

Ref: B AND R / 51222 / NALCO / SAND & STONE AGGREGATE / ENQ / 05

DATE: 21.04.2025

Dear Sirs,

**SUB:** NOTICE INVITING TENDER (NIT) FOR "SUPPLY & DELIVERY OF RIVER SAND, 10 MM AND 20 MM NOMINAL SIZED CRUSHED STONE AGGREGATE AND CONFIRMING TO IS :383:2016 OF LATEST REVISION FOR CIVIL WORKS, AT NALCO, DAMANJODI, ODISHA."

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

**A.0 TENDER DOCUMENT (TD)**

A.1	Techno-commercial questionnaire sheet (01 page)	:	Annexure-I
A.2	Terms and conditions	:	Annexure-A
A.3	Compliance Certificate Regarding Bidders from Countries which shares a Land Border With India	:	Annexure-B
A.4	Format of Litigation/Arbitration with B&R/Client/Owner.	:	Annexure-C
A.5	Format of Minimum Local content	:	Annexure-D
A.6	Schedule of quantities and rates	:	Annexure-E

In case you are interested for the above work, please submit your lowest competitive tender completed in all respect, strictly in the manner described in the Clauses Titled "Instruction to Tenderer" and Submission of Tender" of ANNEXURE-A, based on the same Terms and Conditions, Specifications, Procedures etc. as stipulated and defined in this NIT and in the various Annexures and Sections of the TD without taking any deviations.

The due date of submission of Tender Document is **28.04.2025 within 15.00 Hrs.**

**Date of opening of Techno-commercial Part of Bid is 29.04.2025 at 16.00 Hrs.**

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

i)Reject or accept or cancel any or all Tenders received against this NIT (ii) Cancel the NIT and (iii) Issue Notice Inviting fresh Tenders; at our sole discretion without assigning any reasons whatsoever thereof and our decision in this regard shall be final and binding upon you and no correspondences / communications in this regard shall be entertained by us.

Yours faithfully,

**For BRIDGE & ROOF CO. (INDIA) LTD.,**

(D.P. PANDA)

DY. GENERAL MANAGER (PROJECTS)

**Encl: as stated above.**

**TECHNO-COMMERCIAL QUESTIONNAIRE SHEET**

This sheet is to be filled by Bidder and submitted along with the Offer, otherwise the offer will be treated as in complete:

Sl. No.	Query	Bidder's Confirmation (Only as applicable)	
		YES	NO
1.	Confirm that your offer has been submitted in two part bid system as per clause no.3.2 of Annexure-A of NIT		
2.	Confirm that one copy of complete tender document duly stamped and signed has been submitted along with the offer as a token of your acceptance.		
3.	Confirm that your offer is valid for 90 days from the due date of tender submission.		
4.	Confirm your acceptance on the following clauses. Any Deviation may be liable for rejection of the offer :		
4.1	Liquidated Damage (Clause No.10 of Annexure-A)		
4.2	Firm Price (Clause No.11 of Annexure-A)		
4.3	Delivery Schedule (Clause No.15 of Annexure-A)		
4.4	Guarantee/Defect Liability (Clause No.20 of Annexure-A)		
4.5	Terms of Payment (Clause No.21 of Annexure-A)		
4.6			
4.7	Inspection/Testing/QAP (Clause No.23 of Annexure-A)		
4.8	Termination/Cancellation of Purchase Order (Clause No.26 of Annexure-A)		
4.9	Acceptance of LOI & Purchase Order (Clause No.27 of Annexure-A)		
4.10	Acceptance of Bid (Clause No.28 of Annexure-A)		
4.11	Quantity Variation (Clause No.29 of Annexure-A)		
4.12	Arbitration & Conciliation (Clause No.30 of Annexure-A)		
4.13	Purchase Preference to Make in India (Clause No.31 of Annexure-A)		
4.14	Compliance Certificate Regarding Bidders from Countries which shares a Land Border With India – AnnexureA1		
4.15	Confirm that Bidder is not involved in any Litigation/Arbitration with B&R/Client/Owner. In case of Litigation/ Arbitration, if any, please furnish information about the same – Annexure-D		
4.16	Technical Specification and QAP of NALCO /TKIS		
5.	Confirm that you have filled separate price against each of the following components, mentioned in the price part:		
5.1	Packing & forwarding charge (excluding GST)		
5.2	Transportation/Freight Charge (excluding GST)		
5.3	Transit Insurance Charge (excluding GST)		
5.4	TPI Charges (excluding GST)		
5.5	Goods & Service Tax (GST) (i.e. IGST, SGST & CGST as applicable)		
6.	Confirm that you have submitted copy of unpriced SOQR's mentioning 'QUOTED' wherever applicable in the techno-commercial offer.		
7.	Submission of GST Reg. Certificate & HSN Code No. of Materials		
8.	Submission of DGS&D/MSME/NSIC/SSIC Registration Certificate		

