1.9 `Consultant' shall mean any consultant nominated by the Client of Purchaser.
- 1.1.10 The `Period of Liability' in relation to the order means the specified period from the date of issue of completion certificate upto the Guarantee/Defect Liability Period.
- 1.1.11 The `Appointing Authority' for the purpose of arbitration shall be the Chairman cum Managing Director or any other persons as designated by him.
- 1.1.12 The `Alteration'/'Variation Order' means as order given in writing by the Purchaser to effect additions/alterations to or deletions from the scope of work.
- 1.1.13 `Letter of Intent(LOI)'/`Short Letter of Intent(SLOI)' 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.

1.02 Instruction to Tenderer

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

Notwithstanding the sub-division of the documents into the separate sections, every part of each 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.

1.02.1 Price Loading:

Please note that price evaluation shall be done after considering suitable financial loading as per sole discretion of B AND R against commercial deviation taken (if any). In case of deviation in L.D. clause, financial loading shall be made of total order value.

- 1.02.2 B AND R reserves the right to cancel the bid without assigning any reason thereof.

The bidder is liable to be disqualified, even though they meet the Qualifying Criteria, if they.

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
 - d. Indulged in unlawful & corrupt means in obtaining bids.
 - e. Been black listed / debarred / cancelled their registrations by the Competent Authority of B AND R.
 - f. If the tenderer deliberately gives wrong information / submit fake, false, fabricated, forged documents in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the Contract if awarded and forfeit the Earnest Money / Retention Money / any other money due.
- 1.02.3 **DEADLINE FOR SUBMISSION OF THE TENDER / OFFER:**
- a. Once the date and time is over, the bidder will not be able to submit the Tender / offer. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting tender.
 - b. The officer inviting tender may extend the deadline for submission of Tender / offer by issuing an amendment, in which case all rights and obligations of the officer inviting the offer & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 1.02.4 **LATE SUBMISSION / MODIFICATION / WITHDRAWAL OF BID / OFFER :**
- a. **BID / Offer** received after the due date and time shall not be accepted. No request for extension of the due date indicated shall be entertained.
 - b. If any of the intending bidder wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of Bid Submission. Bidder(s) may modify their bids before the deadline for submission of bids. However, if the bid is withdrawn, the re-submission of the bid is not allowed.
 - c. **No bid shall be modified or withdrawn after the deadline of submission of Bids.**
 - d. Withdrawal or Modification of bids between the deadline for submission of bids and the expiration of the original period of bid validity specified in Tender / Price Bid or extended will result in the forfeiture of EMD.
- 1.02.5. **RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDER / OFFERS:**
- a. B AND R does not bind him to accept the Tender / offers or any other offer and reserves to him the authority to reject any or all the Tender / offers received without assigning any reason.
 - b. All Tender / Offers in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
 - c. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the Contract in question. He will report to the Officer Inviting Tender / next higher authority.
 - d. Bidder(s) who had a record of Court Case / Litigation History with the B AND R against earlier tender / Contracts shall not be considered for this tender.
 - e. *Canvassing whether directly or indirectly, in connection with e-NIT is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.*
- 1.02.6 **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.

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 :

1.03 SUBMISSION OF TENDER :

- 1.03.1 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://eprocure.gov.in>. Tenderer is to click on the link of online tender as given on the web portal.
- 1.03.02 **Each Tenderer is required to obtain DSC (Enlisted Class-II / III) for submission of online e-tendering from any Certifying Authorities (CAs) certified by the Controller of Certifying Authorities (CCA) on payment of requisite amount , details are available at the Web Site www.cca.gov.in.**
- 1.03.03 Tender shall be submitted online only at CPPP website: <https://eprocure.gov.in>. Manual submission of Tender shall not be accepted. Tenderer are advised to follow the instructions provided in the document for the e-submission of tender online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in> before proceeding with the submission.
- 1.03.04 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 not be modified or withdrawn after the due date of bid submission. Withdrawal/ backout / impairing /undue modification of bid within its validity period, shall result in rejection of offer and may also lead to holiday/black listing for 02 (Two) years, as shall be deemed fit.

Part-I: Technical and Commercial Unpriced Part shall comprises of following documents:

- One set of the complete Tender Documents duly signed & stamped on each page.
- Covering letter in your co's letter head.
- All Documents duly satisfying the 'Qualification Criteria' clause of NIT.
- Power of Attorney/Authorization in favour of person signing the Bid.
- Techno-commercial Questionnaire Sheets duly filled in, stamped & signed.
- Compliance / Deviation list, if any.
- Copy of GST registration certificate/Provisional ID.
- Un priced copy of Price Bid / SOQR duly mentioning as 'quoted' against each component (Part – II). **Incomplete documentation may lead to rejection of the bid.**

- 1.03.05 Techno-commercial Bid & Price Part have to be uploaded/ submitted online only. However, which documents necessarily required mentioned in NIT, shall be uploaded /submitted online only.

