

**BRIDGE AND ROOF CO. (INDIA) LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

5<sup>th</sup> Stream Alumina Plant  
NALCO, DAMANJODI, KORAPUT  
ODISHA - 763008

**Sub: Notice Inviting Tender (NIT) for "HIRING OF 1 (one) No 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA PLANT AT DAMANJODI, ODISHA."**

ISSUED BY:-	DEPUTY GENERAL MANAGER (CO-RD) PROJECTS, DAMANJODI
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\*NAME OF THE TENDERER:

\*ADDRESS: .....

.....

.....

\*CONTACT PERSON: .....

\*TELEPHONE NO: .....

\*FAX NO: .....

\*EMAIL NO: .....

**\* THE TENDERER SHOULD FILL-UP AND SUBMIT THE SAME WITH THEIR OFFER.**

**DUE DATE OF SUBMISSION OF TENDER: 29.04.2024**

**BRIDGE AND ROOF CO. (INDIA) LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISES)**

**MASTER INDEX**

**Name of Work: "HIRING OF 1 (one) No 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA PLANT AT DAMANJODI, ODISHA."**

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**BRIDGE AND ROOF CO. (INDIA) LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

5<sup>th</sup> Stream Alumina Plant  
NALCO, DAMANJODI, KORAPUT  
ODISHA - 763008

**NOTICE INVITING TENDER**

OFFER(S) ARE INVITED FROM REPUTED, RESOURCEFUL AND EXPERIENCED PARTIES MEETING PRESCRIBED QUALIFYING CRITERIA FOR ""HIRING OF 1 (ONE) NO 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI, ODISHA.""

LAST DATE OF SUBMISSION OF OFFER: 29.04.2024 UP TO 18.00 HRS.

**BRIDGE AND ROOF CO. (INDIA) LTD.  
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**ANNEXURE – A**

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DOCUMENT TO BE SUBMITTED FOR PARTICIPATING IN THE TENDER FOR ""HIRING OF 1 (ONE) NO 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI, ODISHA.""

**DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER:**

1.	PHOTOCOPY OF PAN CARD, GST, PREVIOUS WORK EXPERIENCE FOR SIMILAR OR HIGHER TYPE OF THE JOB DURING LAST 2 YEARS.
2.	COPY OF GST REGISTRATION CERTIFICATE AND COPY OF LATEST FILED MONTHLY/ QUARTERLY GSTR-3B RETURN AS GST CLEARANCE, FAILING WHICH THE BIDDERS OFFER SHALL NOT BE CONSIDERED FOR FURTHER EVALUATION.  ALL AGENCIES 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.

\_\_\_\_\_  
Signed AND Stamped of Tenderer

**ANNEXURE – B**

**Page 1 of 3**

**INSTRUCTIONS TO BIDDERS**

<b>1.</b>	BIDS ARE INVITED FROM RESOURCEFUL AND CAPABLE TENDERERS BY BRIDGE AND ROOF CO. (I) LTD. (BANDR) ON BEHALF OF THE WORK: ""HIRING OF 1 (ONE) NO 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI, ODISHA.""	
	THE CHAIRMAN CUM MANAGING DIRECTOR / DIRECTOR (PROJECT MANAGEMENT) OR THEIR AUTHORIZED REPRESENTATIVE OF B AND R SHALL BE THE ACCEPTING OFFICER HERE-IN-AFTER REFERRED TO AS SUCH FOR THE PURPOSE OF THIS CONTRACT.	
	A TENDERER SHALL QUOTE IN FIGURES AS WELL AS IN WORDS RATE(S) TENDERED. IN CASE OF ANY DISCREPANCY BETWEEN THE TWO, RATE(S) QUOTED IN WORDS SHALL PREVAIL. IN CASE OF DISCREPANCY BETWEEN QUOTED RATE AND AMOUNT, RATE SHALL PREVAIL.	
	SUBMISSION OF A TENDER BY A TENDERER IMPLIES THAT HE HAS READ THESE INSTRUCTIONS AND ALL OTHER PARTS OF THE TENDER DOCUMENT AND HAS MADE HIMSELF AWARE OF THE SCOPE OF THE WORK TO BE DONE AND OF CONDITIONS OF CONTRACT AND LOCAL CONDITIONS AND OTHER FACTORS HAVING BEARINGS ON THE EXECUTION OF THE WORK.	
<b>1.2</b>	<b><u>PROCEDURE FOR SUBMISSION OF BID:</u></b>	
	UNDER NO CIRCUMSTANCES THE TENDERERS SHOULD INCORPORATE ANY CHANGES/MODIFICATIONS ETC., IN THE TENDER DOCUMENT ITSELF TO AVOID REJECTION OF THEIR TENDERS.	
<b>1.3</b>	<b>BID SHALL BE SUBMITTED IN SINGLE COVER CONTAINING FOLLOWINGS:</b>	
	(I)	POWER OF ATTORNEY IN CO'S LETTERHEAD.
	(II)	DETAIL OF INFORMATION TO BE FURNISHED BY THE BIDDER AS PER ANNEXURE-C
	(III)	NO DEVIATION CERTIFICATE IN BIDDER'S LETTER HEAD TO BE FURNISHED BY THE BIDDER AS PER ANNEXURE-VI
	(IV)	SIGNED AND STAMPED NIT, ITB, GCC, TECHNO-COMMERCIAL CLARIFICATIONS ON MAJOR POINTS, COMPLETE NIT DOCUMENTS DULY SIGNED AND STAMPED AS A TOKEN OF ACCEPTANCE ALONG WITH ALL OTHER SUBMITTALS AS PRESCRIBED IN THE BIDDING DOCUMENT.
	(V)	THE TECHNICAL LEAFLET, LOAD CHART AND DIESEL CONSUMPTION REQUIRED PER HOUR BASIS FOR RUNNING THE BOOM MANLIFTER ON FULL LOAD CONDITION.
	(VI)	YEAR OF MANUFACTURE AND MODEL NO. OF BOOM MANLIFTER .
	THE FINANCIAL BID / BOQ TEMPLATE MUST NOT BE MODIFIED, REPLACED BY THE BIDDER; ELSE THE BID SUBMITTED IS LIABLE TO BE REJECTED FOR THIS TENDER. NO STIPULATION, DEVIATION, TERMS AND CONDITION, BASIS ETC. SHALL BE STIPULATED IN PRICE PART OF THE BID. ANY CONDITION, IF STIPULATED, MAY RENDER THE BID LIABLE FOR REJECTION.	
	THE COVERS SHALL BE SEALED AND SUPERSCRIBED WITH THE <b>TENDER REFERENCE</b> , DUE DATE AND THE NOTE "TENDER DO NOT OPEN BEFORE DUE DATE" AND MARKED FOR ATTENTION OF THE <b>DGM (CO-ORD.) - P / DAMANJODI</b>	
<b>1.4</b>	<b><u>DUE DATE OF SUBMISSION:</u></b>	
	DUE DATE OF SUBMISSION OF SEALED TENDER IS 07.02.2024 <b>UP TO 18.00 HOURS.</b>	
	TELEGRAPHIC OR FAX OR EMAIL OFFERS SHALL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.	
<b>1.5</b>	<b><u>TENDER VALIDITY</u></b>	
	TENDER SUBMITTED BY TENDERER SHALL REMAIN VALID FOR ACCEPTANCE FOR A PERIOD <b>OF 90 DAYS</b> FROM THE DATE SET FOR SUBMISSION OF THE TENDER. THE TENDERER SHALL NOT BE ENTITLED WITHIN THE SAID PERIOD OF 90 (NINETY) DAYS TO REVOKE OR CANCEL OR VARY THE TENDER GIVEN OR ANY ITEM THEREOF, WITHOUT THE CONSENT OF BANDR. IN CASE TENDERER REVOKES OR CANCELS OR VARIES HIS TENDER IN ANY MANNER WITHOUT THE CONSENT OF B AND R.	