(Signature of Bidder with Stamp)

Continuation Sheet.3

**1.0 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. (B&R) having its registered office at Kankaria Centre, 5<sup>th</sup> Floor, 2/1, Russel Street, Kolkata-700071.
- 1.1.2 The "**Tender/Offer**" shall mean the Proposal submitted by the Tenderer/Bidder in response to Purchaser's Notice of Invitation to this Tender (NIT).
- 1.1.3 The "**Chairman-cum-Managing Director**" shall mean the Chairman-cum- Managing Director, Bridge & 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 representative his successors and permitted assignees.
- 1.1.5 The " **Dy. General Manager /Asst. General Manager**" / "**Area Manager**" / "**Project Manager**"/ "**Resident Manager**"/"**Asst. Resident Manager**" shall mean the person(s) as nominated from time to time by the Purchaser to act for an 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 or 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 case any dispute, the decision of the 'Purchaser' will be final & binding upon the suppliers.
- 1.1.8 'Purchaser's **Client/Owner**' mean client of Purchaser i.e. M/s. TKIS/NALCO.
- 1.1.9 "**Project Site**" shall mean the site of work for 5TH STREAM ALUMINA PLANT, NALCO, DAMANJODI, KORAPUT, ODISHA-763008
- 1.1.10 The "**Period of Liability**" in relation to the order means the specified period from the date of issue of completion certificate by B&R.
- 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/Amended 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)**" 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.

1.1.14 **"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.

1.1.15 **"TPIA"** shall mean third Party Inspection Agency.

## **2.0 Instruction to Tenderer :**

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

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

## **3.0 Submission of Tender:**

3.1 The Sealed Tenders are to be submitted in the manner specified in this Tender Document in a Sealed Cover marked for Dy. General Manager (Co-ordination) Project-Damanjodi. Postal delays or any such excuses will not be entertained.

3.2 The tender is to be submitted in Two Parts.

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

The two separately sealed envelopes containing Part-I and Part-II of the bid shall be inserted in a third envelope and sealed superscribing with the tender reference, due date, etc and marked for attention of DY. GENERAL MANAGER (CORD) PROJECT-DAMANJODI.

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

### **3.3.a Part-I : Technical and Commercial Unpriced Part :**

1. One copy of the complete Tender Document duly signed & stamped on each page.
2. Covering letter in Bidder's letter head.
3. Techno-commercial Questionnaires Sheet duly filled in stamped & signed.
4. Compliance/Deviation list, if any.
5. Catalogue/leaflet etc.
6. Un-priced copy of price Bid/SOQR duly mentioning quoted items (Part-II).
7. Photocopy of PAN

8. Photocopy of GST Registration Certificate & the Bidder should submit the copy of **Latest filed Monthly/Quarterly GSTR-3B return** as GST Clearance Certificate along with GST Registration Certificate with Bid documents failing which their offer shall not be considered for further evaluation.

All supplier/contractors having registration in other State (**except ODISHA**) shall raise their tax invoice by charging IGST only. Otherwise their price shall be evaluated by loading GST amount as applicable rate specified by Bidder(s).

9. DGS&D/MSME/NSIC/SSIC Registered Parties has to submit the Copy of the Valid Registration Certificate mentioning SC/ST/General/Women Entrepreneurs along with Techno-commercial part of the Bid.
10. Quality & other relevant authorization/approval certificate (if any).
11. Any bidder from a country that 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 the order no (Public Procurement No 4) dtd 23.02.2023 by Ministry of Finance, Department of Expenditure (Procurement Policy Dept.) relevant declaration format is enclosed .States

**Incomplete documentation may be liable for rejection of the bid.**

3.3(b) **PART-II : PRICED PART**

1. Covering letter in Bidder's letter head.
2. PRICE BID/SOQR duly filled, stamped & signed

**4. Schedule of Quantities and Rates duly filled in:**

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

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

**6. The Tender shall be addressed and submitted to :**

**Dy. General Manager (PROJECT),  
Bridge and Roof Co. (India) Ltd,  
NALCO TOWNSHIP  
QTR- D-35, SEC-III,  
NALCO DAMANJODI  
Koraput, Odisha-763008**

**7.1 Due Date of Submission & Opening of Bid**

**Due date of submission of sealed tender is 28.04.2025 up to 15.00 Hours.**

The Bid shall be opened on **29.04.2025 at 16.00 Hours** at following address:

Bridge And Roof Co. (India) Ltd.,  
OCHC Complex, Near Ram Mandir,  
Janpath, Bhubaneswar, Odisha.