Original 'notarized documents' shall be submitted by the bidder in a sealed envelope duly superscribed the tender name and reference no. with date on the envelope and addressed to Tender Inviting Authority (TIA) [General Manager (Commercial)] as mentioned below.

Hard copy of Notarized certificate/ Affidavit etc. shall also be submitted alongwith a covering letter and shall reach to the TIA on or before the opening of tender, i.e. with in dtd. **27.03.2024, upto 11.30A.M.** Photocopy of the documents shall be uploaded in CPP portal.

- 1.03.06 Tenderer are instructed to upload the documents duly signed and stamped as per the details mentioned in 'Annexure-I' to 'Annexure -F' (soft copy can be downloaded and filled up is to submit online along with offer), without which the proposal will not be considered for evaluation.
- 1.03.07 Bid / Offer submitted along with all requisite documents will be evaluated by the Technical Committee of B AND R 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 <https://eprocure.gov.in>.
- 1.03.08 Tenderer are requested to submit their bid / offer through online e-procurement system to the Tender inviting Authority (TIA) 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.
- 1.03.09 The time settings fixed in the server side & displayed at the top of the Government e-Procurement site will be valid for all actions of requesting, tender submission, tender opening etc. in the Government e-Procurement system. Tenderer should follow this time during online submission of bid / offer.

1.03.10 **Tender inviting Authority (TIA) :**
The General Manager (Commercial)
Bridge & Roof Co.(India) Ltd., "Kankaria Centre" 5th Floor,
2 /1 - Russel Street, Kolkata - 700 071.E-Mail-ID: commercial@bridgeroof.co.in

1.03.11 **Priced Bid:**
Price Bid i.e. 'BOQ' given with tender to be uploaded after filling all relevant information like Basic / Ex-works / Ex-Godown Prices, Taxes & Duties, Packing & Forwarding, Freight, Transit Insurance, Octroi/Entry tax etc. The priced 'BOQ' should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet will not be accepted by system).

Please submit your offer by quoting "F.O.R. B AND R's Kolkata Office" only. Blank fields in uploaded BOQ sheet /spread sheet will indicate that the very component (like as, taxes & duties/Packing & Forwarding/ Freight/ Transit Insurance) are either not applicable or included in quoted prices or to bidder's account.

Lowest bidder (L-1) will be decided on total Evaluated Cost considering price loading on quoted prices., if any,

1.03.12 **Bidder's offer is liable to rejected if they don't upload any of the Certificates / documents sought in the Bid document / Clarification Letter / Corrigendum(s).**

B. TERMS AND CONDITIONS:-

1.04 Earnest Money Deposit [EMD]

NIL.

However, the DGS&D / MSME / NSIC / SSIC registered parties (registered as manufacturer) shall also submit /upload notarized copy of the valid Registration Certificate& affidavit as per 'Annexure-D' of NIT alongwith Techno-Commercial Part of the tender. **Declaration of UAM No. are mandatory as per govt. directives, failing which bidder will not be able to enjoy the benefits as per P.P policy under MSME order, 2012.** Photo copy of the documents shall be uploaded on line through CPP portal, whereas original documents /hard copy shall be dispatched alongwith a covering letter in a sealed envelope addressed to General Manager (Commercial) at our Kolkata office, duly superscribing the tender reference no. & date and bidders name & address on the envelope. The envelope containing above documents shall reach at our Kolkata office on or before 27.03.2024, 11:30AM.

1.05 Purchaser's Right to Reject Tender

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

Acceptance of Vendor/Supplier and their Product shall be subject to acceptance by Purchaser. Accordingly, Tenderer(s) whose offer is not acceptable to Purchaser cannot be considered and shall be rejected by the Purchaser and no correspondence and claim etc. from Tenderer in pursuant to the Tender shall be entertained by the Purchaser under any circumstances whatsoever.

1.06 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 B AND R's consent in writing to revoke or cancel his tender given or any terms thereof. The Purchaser reserves the right to ask for extension of validity, if any.