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE

**ANNEXURE-B**  
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**INSTRUCTIONS TO BIDDERS**

1.6	<p><b><u>AUTHORIZATION AND ATTESTATION:</u></b> TENDERS SHALL BE SIGNED BY A PERSON DULY AUTHORIZED/EMPOWERED TO DO SO. AN ATTESTED COPY OF THE POWER OF ATTORNEY, IN CASE THE TENDER SIGNED BY AN INDIVIDUAL OTHER THAN THE SOLE PROPRIETOR SHALL BE SUBMITTED IN THEIR CO'S LETTER HEAD ALONG WITH THE TENDER.</p>
1.7	<p><b><u>LANGUAGE:</u></b> THE TENDER SHALL QUOTE THE RATES IN <b>ENGLISH LANGUAGE.</b></p>
	<p>TENDERER'S CANNOT WITHDRAW OR MAKE ANY CHANGES IN THEIR OFFER ALREADY SUBMITTED BEFORE THE EXPIRY OF THE ABOVE VALIDITY PERIOD OR TAKE ANY EXTENSION THEREOF WITHOUT THE WRITTEN CONSENT OF THE COMPANY.</p>
	<p>THE SUCCESSFUL TENDERER SHALL ACCEPT THE LOI WITHIN 3 (THREE) DAYS FROM RECEIPT OF THE SAME, FAILING WHICH THE AWARD OF WORK MAY BE LIABLE TO BE CANCELLED.</p>
	<p>TENDERERS ARE ADVISED TO INSPECT AND EXAMINE THE SITE AND ITS SURROUNDINGS AND SATISFY THEMSELVES BEFORE SUBMITTING THEIR TENDERS ABOUT THE NATURE OF THE WORK AND SITE SITUATION, ENVIRONMENTS, FACILITIES AVAILABLE, POSITION OF MATERIAL AND LABOUR, MEANS OF TRANSPORT AND ACCESS TO SITE (SO FAR AS IS PRACTICABLE), THE FORM AND NATURE OF THE SITE, THE ACCOMMODATION THEY MAY REQUIRE AND IN GENERAL SHALL THEMSELVES OBTAIN ALL NECESSARY INFORMATION AS TO RISKS, CONTINGENCIES AND OTHER CIRCUMSTANCES WHICH MAY INFLUENCE OR AFFECT THEIR TENDER. NO CLAIM WILL BE ENTERTAINED LATER ON THE GROUNDS OF LACK OF KNOWLEDGE OF ANY OF THESE CONDITIONS. A TENDERER SHALL BE DEEMED TO HAVE FULL KNOWLEDGE OF THE SITE WHETHER HE INSPECTS IT OR NOT AND NO EXTRA CHARGES CONSEQUENT ON ANY MISUNDERSTANDING OR OTHERWISE SHALL BE ALLOWED. THE TENDERER SHALL BE RESPONSIBLE FOR ARRANGING AND MAINTAINING AT HIS OWN COST ALL MATERIALS, TOOLS AND PLANTS, WATER, ELECTRICITY, ACCESS, FACILITIES FOR WORKERS AND ALL OTHER SERVICES REQUIRED FOR EXECUTING THE WORK UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THE CONTRACT DOCUMENT. SUBMISSION OF A TENDER BY TENDERER IMPLIES THAT HE HAS READ THESE INSTRUCTIONS AND ALL OTHER CONTRACT DOCUMENTS AND HAS MADE HIMSELF AWARE OF THE SCOPE AND SPECIFICATIONS OF THE WORK TO BE DONE AND LOCAL CONDITIONS AND OTHER FACTORS HAVING A BEARING ON THE EXECUTION OF THE WORK.</p>
1.8	<p><b><u>REJECTION OF TENDER AND OTHER CONDITIONS</u></b> THE COMPETENT AUTHORITY ON BEHALF OF THE B AND R DOES NOT BIND ITSELF TO <b>ACCEPT THE LOWEST</b> OR ANY OTHER TENDER AND RESERVES TO ITSELF THE AUTHORITY TO REJECT ANY OR ALL THE TENDERS RECEIVED WITHOUT ASSIGNING ANY REASON. TENDERS IN WHICH ANY OF THE PRESCRIBED CONDITION IS NOT FULFILLED OR ANY CONDITION INCLUDING THAT OF CONDITIONAL REBATE IS PUT FORTH BY THE TENDERER SHALL BE LIABLE FOR REJECTION.</p>
	<p>CONDITIONAL TENDERS, UNSOLICITED TENDERS, TENDERS WHICH ARE INCOMPLETE OR NOT IN THE FORM SPECIFIED OR DEFECTIVE OR HAVE BEEN MATERIALLY ALTERED OR NOT IN ACCORDANCE WITH THE TENDER CONDITIONS, SPECIFICATIONS ETC., ARE LIABLE TO BE REJECTED.</p>
	<p>TENDERS ARE LIABLE TO BE REJECTED IN CASE OF UNSATISFACTORY PERFORMANCE OF THE TENDERER WITH BANDR, OR TENDERER UNDER SUSPENSION (HOLD / BANNING / DELISTED) BY BANDR. B AND R RESERVES THE RIGHT TO REJECT A BIDDER IN CASE IT IS OBSERVED THAT THEY ARE OVERLOADED AND MAY NOT BE IN A POSITION TO EXECUTE THIS JOB AS PER THE REQUIRED SCHEDULE. THE DECISION OF B AND R WILL BE FINAL IN THIS REGARD.</p>