GSTIN: 21AABCB3166E1ZB, State Code-21

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- 7.2** Intending bidders may send their authorized representative to attend opening of offer. Techno commercially acceptable bidders only shall be intimated about the date and time of price bid opening

**8. 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 requirement between two or more Tenderers.

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 correspondence 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 proof of the qualification requirements and /or deliberately gives wrong information /submit fake, false, fabricated, forged documents.

Record of poor performance with B&R '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 B&R/Nalco, or financial failures, a record of court cases with B&R against earlier tender/ contracts etc.

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

In any of above, B&R reserves the right to reject such tender at any stage or to cancel the contract if awarded

**9. 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&R's consent in writing to revoke or cancel his tender given or any terms thereof.

**10. Liquidated Damage(LD):**

If you fail to deliver the materials within the time schedule mutually agreed upon as specified in the order, then B&R at their sole discretion –

Shall recover from supplier an amount as Liquidated Damage **@1%** (One percent) per week of delay subject to maximum **10%** (ten percent) of the total value of the order.

AND/OR

Shall at the risk and cost of supplier and without prejudice to exercising B&R'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

**11. FIRM PRICE :**

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

**Rates / Prices Shall Be Quoted In Indian Rupee.**

**12. TAXES & DUTIES :****12.1 GOODS & SERVICE TAX (GST) :**

- (i) The Tenderer/Bidder shall quote the prices confirming clearly the following components, to be paid extra.
- (ii) The Tenderer/Bidder must have registration with the GST Authority. The GST as legally legible & payable by the bidder under the provision of applicable laws/acts, shall be paid by B&R as per bidder's bill. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in Invoice and also submit proper tax invoice as per Section 31 of CGST Act and Rule 46 of CGST Rule, 2017 to get input tax credit by B&R. If the Input Tax Credit is disallowed by authority due to any reason attributable to bidder, the same shall be recovered from Bidder's bill. The bidder shall also have to submit the relevant documents with respect to GST Registration and mentioning HSN/SAC Code to be applicable on the Items/materials, along with the Techno-commercial part of offer.
- (iii) GST TDS@2% (two Percent) will be deducted from your invoice on basic order value i.e. on Landed price before GST, under GST Law w.e.f. 01.10.2018 as per Govt. Notification No.50/2018-Central Tax dated 13.9.2018 for supply of taxable goods. TDS @1% each for CGST & SGST or 2% for IGST will be applicable except the exemption provision as stipulated in GST Law. Tax deducted at source will be deposited to the Govt. and TDS Certificate will be issued to the supplier as per the rules.  
All supplier/contractors having registration in other State (except **ODISHA**) shall raise their tax invoice by charging IGST only. Otherwise their price shall be evaluated by loading GST amount as applicable rate specified by Bidder(s).
- (iv) IT-TDS - Income Tax TDS as applicable U/s 194Q of the I. T. Act shall be deducted by B&R's Project site from your Gross Bill value & TDS Certificate will be issued accordingly.

**13. Details of Receiver :**

(a) Name: Bridge & Roof Co. (I) Ltd., (b)Address : OCHC Complex, Near Ram Mandir, Janpath, Bhubaneswar, Odisha (c) State Name : Odisha (d) State Code : 21 (e) GSTIN/Unique ID: 21AABCB3166E1ZB

**14. 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 (excluding GST on Transit Insurance) shall be quoted in SOQR.**

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.

**15. DELIVERY SCHEDULE :**

Delivery Schedule is the essence of order and the supplier must strictly and scrupulously adhere to the Delivery Schedule given below.

All materials complete in all respect shall be safely delivered at Consignee's address by road transport on door delivery basis within 7 to 10 days progressively from the date of LOI/PO.