1.07 Taxes & Duties etc. :

Goods and Services Tax (GST): The quoted price shall be exclusive of Goods and Service Tax. GST as legally leviable & payable by the bidder under the provision of applicable laws/acts, shall be paid extra by B AND R. The Tenderer/Bidder should supply the materials by charging CGST/SGST/IGST, whichever shall be applicable. **Rate of GST alongwith HSN code of the material shall be quoted in offer.**

Bidder shall quote their price after considering the input tax credit on their input materials & services. The bidder shall get registered with the GST authority and copy of GST registration certificate shall be furnished along with techno-commercial offer. Bidder who have not taken GSTIN/ Provisional ID will be not considered.

Supplier shall furnish appropriate tax invoice as per GST laws enabling B AND R to take input credit against 'GST' paid, failing which GST amount as specified in supplier's bill alongwith penalty/interest, if any, shall be deducted/recovered from the dues of the supplier.

GST-TDS@2% (two percent) shall be deducted from supplier's invoice on basic order value under GST Law w.e.f 01.10.2018, as per govt. notification dtd. 13.09.2018. TDS @2% for IGST and @1% for CGST & @1% for SGST invoice shall be applicable, except exempted provision stipulated in above govt. notification. Tax deducted at source shall be deposited to the Govt. and TDS certificate shall be issued to supplier as per rules, after your acceptance of GST-TDS amount reflected in respective registration.

Income tax (IT- TDS) @0.1%,if applicable, will be deducted by B AND R as per IT-rule, GOI and TDS certificate shall be issued in favour of supplier in due course of time.

1.08 Packing, Forwarding and Freight

The Supplier shall dispatch the materials in properly packed condition to ensure that there is no damage to the materials during loading/unloading/storing and transportation. All Memento(s) shall be properly packed in accordance to length & size. The quoted prices should be **inclusive of 'Packing and Forwarding' charges** for delivery of materials at consignee's address on 'Door Delivery' basis.

However, freight for delivery of materials to consignee's address on 'door delivery' basis are to be paid extra. **Freight Charges shall be quoted / specified by the bidder separately in price bid/ 'SOQR' / 'BOQ'.**

1.09 Transit Insurance

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 paid extra and charges against the same shall be quoted /specified separately in Price bid/ SOQR/BOQ.**

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. Part shipment may be carried out but transshipment en-route shall be not allowed.

1.10 Delivery Schedule

62 Nos. Mementos shall be supplied within 03 (Three) months from the date of receipt of LOI / PO in phase manner.

62 Nos. Mementos shall be delivered to B And R within 03 (Three) Months by Road Transport on "Door Delivery Basis" on phases. But, 1st phase (Qty not less than 12 Nos.) shall be delivered within 15 to 20 days from the date of receipt of LOI / PO. Balance quantity shall be supplied within 03 (Three) Months from the dated of receipt of LOI / PO.

1.11 Consignee Address & Billing Address: -

The General Manager (HR),
Bridge And Roof Co.(India) Ltd., "Kankaria Centre", 5th Floor, 2 /1, Russel Street, Kolkata - 700 071.
Contact Person: Mr. Abhijit Roy.

1.12 Mode of Dispatch

All Memento(s) shall be delivered to the consignee's address by 'Road Transport' on 'Door Delivery basis'.

1.13 Scope of Supply and Technical Specification :-

1. Details of Silver Memento :

- A) Size – As per Attached Drawing
- B) Weight – 250 Gm
- C) Purity Of Silver – 95%.

2. Company's Name, Logo, Commentary Of The Memento.

As per Attached Drawing.

Agency shall furnished Purity Certificate alongwith respective Memento(s).

Drawing & Sketches: Drawing with other Specification enclosed in ANNEXURE –C (03 Pages).

1.14 Deleted.

1.15 Terms of Payment

Payment shall be made consignment wise to the supplier through RTGS / NEFT from B AND R's Kolkata Office in following manners. Successful bidder shall intimate their banker's details for such e-payment :-

- (i) **95% payment** (95% value of materials + 100% Taxes with packing /forwarding, freight, Transit Insurance& TPI charges) shall be made **within 30 days** against delivery of Memento(s) at B AND R's Kolkata Office (Consignee Address) in good condition and presentation of documents in triplicate viz. Tax Invoice for 100% value, Original Consignee's copy of L.R. &Purity Certificate and Warranty Certificate of each Memento(s).
- (ii) **Balance 5% payment** shall be made **within 12 (Twelve) months from the Date of Supply of each Memeno.**

1.16 Liquidated Damage (LD):

If the supplier fails to supply/deliver the materials within the time schedule mutually agreed upon as specified in the order, then B AND R. at their sole discretion :-

(i) Shall recover from the supplier an amount as **L.D@0.5% (half)** per week or part thereof delay, subject to a maximum **05% (five)** of total value of the order.