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
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**ANNEXURE-B**  
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**INSTRUCTIONS TO BIDDERS**

	IF A TENDERER WHO IS A PROPRIETOR EXPIRES AFTER THE SUBMISSION OF HIS TENDER OR AFTER THE ACCEPTANCE OF HIS TENDER, B AND R MAY AT THEIR DISCRETION, CANCEL SUCH TENDER. IF A PARTNER OF A FIRM EXPIRES AFTER THE SUBMISSION OF TENDER OR AFTER THE ACCEPTANCE OF THE TENDER, B AND R MAY THEN CANCEL SUCH TENDER AT THEIR DISCRETION, UNLESS THE FIRM RETAINS ITS CHARACTER.
	IF THE TENDERER DELIBERATELY GIVES <b>WRONG INFORMATION</b> 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 / SECURITY DEPOSIT / ANY OTHER MONEY DUE.
	CANVASSING IN ANY FORM IN CONNECTION WITH THE TENDERS SUBMITTED BY THE TENDERER SHALL MAKE HIS OFFER LIABLE TO REJECTION.
	THE TENDER SUBMITTED BY A TECHNO COMMERCIALY QUALIFIED TENDERER SHALL BECOME THE PROPERTY OF B AND R WHO SHALL BE UNDER NO OBLIGATION TO RETURN THE SAME TO THE BIDDER. HOWEVER UNOPENED PRICE BIDS AND LATE TENDERS SHALL BE RETURNED TO THE BIDDERS.
	UNSOLICITED DISCOUNT RECEIVED AFTER THE DUE DATE AND TIME OF BID SUBMISSION SHALL NOT BE CONSIDERED FOR EVALUATION. HOWEVER, IF THE PARTY WHO HAS SUBMITTED THE UNSOLICITED DISCOUNT/REBATE BECOMES THE L-1 PARTY, THEN THE AWARDED PRICE I.E. CONTRACT VALUE SHALL BE WORKED OUT AFTER CONSIDERING THE DISCOUNT SO OFFERED.
	B AND R SHALL NOT BE LIABLE FOR ANY EXPENSES INCURRED BY THE BIDDER IN THE PREPARATION OF THE TENDER IRRESPECTIVE OF WHETHER THE TENDER IS ACCEPTED OR NOT.
	THE BIDDER MUST PROVIDE ANY FURTHER DETAILS REQUIRED FOR THE REVIEW UPON REQUEST FROM BANDR. FAILURE TO COMPLY WITH ANY REQUEST BY B AND R FOR SUCH INFORMATION WILL RESULT IN REJECTION OF THEIR OFFER. B AND R MAY, IN ITS ABSOLUTE DISCRETION SUSPEND OR DISQUALIFY A BIDDER / BIDDERS WHO, AT ANY TIME, IS CONSIDERED TO HAVE BREACHED ANY OF THE QUALIFICATION CONDITIONS OR HAS PERFORMED IN AN UNSATISFACTORY MANNER WITHOUT ASSIGNING ANY REASON WHATSOEVER.
	<b><u>TENDER / DOCUMENTS TO BE SUBMITTED TO :</u></b> DGM (CO-ORD.) - P / DAMANJODI BRIDGE AND ROOF CO (I) LTD 5 <sup>TH</sup> STREAM ALUMINA REFINERY PLANT NALCO, DAMANJODI, KORAPUT ODISHA - 763008