**16. CONSIGNEE'S & BILLING ADDRESS :****CONSIGNEE ADDRESS:**

The Dy. General manager  
Bridge and Roof Co.(I) Limited  
5th Stream Alumina Plant  
1.0 MTPA Alumina Refinery  
NALCO, Damanjodi, Koraput,  
Odisha-763008.

**BILLING ADDRESS:**

Bridge and Roof Co.(I) Limited  
OCHC Complex, Near Ram Mandir,  
Janpath, Bhubaneswar, Odisha.  
GSTIN: 21AABCB3166E1ZB  
State Code-21

**17. PACKING, FORWARDING CHARGES :**

The Supplier shall dispatch the materials at respective 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. **Bidder shall quote packing & forwarding Charges without GST in SOQR.**

**18. FREIGHT :**

Supplier shall delivered the materials at Place of supply/Consignee's address on 'door delivery' basis and Freight Charges shall be shown separately in the Invoice excluding GST on Freight Charges. **Bidder shall quote Freight Charges without GST in SOQR.**

**19. Mode of Dispatch :**

All materials shall be delivered within time to the consignee's address specified in clause no.16 above by road on "Door delivery basis".

**20. Guarantee/Defect Liability Period :**

All materials shall be supplied strictly in accordance with the specification, sizes, quantities stated in the Order/Tender. No deviation from such specification or alternations of these conditions shall be made without the written consent of the Purchaser.

Supplier shall fully guarantee that the materials supplied shall perform strictly in accordance with the specifications and to be free from all defects in respect of materials and workmanship, etc. All the materials, **supplied shall be guaranteed by the supplier for its durability and satisfactory performance for a minimum period of 12(twelve) months from the date of commissioning or 18(eighteen) months from last supply whichever is earlier**, the materials 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.

**21. TERMS OF PAYMENT:**

- (i) No advance payment will be made by us.
- ii) 95 % payment will be released after receipt of material at site alongwith GST INVOICE, receipted copy of challan, and materials test certificate  
And 5 % will be released after acceptance of Client.
- iii) All payment will be made from our Bhubaneswar Office by RTGS/E-Payment & for the same following to be furnished.

Name of Company :  
Name of Bank :  
Name of Branch :  
City :  
Account Number :  
Account Type :  
IFSC Code of the Bank Branch :  
MICR Code of the Bank Branch :

**22. SECURITY DEPOSIT/Retention Money**

5% (five percent) of the certified gross value of the bills will be deducted by cash and retained with the company towards security deposit/retention money for the due and faithful performance of the contractor's obligations under the contract. The accumulated security/retention amount less the recoveries, if any, will be refunded and released to the supplier after the acceptance of the Client. No interest shall be paid on the security deposit/retention money.

- (d) 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 B&R /TKIS/NALCO/TPIA without any extra cost.
- (e) Even if inspection and/or tests are fully carried out at the supplier's works by the B&R /TKIS/NALCO/TPIA at any stage of execution of the order, the supplier shall not be absolved of any degree of his obligations/responsibility to ensure that all materials supplied comply strictly with the requirements as per specification given in the Tender/Order and B&R/TKIS/NALCO/TPIA shall be free to point out any defect till the guarantee period is over.
- (f) Vendor shall give inspection call along with internal inspection report to purchaser for carrying out inspection in line with approved QAP minimum 7 (seven) days in advance.

**24. Documents to be furnished by Vendor after issuance of LOI/PO :**

2 (two) sets of QAP within 7 (seven) days of receipt of LOI/PO along with soft copy which shall be scrutinized and approved by TKIS/NALCO/TPIA/B and R.

**25. Evaluation of the Offers :**

- (a) Evaluation shall be made in Indian Rupee CIF B&R's Project Site (Consignee's Address) basis for item wise or total quoted value as per B&R's sole discretion.
- (b) Price evaluation shall be done after considering suitable financial loading as per prevailing market rate wherever applicable as per sole discretion of B&R against techno-commercial deviation (if any) taken by bidder.

**26. Termination/Cancellation of Purchase Order :**

In case the supplier fails to supply the 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.

**27. ACCEPTANCE OF LOI & PURCHASE ORDER :**

The supplier should confirm acceptance of LOI/SLOI over fax latest within 07 (seven) days of receipt of the same, if such confirmation is not received by B&R, from supplier within the specified time as above, it will be deemed that the supplier has accepted the LOI/SLOI in TOTO.