And /Or

(ii) Shall at the risk and cost of the supplier and without prejudice to exercising B AND R's other rights as per the terms of the order, terminate the order wholly or partially as the case may be and get it completed by themselves or re-assign to other supplier(s) to complete.

1.17 Warranty Period

All materials shall be supplied strictly in accordance with the specification and 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.

Supplier shall fully guarantee that the materials supplied shall perform strictly in accordance with the specifications and to be free of all defects in respect of materials etc. Should any material not perform as intended or should materials and workmanship prove **defective within a period 12 (Twelve) months from the date of supply of each Memento** upon notification of deficiency/defect, be promptly replaced/repared by the supplier to the satisfaction of Purchaser/Client without delay and at no extra cost to Purchaser.

If the supplier fails to effect proper replacement within a reasonable time of receipt of Purchaser/Client notification to this effect, Purchaser shall be free to take such corrective action at the supplier's cost and risk. The supplier should submit a Warranty Certificate along with supply of each **Memento**.

1.18 Quantity Variation

The quantities shown in the tender document are only approximate and may vary upto +/- 25% in totality as per our written instruction. Any increase or decrease in the quantities shall not form the basis for alteration of rates quoted and accepted.

1.19 Termination / Cancellation of Order

In case the supplier fails to supply the materials within the 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 and in the event of such cancellation / termination, the Security-cum-Performance Bank Guarantee (S.P.B.G.) if any, submitted by the supplier will be forfeited through encashment of said S.P.B.G. by the purchaser.

1.20 Acceptance of LOI & Purchase Order (PO)

The supplier should confirm acceptance of LOI latest within three days of receipt of the same. If such confirmation is not received by B AND R from supplier within the specified time as above it will be deemed that the supplier has accepted the LOI in To-To.

Purchase Order shall be issued in duplicate and supplier shall return duplicate copy of the Purchase Order duly signed and stamped as a token of acceptance within five (5) days of receipt of P.O. If duplicate copy of P.O. is not received within said five days, it will be deemed that the P.O has been accepted in To-To.

1.21 Acceptance of Bid

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

Bidder must provide further details as required for the review /evaluation of offer . Failure to comply with any of such request, B AND R reserves the right to reject such offer/tender at any stage of tendering. Submission of fake/false/fabricated/forged documents alongwith offer/tender may results in rejection of Offer or shall lead in cancelation of the contract, if already awarded and in case of withdrawal / back-out / impairing of the offer within it's validity period the offer shall be rejected. B AND R also reserves the right to forfeit the EMD /Security Deposit / en-cash the B.G submitted against the tender/order, as the case may be.

1.22 Arbitration

B AND R 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 :-

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 :-

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 (B AND R) 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.

'PART –II' Sheet 1 of 1

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	QTY. (Approx)	Rate per Unit (in Rs.)	Total Amount (in Rs.)
A.	MANUFACTURING, SUPPLY & DELIVERY OF MEMENTO OF 250 GMS SILVER PLATE WITH CO'S NAME & LOGO ON IT (AS PER DRAWING) WITH STANDARD SILVER PURITY CERTIFICATE OF ATLEAST 95% OF SILVER	62	<u>PRICE SHALL NOT BE MENTIONED HERE</u> PLEASE WRITE 'QUOTED' AGAINST EACH	
I	Total Basic - Price : Ex – Works.			
II	Packing & Forwarding Charges in Percentage (%) of Basic Price [Excluding GST] :			
III	Freight Charges for Door Delivery in Percentage (%) of Basic Price at B AND R's site [Excluding GST] :			
IV	Transit Insurance Charges in Percentage (%) of Basic Price for safe door delivery [Excluding GST] :			
V	Total Value for Entire Quantity: [I+II+III+IV]			
VI	GOODS AND SERVICE TAX ON TOTAL VALUE (V) : IGST/CGST/SGST, WHICHEVER SHALL BE APPLICABLE :			
i	IGST OR CGST & SGST :			
VII	TOTAL Price shall be inclusive of Packing & Forwarding, Freight Charges, Transit Insurance & GST i.e. C.I.F. Price at B AND R'S Kolkata Office.			

Note:(i)Bidder shall submit their price ON-LINE in given 'BOQ' (in EXCEL sheet) format only.

(ii)Blank field(s) of uploaded 'BOQ sheet 'will indicate that the same is/are either not applicable or included in Basic price(s).

(iii)Quoting of price anywhere in techno-commercial part (Part-I) may lead to rejection of offer.