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ANNEXURE - C

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**BIDDER/TENDERER MUST FILL UP THE FOLLOWING INFORMATION AND SUBMIT WITH THE TENDER:**

1)	Name of the Bidder/Tenderer	:	
2)	Address of the Bidder/Tenderer	:	
3)	Bidder/Tenderer Telephone/Fax	:	
	Email	:	
4)	Contact Person of Bidder / Tenderer	:	
	Mobile No.	:	
5)	Business Details	:	
5.1	Permanent Account No.	:	
5.2	GST Number	:	
5.3	DGS AND D/SSI/NSIC/MSME Registered Party (copy to be enclosed duly notarized)	:	
	(a)Registration No. AND Dated	:	
	(b)Registration under Service/Manufacturer	:	
	(c) Validity	:	
	(d) Category	:	
	(e)Owner Under Category (General/SC/ ST/ Owned by Women)	:	

Date:

(Signature with Seal)



**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**DEFINITION OF TERMS**

THE VARIOUS TERMS APPEARING IN THE TENDER DOCUMENT SHALL HAVE THE FOLLOWING MEANING UNLESS THEY ARE REPUGNANT TO THE CONTEXT OTHERWISE:

**DEFINITIONS AND INTERPRETATIONS**

IN THE DOCUMENT, THE FOLLOWING WORDS AND EXPRESSIONS SHALL HAVE THE MEANING AS MENTIONED THERE UNDER:

- 1.1.1 THE "**COMPANY**" SHALL MEAN BRIDGE AND ROOF CO. (INDIA) LTD. (B AND R) HAVING ITS REGISTERED OFFICE AT 'KANKARIA CENTRE', 5<sup>TH</sup> FLOOR, 2/1, RUSSEL STREET, KOLKATA - 700071.
- 1.1.2 THE "**OWNER**" SHALL MEAN M/S. NATIONAL ALUMINIUM CO. LTD. (NALCO), NALCO, DAMANJODI, ODISHA.
- 1.1.3 THE "**CONSULTANT**" SHALL MEAN M/S. THYSSENKRUPP INDUSTRIAL SOLUTION (INDIA) PVT. LTD (TKIS).
- 1.1.4 THE "**WORK ORDER**" SHALL MEAN A WRITTEN ORDER ISSUED BY THE COMPANY FORMALLY AWARDING THE WORKS TO THE SUCCESSFUL BIDDER.
- 1.1.5 THE "**CHAIRMAN CUM MANAGING DIRECTOR**" SHALL MEAN THE CHAIRMAN CUM MANAGING DIRECTOR, BRIDGE AND ROOF CO. (INDIA) LTD.
- 1.1.6 THE "**VENDOR**" SHALL MEAN THE PERSON, FIRM OR COMPANY (HEREINAFTER CALLED TENDERER / BIDDER) WHOSE OFFER HAS BEEN ACCEPTED BY THE COMPANY AND INCLUDES THE HIRER'S LEGAL REPRESENTATIVE, HIS SUCCESSORS AND PERMITTED ASSIGNEES.
- 1.1.7 THE "**ENGINEER-IN-CHARGE**" SHALL MEAN THE PERSON AS NOMINATED FROM TIME TO TIME BY THE COMPANY TO ACT FOR AN ON BEHALF OF THE COMPANY AT THE PROJECT SITE.
- 1.1.8 THE "**HIRED EQUIPMENT**" SHALL MEAN AND INCLUDE THE BOOM MANLIFTER WITH ALL ACCESSORIES.
- 1.1.9 COMPANY'S "**CLIENT**" SHALL MEAN CLIENT OF THE COMPANY.
- 1.1.10 AN "**APPOINTING AUTHORITY**" FOR THE PURPOSE OF ARBITRATION SHALL MEAN THE CHAIRMAN CUM MANAGING DIRECTOR (CMD) OR ANY OTHER PERSON AS DESIGNATED BY HIM.
- 1.1.11 "**LETTER OF INTENT (LOI)**" SHALL MEAN AN INTIMATION BY A LETTER TO THE TENDERER THAT HIS OFFER HAS BEEN ACCEPTED IN ACCORDANCE WITH THE PROVISIONS CONTAINED THEREIN AND SHALL BE ISSUED BY THE CHAIRMAN CUM MANAGING DIRECTOR OR HIS AUTHORIZED REPRESENTATIVE WHICH WILL BE FOLLOWED BY THE FORMAL WORK-ORDER AS DEFINED IN CLAUSE 1.1.4 ABOVE.
- 1.1.12 **TECHNICAL SPECIFICATIONS / DESCRIPTION OF THE EQUIPMENT**  
1 (ONE) NO. BOOM MANLIFTER (135 FT LONG).