Purchase Order shall be issued in duplicate and supplier shall return duplicate copy of the Purchase Order duly signed and stamped as a token of acceptance within 07 (seven) days of receipt of the P.O. If duplicate copy of P.O. is not received within said 05(five) days, it will be deemed that the PO has been accepted in TOTO.

**28. ACCEPTANCE OF BID :**

The bidder who accepted all terms and conditions as mentioned in tender documents, their offer may be commercially accepted. The price part of the bidders, who are commercially qualified may be considered for opening & may be intimated about the date & time of price bid opening according. Acceptance of TKIS/NALCO is a pre-requisite for consideration of Bidders offer by B&R for this tender/commercial agreement. Accordingly Bidder(s) whose offer is not acceptable to TKIS/NALCO (Owner of the Project) shall not be considered and shall be rejected by B and R. No correspondence and claim etc. from the bidder in pursuant to the Tender/Commercial Agreement shall be entertained by B&R under any circumstance what so ever.

**29. QUANTITY VARIATION :**

The quantities mentioned in the SOQR are tentatively only and may vary up to +/- 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.

**30. Arbitration & Conciliation :**

**B&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 :-**

(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. (here in after referred as "the Rules") by making application to the Secretariat of the SCOPE Forum.

The Party initiating conciliation shall send to the other party a written invitation to conciliate under the Rules, briefly identifying the subject matter of the dispute.

The settlement so rendered between the Parties in pursuance thereof shall be final and binding on the Parties.

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

**Resolution of Dispute through Arbitration :-**

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise duty and also concerning Railways) between company (B&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.**

31. **PURCHASE PREFERENCE TO MAKE IN INDIA**

- 31.1 In line with Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry, Govt. of India by way of providing purchase preference, B&R 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 :

B&R 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"

**'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 '.

### 31.2 **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) or 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.

### 31.3 **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 procurement 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 will be awarded to L 1.
  - (ii) If L 1 is not 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. 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 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 L1 bidder.

- (c) In the procurement of goods or works, which are covered by para 2(b) above and **which are divisible in nature**, and in procurement or 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 L1 price subject to Class-I local supplier's quoted price, failing 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. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price.
  - (iii) In case the lowest eligible 'Class-I local supplier' fails to match L1 price, the 'Class -I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match L1 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 L1 price, the contract may be awarded to the L1 bidder.
- (d) **"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.**

31.4 **IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA:**

Any bidder from a country that 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 the order no (Public Procurement No 4) dtd 23.02.2023 by Ministry of Finance, Department of Expenditure (Procurement Policy Dept.) relevant declaration format is enclosed.

32. Information on litigation history, liquidated damages, disqualification, etc. declaration in Tenderer's Letter Head. Details of the list of the Arbitration and Court Cases during the last 5 Years (details to be submitted in Annexure-D). Bidder(s) who had a record of Court Case/Litigation History with BAND R/our Client against previous Tender/Contracts shall not be considered for these Tenders.

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Stamp & Signature of Tenderer

Continuation Sheet 15.

**COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA****(Submitted on Bidder's Letter Head)**

a.	The bidder, (Name of the bidder) is not from a country which shares a land border with India;
	(or)
	The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;
	(or)
	The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.
	(or)
	Any Bidder (including an Indian Bidder) who has a specified Transfer of Technology(ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including Turnkey Projects) only if the bidder is registered with the Competent Authority, <b>specified in Annexure-I which is enclosed herewith:</b>
b.	I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
c.	I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

.....

Bridge &amp; Roof Co. (I) Ltd.

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**ANNEXURE-C**

<b>Name of Work</b>	<b>:</b>	<b>Notice Inviting Tender (NIT) for "SUPPLY &amp; DELIVERY OF RIVER SAND, 10 MM AND 20 MM NOMINAL SIZED CRUSHED STONE AGGREGATE AND CONFIRMING TO IS :383:2016 OF LATEST REVISION FOR CIVIL WORKS, AT NALCO, DAMANJODI, ODISHA."</b>

**LIST OF ARBITRATION CASES DURING LAST 5 YEARS**

Sl. No.	Name of Works	Value of Work	Name of Client/Dept.	Amount and date of Claim preferred	Claim of Dept., if any	Brief reason of disputes	Final / present position of the case

**LIST OF COURT CASES DURING LAST 5 YEARS**

Sl. No.	Name of Works	Value of Work	Name of Client/ Deptt.	Name of the Court	Date of Institution of Case	Relief Sought from court	Brief reason of disputes	Final/Pre sent position of the case

**FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING MINIMUM LOCAL CONTENT**

(To be provided on a Company's letterhead )

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

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

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/B&R or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for ..... (*Enter the name of the Equipment/Item for Project*).