(SIGNATURE OF BIDDER WITH STAMP)

Annexure - C

DRAWINGS – 03 Pages

(To be printed on a 120 Rupee NJ stamp paper by 'MSME/NSIC/SSI' registered bidder)

AFFIDAVIT CUMDECLARATION FOR MSME

I,, S/O....., residing at, by age....., by domicile Indian, under the capacity of Sole Proprietor /Partner/Authorized 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/B AND R) i.e. : Tender No..... for(name of the Project)
4. That all documents of Bid submitted by ABC before the Company/B AND R 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 B AND R and ABC shall be liable to indemnify B AND R 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 therefrom.

Verified at Kolkata on this the _____ day of

(Signature of Notary Public)

(Name)
Authorised Representative
(DEPONENT)

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDERER OR ABANDONMENT OF WORK TO B AND RBY THE TENDERER
(To be submitted on Bidder's Letter Head only)**

- | | | | |
|-----|----|--|-----------|
| 01) | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No. |
| | b) | If yes: - give details. | |
| 02) | | Has the tenderer or any of its constituent partners been debarred / expelled by any agency in India during the last 5 years. | Yes / No. |
| 03) | a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No. |
| | b) | If yes: - give details. | |

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Signature of Tenderer

Date

Format for INPUT TAX CREDIT
TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

Further, any invoice or document issued by the Company to Bridge and Roof Co. (India) Ltd. having GSTIN: 21AABCB3166E1ZB shall be properly and timely reported under respective return under GST by the Company in line with the notified provisions and the applicable tax collected form Bridge & 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 & Roof Co. (India) Ltd. having GSTIN: 18AABCB3166E1D7, we shall indemnify for the same.

For and on behalf of

(Signature of Authorized Signatory)

Name :

HELP FOR THE TENDERER / BIDDER WITH DSC

Instructions / Guidelines for tenders for electronic submission of the tenders have been annexed for assigning the agencies to participate in e-Tendering.

Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System; through logging on to <https://eprocure.gov.in/eprocure/app> the agency is to click on the link for e-Tendering site as given on the web portal.

Each Tenderer is required to obtain DSC (Enlisted Class- III) for submission of online e-tendering from any Certifying Authorities (CAs) certified by the Controller of Certifying Authorities (CCA) on payment of requisite amount , details are available at the Web Site www.cca.gov.in

THE TENDERERS / BIDDERS CAN APPROACH ANY ONE OF THE FIVE CAS FOR GETTING DIGITAL SIGNATURE CERTIFICATE. THE WEBSITE ADDRESSES ARE GIVEN BELOW.

www.safescrypt.com

www.idrbtca.org.in

www.tcs-ca.tcs.co.in

www.ncodesolutions.com

www.e-Mudhra.com

<http://hrinfracon.com> [Is LRA and alliance partner of (n)Code Solutions (a div. of GNFC)]

www.crgcorporate.co/ [authorized agent of eMudhra Consumer Services Ltd.]

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted. Tenderer / Agency are advised to follow the instructions provided in the 'Instructions to Tenderer' for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> before proceeding with the tender.

FOR FURTHER INFORMATION, REGARDING SUBMISSION OF TENDER PLEASE VISIT TO BIDDER MANUAL KIT

<https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document like terms and conditions should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated below.

Please send mail to:

a) (Mr. M .Tewari) : commercial@bridgeroof.co.in | Ext262

B AND R office: - (033) 2217-4469 to 4473, 2217-4053/4054/4056

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general like **page not loading, java error, unable to upload document, DSC etc....** may be directed as

Please send mail to:

a.) (Mr. Kalyan Karar) eprocurement@bridgeroof.co.in
ph: (033) 2217-4469 to 4473, 2217-4053/4054/4056 |Ext:- 295

b.) (Shri. Barun Kanti Das) barunkanti.das@bridgeroof.co.in
ph: (033) 2217-4469 to 4473, 2217-4053/4054/4056 |Ext:- 268

NOTE: - Requesting bidder, first send an e-mail wait for an hour or so. Before making phone call Company holidays on (2nd & 4th Sat).