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE

**GENERAL CONDITIONS OF CONTRACT (GCC)**

ANNEXURE-I  
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01.	<p><b><u>SCOPE OF WORK:</u></b></p> <p>THE SCOPE OF WORK IN GENERAL INCLUDES SCOPE OF WORK SPECIFIED IN NALCO/TKIS/B AND R'S SCHEDULE OF RATES AND QUANTITIES OF THE BIDDING DOCUMENT. FURTHER, IT INCLUDES ANY OTHER WORK NOT SPECIFICALLY MENTIONED BUT REQUIRED TO COMPLETE THE WORK AS PER INSTRUCTIONS OF ENGINEER-IN-CHARGE.</p> <p>SCOPE OF WORK SHALL BE READ IN CONJUNCTION WITH ITEM DESCRIPTION OF SCHEDULE OF QUANTITIES AND RATES.</p> <p>IN CASE ANY ACTIVITIES THOUGH SPECIFICALLY NOT COVERED IN DESCRIPTION OF ITEM UNDER "SCHEDULE OF QUANTITIES AND RATES" BUT IS REQUIRED TO COMPLETE THE WORK WHICH COULD BE REASONABLY IMPLIED/INFORMED FROM THE CONTENT OF BIDDING DOCUMENT, THE COST FOR CARRYING OUT SUCH ACTIVITY OF WORK SHALL BE DEEMED TO BE INCLUDED IN THE ITEM RATE.</p>
2.	ALL NECESSARY ARRANGEMENT RELATED TO SAFETY SHOULD BE AVAILABLE WITH THE BOOM MANLIFTER .
	Note:
(i)	THE BOOM MANLIFTER SHOULD BE DELIVERED COMPLETE WITH ALL ACCESSORIES.
(ii)	<p>135 FT LONG BOOM MANLIFTER MUST BE IN GOOD WORKING CONDITION, <b>AGE LESS THAN 14 (FOURTEEN) YEARS</b> AND HAVING PROPER LIFTING CAPACITY AS PER THE LOAD CHART AND HAVING THE FOLLOWING DOCUMENTS:-</p> <p>VALID LOAD TEST (FORM 11), IF REQUIRED / FITNESS CERTIFICATE, VALID INSURANCE AND OPERATORS PERMIT / LICENSE ETC.</p>
(iii)	THE BIDDER SHOULD ALSO PRODUCE IF REQUIRED COPY OF TECHNICAL LEAFLET AND LOAD CHART OF THE BOOM MANLIFTER ALONG WITH TECHNO-COMMERCIAL OFFER.
3.	<b><u>VENDOR'S SCOPE OF WORK / SCOPE OF SUPPLY:</u></b>
3.1	VENDOR SHOULD PROVIDE THE BOOM MANLIFTER IN EXCELLENT OPERATIONAL CONDITION ALONG WITH ALL THE ACCESSORIES SUITABLE FOR ERECTION WORK OF STRUCTURAL MATERIALS AT DIFFERENT HEIGHTS.

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

ANNEXURE-I  
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3.2	THE RATE QUOTED SHOULD BE INCLUSIVE OF PROVIDING ALL THE FOLLOWINGS ;
	- OPERATORS, HELPER, MECHANIC.
	- CONSUMABLES, SPARES,
	- ALL TYPE OF LUBRICANT OIL
3.3	- OPERATOR ALONG WITH THE ACCOMMODATION, PF, ESIC, ETC., AND MAINTENANCE OF THE VEHICLE WILL BE THE AGENCY'S SCOPE. THE QUOTED RATE INCLUDES THE SALARY OF THE OPERATOR.
	- ANY REPAIR OF A VEHICLE DURING WORKING HOURS SHOULD BE DONE BY THE AGENCY.
	- IF ANY MAJOR REPAIR OCCURS, THE AGENCY SHOULD REPLACE THE ALTERNATE VEHICLE WITH THE SAME CAPACITY IMMEDIATELY. IF UNABLE TO DO SO, THEN THE AMOUNT WILL BE DEDUCTED FROM THE BILL ON PRO-RATA BASIS.
	- ALL TYPES OF LUBRICANTS, CONSUMABLES, AND SPARES WILL BE THE AGENCY'S SCOPE
3.4	BIDDER SHOULD SPECIFY RATE OF CONSUMPTION OF DIESEL (FREE ISSUE MATERIALS) IN THE OFFER.
4.	<b><u>B AND R'S SCOPE/SCOPE OF SUPPLY</u></b>
4.1	ONLY DIESEL.
5.	<b><u>MAINTENANCE AND REPAIR ETC.</u></b>
5.1	OPERATIONAL MAINTENANCE AND SERVICING AS WELL AS ALL REPAIRING OF THE BOOM MANLIFTER SHALL BE DONE AND BORNE BY THE VENDOR AND BREAK DOWN PERIOD MORE THAN TWO HOURS AT A STRETCH SHALL BE TREATED AS DOWN TIME AND DEDUCTION SHALL BE MADE ON PRO-RATA BASIS.  IN CASE THE BOOM MANLIFTER IS OUT OF ORDER FOR MORE THAN 3 DAYS IN A MONTH, THE VENDOR SHALL REPLACE THE 'BOOM MANLIFTER ' IMMEDIATELY WITH A SUITABLE ONE AS PER INSTRUCTION OF ENGINEER-IN-CHARGE AT NO EXTRA COST TO BANDR.
5.2	THE TENDERER SHOULD MENTION THE MANUFACTURER'S NAME, YEAR OF MANUFACTURING AND OTHER DETAILS REGARDING THEIR OFFERED BOOM MANLIFTER.
6.	<b><u>DAILY WORKING / SHIFT HOURS</u></b> WORKING HOURS SHOULD BE A MINIMUM OF 260 HRS/MONTH AND BEYOND 260HRS, HIRE CHARGE SHALL BE PAID ON PRO-RATA BASIS.
7.	<b><u>PLACE OF INSTALLATION AND COMMISSIONING</u></b> YOU HAVE TO DEPLOY THE BOOM MANLIFTER AT THE CONSIGNEE'S ADDRESS MENTIONED BELOW:-  M/S. BRIDGE AND ROOF CO. (INDIA) LTD., C/O. 5 <sup>TH</sup> STREAM ALUMINA PLANT., NALCO, DAMANJODI, KORAPUT, ODISHA-763008