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

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

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

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

**1. Name and details of the Local Supplier**

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

Date on which this certificate is issue .....

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

Procuring entity to whom the certificate is furnished .....

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

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

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

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

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

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

Insert Name, Designation and Contact No.

Continuation Sheet 18.

SCHEDULE OF QUANTITIES AND RATESUNPRICED

SL NO	DESCRIPTION	UOM	QTY	RATE/CUM	AMOUNT (IN Rs.)
<b>A.</b>	"SUPPLY & DELIVERY OF RIVER SAND, 10 MM AND 20 MM NOMINAL SIZED CRUSHED STONE AGGREGATE AND CONFIRMING TO IS :383:2016 OF LATEST REVISION FOR CIVIL WORKS, AT NALCO, DAMANJODI, ODISHA."				
<b>I.</b>	River Sand ( Grading Zone-II)	<b>CUM</b>	3500		
<b>II.</b>	10 mm Nominal Sized Crushed Stone Aggregate	<b>CUM</b>	1500		
<b>III.</b>	20 mm Nominal Sized Crushed Stone Aggregate	<b>CUM</b>	1500		

<b>B.</b>	DESCRIPTION	RATE	AMOUNT (IN Rs.)	REMARKS
<b>I</b>	BASIC PRICE (EX- WORKS)			
<b>II.</b>	Packing & forwarding charges without GST (Pl. specify the amount)			PL PUT THE COMPONENT HERE
<b>III.</b>	Freight / Transportation charge without GST (Pl. specify the amount)			PL PUT THE COMPONENT HERE
<b>IV</b>	Transit Insurance Charge without GST(Pl. specify the amount)			PL PUT THE COMPONENT HERE
<b>V.</b>	Total Price (I+II+III+IV)			PL PUT THE COMPONENT HERE
<b>VI.</b>	GST on (V) extra as applicable (in % age)			PL PUT THE COMPONENT HERE
<b>(a)</b>	IGST:			
<b>(b)</b>	CGST:			
<b>(c)</b>	SGST:			
<b>VII</b>	TOTAL PRICE INCLUDING GST			
	TOTAL CIF PRICE FOR DAMANJODI SITE OFFICE, KORAPUT DISTRICT, ODISHA			

NOTE: BIDDER MUST SUBMIT THEIR OFFER INCLUDING ROYALTY CHARGES

**Signed & stamped of Bidder**

Continuation Sheet 19.

BRIDGE AND ROOF CO ( INDIA ) LIMITED

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ANNEXURE-E

DATE: 21.04.2025

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SCHEDULE OF QUANTITIES AND RATES**PRICED**

SL NO	DESCRIPTION	UOM	QTY	RATE/SET	AMOUNT (IN Rs.)
<b>A.</b>	"SUPPLY & DELIVERY OF RIVER SAND, 10 MM AND 20 MM NOMINAL SIZED CRUSHED STONE AGGREGATE AND CONFIRMING TO IS :383:2016 OF LATEST REVISION FOR CIVIL WORKS, AT NALCO, DAMANJODI, ODISHA."				
I.	River Sand ( Grading Zone-II)	<b>CUM</b>	3500		
II.	10 mm Nominal Sized Crushed Stone Aggregate	<b>CUM</b>	1500		
III.	20 mm Nominal Sized Crushed Stone Aggregate	<b>CUM</b>	1500		

<b>B.</b>	DESCRIPTION	RATE	AMOUNT (IN Rs.)	REMARKS
I	BASIC PRICE (EX- WORKS)			
II.	Packing & forwarding charges without GST (Pl. specify the amount)			
III.	Freight / Transportation charge without GST (Pl. specify the amount)			
IV	Transit Insurance Charge without GST(Pl. specify the amount)			
V.	Total Price (I+II+III+IV)			
VI.	GST on (V) extra as applicable (in % age)			
(a)	IGST:			
(b)	CGST:			
(c)	SGST:			
VII	TOTAL PRICE INCLUDING GST			
	TOTAL CIF PRICE FOR DAMANJODI SITE OFFICE, KORAPUT DISTRICT, ODISHA			

NOTE: BIDDER MUST SUBMIT THEIR OFFER INCLUDING ROYALTY CHARGES

**Signed & stamped of Bidder**