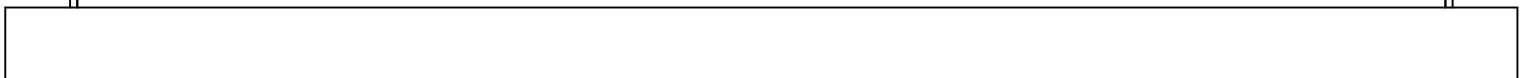
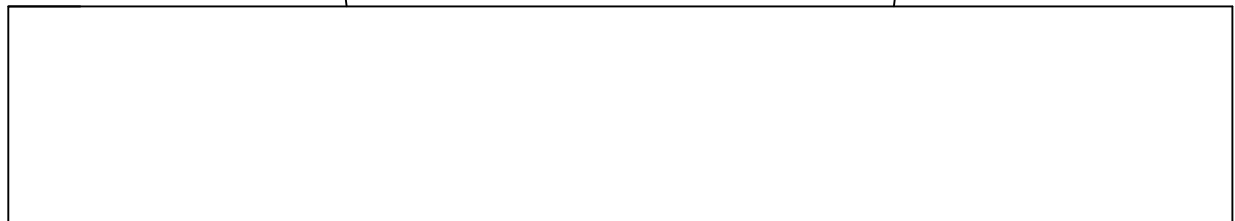
PROPOSED MEMENTO OF B AND R

ब्रिज एण्ड रूफ कम्पनी (इण्डिया) लि.
(भारत सरकार का एक उद्यम)
कम्पनी को प्रदान की गई सेवाओं की प्रशंसा में

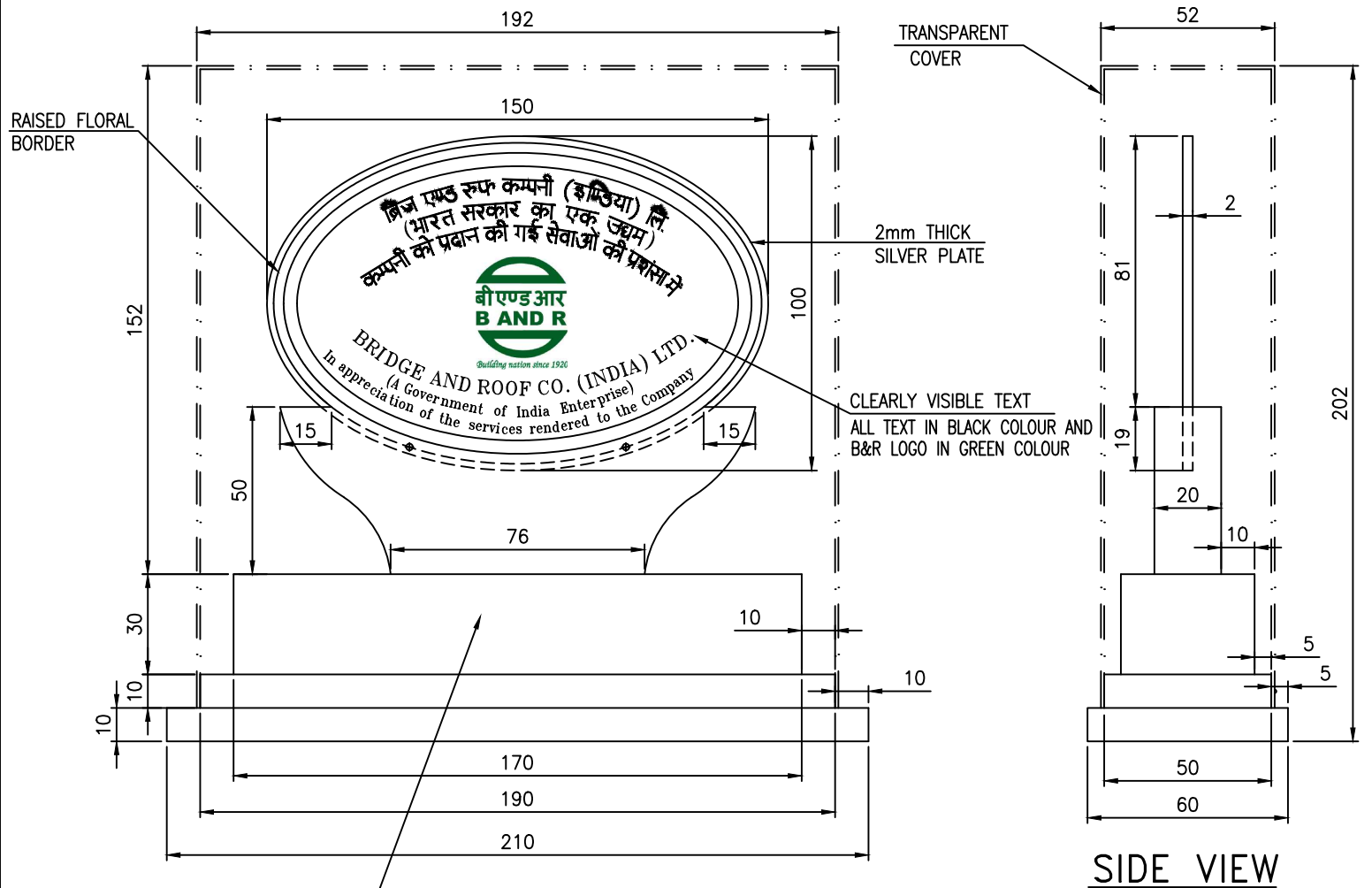


Building nation since 1920

BRIDGE AND ROOF CO. (INDIA) LTD.
(A Government of India Enterprise)
In appreciation of the services rendered to the Company