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**

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**GENERAL CONDITIONS OF CONTRACT (GCC)**

ANNEXURE-I  
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9.	<p><b><u>FIRM PRICE :</u></b> PRICE(S) SHALL REMAIN FIRM TILL THE COMPLETION OF ENTIRE HIRING JOB AND SHALL NOT ATTRACT ANY ESCALATION DUE TO ANY REASONS WHATSOEVER.</p> <p><b>RATES / PRICES SHALL BE QUOTED IN INDIAN RUPEE.</b></p>
10.	<p><b><u>COMPANY'S RIGHT TO REJECT BIDDERS' OFFER</u></b> THE COMPANY RESERVES THE ABSOLUTE RIGHT TO REJECT ANY OR ALL OFFER(S) AND/OR TO CANCEL THE TENDER WITHOUT ASSIGNING ANY REASON WHATSOEVER, THEREOF.</p> <p>THE 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 OFFER TO THE COMPANY.</p>
11.	<p><b><u>VALIDITY OF OFFER</u></b> THE OFFER SHOULD BE KEPT VALID FOR A PERIOD OF 90 DAYS FROM THE DUE DATE OF SUBMISSION, THE TIME REQUIRED TO PROCESS THE TENDER.</p>
12.	<p><b><u>PERIOD OF HIRING AND DEPLOYMENT OF BOOM MANLIFTER</u></b> THE TENTATIVE HIRING PERIOD FOR THE BOOM MANLIFTER IS,</p> <p><b>FOR 1 (ONE) NO. BOOM MANLIFTER ( 135 FT LONG ) : 06 MONTHS.</b></p> <p>THE BOOM MANLIFTER (INCLUDING ACCESSORIES) AS DESCRIBED IN SOQR IN PERFECT OPERATIONAL/ RUNNING CONDITION SHALL BE DELIVERED AT OUR PROJECT SITE AS MENTIONED ABOVE WITHIN 5 DAYS OF PLACEMENT OF LOI/ORDER.</p> <p>THIS BOOM MANLIFTER SHALL BE INSTALLED/COMMISSIONED AS PER INSTRUCTION OF B AND R ENGINEER-IN-CHARGE. COMMISSIONING/SUCCESSFUL TRIAL RUN OF BOOM MANLIFTER SHALL BE DONE WITHIN 2 DAYS OF DELIVERY OF THE BOOM MANLIFTER AT SITE. THE SCOPE OF WORK ALSO INCLUDES PROVIDING OF OPERATORS, MECHANIC, HELPER, OTHER SUITABLE PERSONNEL/WORKMEN FOR OPERATION, MAINTENANCE AND REPAIR OF THE HIRED BOOM MANLIFTER AT NO EXTRA COST TO BANDR.</p> <p>THE PERIOD OF HIRING SHALL BE RECKONED FROM THE DATE OF COMMISSIONING/SUCCESSFUL TRIAL RUN OF THE BOOM MANLIFTER AND ON SUBMISSION OF ALL STATUTORY DOCUMENT AS REQUIRED FOR RUNNING THE BOOM MANLIFTER AT PROJECT SITE, PERIODICAL REQUIREMENTS SHALL BE INTIMATED FROM SITE DEPENDING ON SITUATION.</p> <p>PRICE QUOTED SHALL REMAIN FIRM WITHOUT ANY ESCALATION ON ANY ACCOUNT TILL THE COMPLETION OF ORDER IS EXECUTED IN ALL RESPECT.</p>
13.	<p><b><u>INSURANCE COVERAGE</u></b> ALL INSURANCE COVERAGE FOR VENDOR'S BOOM MANLIFTER AND WORKMEN AND PERSONNEL SHALL BE ARRANGED BY VENDOR AT HIS OWN COST.</p>