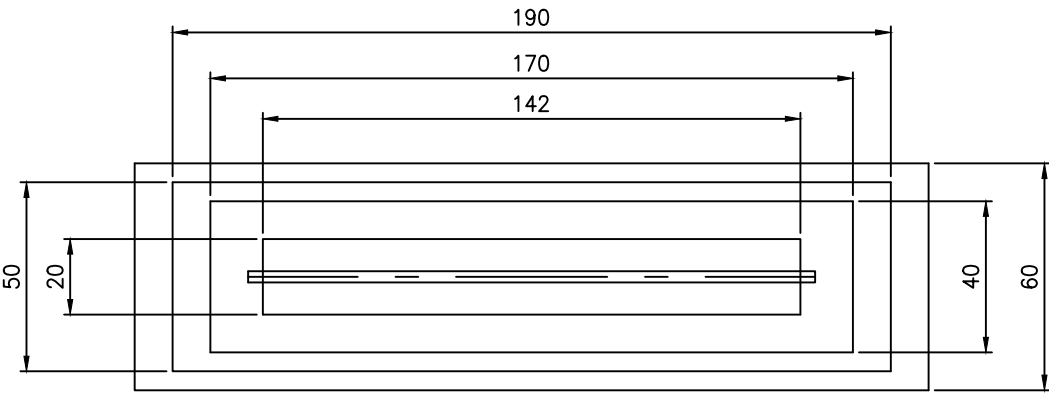


PROPOSED MEMENTO OF B AND R

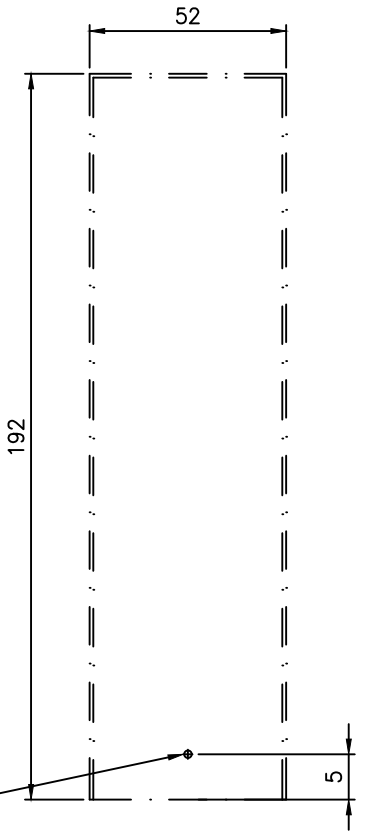


CURVED HOLDER WITH SLOT FOR SILVER PLATE HAVING TWO GRIPPING SCREWS FROM BEHIND OVER TRIPLE LAYERED STAND OF SOLID DARK WOODEN COLOURED MATERIAL TO SUPPORT ALL SIDED TRANSPARENT CASING SCREWED TO THE BASE FROM SIDES.