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE  
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14.	<p><b><u>OPERATOR / MECHANIC / WORKMEN / SUITABLE PERSONNEL</u></b> THE 'VENDOR' SHOULD PROVIDE EXPERIENCED AND SUITABLE PERSONNEL/WORKMEN (OPERATOR/MECHANIC AND HELPER) FOR OPERATION, MAINTENANCE, REPAIR ALONG WITH EACH BOOM MANLIFTER WITHIN THE PRICE MENTIONED IN SOQR. THE OPERATORS SHOULD HAVE SUFFICIENT EXPERIENCE AND MUST HOLD VALID LICENSE FOR OPERATION OF THE BOOM MANLIFTER .</p> <p>THE PAYMENT TO BE MADE BY THE VENDOR TO THE OPERATOR /HELPER /MECHANIC /PERSONNEL SHALL NOT BE LESS THAN THE MINIMUM RATES OF WAGES FIXED UNDER MINIMUM WAGES ACT OF THE STATE AND CENTRAL GOVERNMENT/NALCO AS APPLICABLE AND SHALL COMPLY WITH ALL PF AND ESIC RULES AND ANY DOCUMENT NEEDED BY B AND R TO THIS RESPECT SHALL BE SUBMITTED BY THE VENDOR FORTHWITH ON DEMAND BY BANDR.</p> <p>B AND R SHALL ARRANGE NECESSARY GATE PASS FOR VENDOR CREW MEMBERS ON RECEIPT OF FOLLOWING DETAILS FROM VENDOR WITHIN 3 DAYS OF RECEIPT OF LOI/ORDER ALONG WITH ORDER ACCEPTANCE.</p> <p>(A) NAME OF THE PERSON. (B) P.F. NO. OF THE COMPANY IF APPLICABLE. (C) ESI FORMALITIES / GROUP INSURANCE IF APPLICABLE.</p>																					
15.	<p><b><u>ACCOMMODATION, BOARDING, LODGING, LOCAL CONVEYANCE, ALL OTHER EXPENSES OF OPERATOR/MECHANIC/WORKMEN/SUITABLE PERSONNEL</u></b> OPERATOR/MECHANIC/WORKMEN ACCOMMODATION NEARBY THE VENDOR'S SCOPE. ALL OTHER EXPENSES OF VENDOR'S OPERATORS AND HELPERS AND ALL OTHER MECHANIC/WORKMEN/OTHER PERSONNEL/SUPERVISION STAFF, (IF ANY) FOR THE ABOVE MENTIONED WORK AT VENDOR'S OWN COST</p>																					
16.	<p><b><u>SAFETY RULES</u></b> VENDOR SHOULD OBSERVE AND ABIDE BY THE SAFETY RULES AND REGULATIONS AS IMPOSED BY B AND R AND / OR OWNER OF THE PROJECT SITE.</p>																					
17.	<p><b><u>TEST CERTIFICATE THROUGH TPIA</u></b> THE BOOM MANLIFTER SHOULD HAVE VALID LOAD TEST CERTIFICATES AND PERMIT CONFORMING TO THE LOAD CARRYING / LIFTING CAPACITY FROM THE LOCAL REGISTERED COMPETENT AUTHORITY/TPIA.</p>																					
18.	<p><b><u>LOG BOOK</u></b> LOG BOOKS SHALL BE MAINTAINED TO RECORD THE OPERATION TIME OF THE BOOM MANLIFTER AND DIESEL ISSUED, WHICH SHALL BE SIGNED BY BANDR'S AUTHORIZED REPRESENTATIVE. THE BILL SHALL BE MADE ON THE BASIS OF RECORD IN THE LOG BOOK.</p>																					
19.	<p><b><u>TERMS OF PAYMENT</u></b> THE PAYMENT TERMS SHALL BE AS UNDER:-</p>																					
(i)	<p>PAYMENT FOR HIRING SHALL BE MADE FROM PROJECT SITE BY RTGS-E PAYMENT WITHIN 30 DAYS OF RECEIPT OF MONTHLY HIRING BILLS DULY CERTIFIED BY BANDR'S ENGINEER-IN-CHARGE. NO ADVANCE PAYMENT SHALL BE MADE. BIDDER IS REQUIRED TO FURNISH FOLLOWING BANK DETAILS:</p>																					
	<table border="1"> <tr> <td>NAME OF COMPANY</td> <td>:</td> <td></td> </tr> <tr> <td>NAME OF BANK</td> <td>:</td> <td></td> </tr> <tr> <td>NAME OF BRANCH</td> <td>:</td> <td></td> </tr> <tr> <td>CITY</td> <td>:</td> <td></td> </tr> <tr> <td>ACCOUNT NO.</td> <td>:</td> <td></td> </tr> <tr> <td>IFSC CODE OF THE BANK BRANCH</td> <td>:</td> <td></td> </tr> <tr> <td>MICR CODE OF THE BANK BRANCH</td> <td>:</td> <td></td> </tr> </table>	NAME OF COMPANY	:		NAME OF BANK	:		NAME OF BRANCH	:		CITY	:		ACCOUNT NO.	:		IFSC CODE OF THE BANK BRANCH	:		MICR CODE OF THE BANK BRANCH	:	
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IFSC CODE OF THE BANK BRANCH	:																					
MICR CODE OF THE BANK BRANCH	:																					
(ii)	No payment shall be made for breakdown period																					