CLEARLY VISIBLE TEXT
ALL TEXT IN BLACK COLOUR AND B&R LOGO IN GREEN COLOUR



TOP VIEW

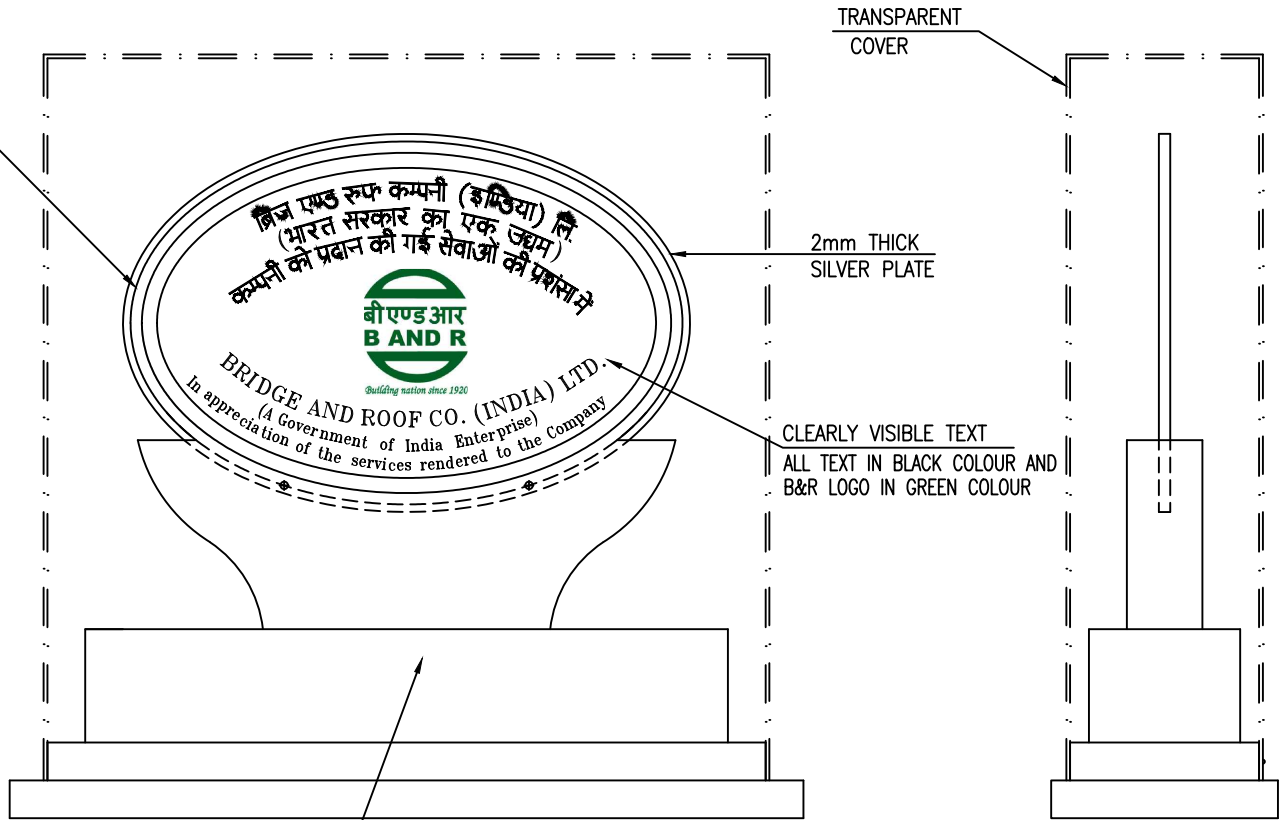


DETAIL OF TRANSPARENT CASING

NOTE :-

ALL DIMENSIONS ARE IN MM

PROPOSED MEMENTO OF B AND R



TRANSPARENT COVER

RAISED FLORAL BORDER

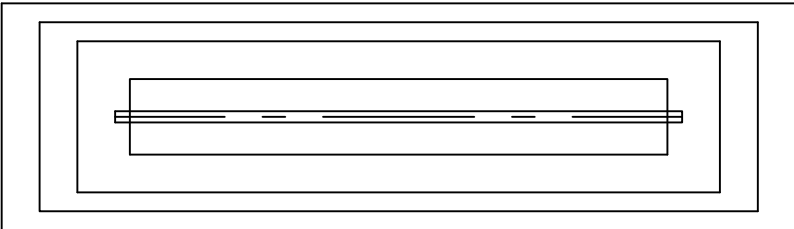
2mm THICK SILVER PLATE

CLEARLY VISIBLE TEXT
ALL TEXT IN BLACK COLOUR AND B&R LOGO IN GREEN COLOUR

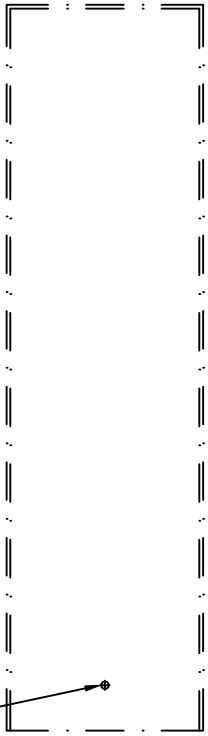
SIDE VIEW

CURVED HOLDER WITH SLOT FOR SILVER PLATE HAVING TWO GRIPPING SCREWS FROM BEHIND OVER TRIPLE LAYERED STAND OF SOLID DARK WOODEN COLOURED MATERIAL TO SUPPORT ALL SIDED TRANSPARENT CASING SCREWED TO THE BASE FROM SIDES.

FRONT VIEW



TOP VIEW



TWO NOS. GRIPPING SCREW ON EITHER SIDE

DETAIL OF TRANSPARENT CASING

NOTE :-

ALL DIMENSIONS ARE IN MM