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**

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<b>21.</b>	<b>TAXES AND DUTIES:</b>
<b>21.1</b>	<b><u>GOODS AND SERVICE TAX (GST):</u></b>
(i)	<p>GOODS AND SERVICE TAX (GST) WITHOUT PREJUDICE TO STIPULATION IN GENERAL CONDITIONS OF CONTRACT, THE QUOTED PRICE SHALL BE EXCLUSIVE OF GOODS AND SERVICES TAX. THE GST AS LEGALLY LEVIABLE AND PAYABLE BY THE BIDDER UNDER THE PROVISIONS OF APPLICABLE LAW/ACT SHALL BE PAID EXTRA BY B AND R AS PER SUCCESSFUL BIDDER'S BILL. BIDDER SHALL QUOTE THEIR RATE AFTER CONSIDERING THE INPUT TAX CREDIT.</p> <p>THE BIDDER SHALL GET REGISTERED WITH THE GST AUTHORITIES AND THE REGISTRATION CERTIFICATE SHALL BE SUBMITTED ALONG WITH BID DOCUMENTS (TECHNO-COMMERCIAL). BID WITHOUT GST NUMBER SHALL BE CANCELLED. BIDDER SHALL RAISE THEIR TAX INVOICE IN REGULAR INTERVAL AS PER CONTRACT CONDITION AND UPLOADED THEIR SUPPLY INVOICE IN GSTN PORTAL THROUGH GSTR-1 RETURN WITHIN 10TH OF NEXT MONTH. MISMATCH IN RETURN OF B AND R DUE TO ANY REASON ATTRIBUTABLE TO BIDDER, THE SAME SHALL BE RECOVERED FROM BIDDER'S BILL.</p>
(ii)	<p>GST-TDS: GST - TDS @ 2% (TWO PERCENT) WILL BE DEDUCTED FROM BASIC INVOICE VALUE (I.E., VALUE BEFORE GST) UNDER GST LAW W.E.F. 01.10.2018 FOR TAXABLE SERVICES. TDS @ 1% EACH FOR CGST AND 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 CONTRACTOR AS PER THE RULES. THE BIDDERS WILL SUBMIT TAX INVOICE BY CHARGING IGST ONLY EXCEPT THE BIDDERS ARE REGISTERED IN ODISHA. THE BIDDERS WILL ACCEPT THE SAME .</p>
(iii)	<p>NEW LEVIES/TAXES</p> <p>IN CASE GOVERNMENT IMPOSES ANY NEW LEVY/TAX AFTER AWARD OF THE WORK DURING THE TENURE OF THE CONTRACT, B AND R SHALL REIMBURSE THE SAME AT ACTUAL ON SUBMISSION OF DOCUMENTARY PROOF OF PAYMENT SUBJECT THE SATISFACTION OF B AND R THAT SUCH NEW LEVY/TAX IS APPLICABLE TO THIS CONTRACT.</p>
<b>21.2</b>	<b><u>DETAILS OF RECEIVER :</u></b>
	<p>(A) NAME : BRIDGE AND ROOF CO. (I) LTD., (B)ADDRESS : OCHC COMPLEX, NEAR RAM MANDIR, JANPATH, UNIT-III, BHUBANESWAR. (C) STATE NAME : ODISHA (D) STATE CODE : 21 (E) GSTIN/UNIQUE ID: 21AABCB3166E1ZB (F) PAN : AABCB3166E (G)CIN OF THE RECEIVER : U27310WB1920GOI003901.</p>
<b>22.</b>	<b><u>INCOME TAX :</u></b>
	<p>INCOME TAX SHALL BE DEDUCTED FROM THE SUCCESSFUL BIDDER'S MONTHLY BILL AS PER RULES OF THE INCOME TAX.</p>
<b>23.</b>	<b><u>FUEL</u></b>
	<p>FUEL (DIESEL) SHALL BE SUPPLIED BY THE COMPANY FREE OF COST BASIS FOR OPERATION OF THE BOOM MANLIFTER .THE BIDDER SHOULD CONFIRM IN THEIR OFFER, THE FUEL (DIESEL) REQUIREMENT PER HOUR BASIS FOR RUNNING THE BOOM MANLIFTER ON FULL LOAD CONDITION. RECONCILIATION OF DIESEL CONSUMPTION WILL BE DONE BY B AND R FROM TIME TO TIME, IN CASE OF EXCESS CONSUMPTION, COST OF THE SAME SHALL BE DEDUCTED FROM SUPPLIER'S BILLS.</p>
<b>24.</b>	<b><u>INSPECTION</u></b>
	<p>B AND R MAY INSPECT THE BOOM MANLIFTER PRIOR TO PLACING OF ORDER / MOBILIZATION AT VENDOR'S STORAGE AREA. HOWEVER, SUCH INSPECTION SHALL NOT ABSOLVE THE VENDOR FROM THEIR RESPONSIBILITY TO PROVIDE THE BOOM MANLIFTER IN GOOD AND PERFECT RUNNING CONDITION THROUGHOUT THE HIRING PERIOD.</p>

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
( A GOVERNMENT OF INDIA ENTERPRISE )

ANNEXURE-I  
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**GENERAL CONDITIONS OF CONTRACT (GCC)**

<b>25.</b>	<p><b><u>TERMINATION / CANCELLATION OF ORDER</u></b> IN CASE THE VENDOR FAILS TO MOBILIZE THE BOOM MANLIFTER AT BANDR'S PROJECT SITE AS PER SCHEDULE IN LOI/ORDER AND/OR PERFORMANCE OF THE BOOM MANLIFTER IS FOUND TO BE UNSATISFACTORY THE COMPANY AT THEIR SOLE DISCRETION SHALL BE ENTITLED TO TERMINATE/CANCEL THE ORDER PLACED.</p>
<b>26.</b>	<p><b><u>ARBITRATION AND CONCILIATION</u></b> 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 :</p> <p><b><u>RESOLUTION OF DISPUTE THROUGH CONCILIATION:-</u></b></p> <p>(I) ANY PARTY MAY REFER THE DISPUTE FOR CONCILIATION UNDER RULES OF CONCILIATION AND ARBITRATION UNDER SCOPE FORUM OF CONCILIATION AND ARBITRATION (SFCA), 2003 AND AMENDMENTS MADE THERETO FROM TIME TO TIME. (HEREINAFTER REFERRED AS "THE RULES") BY MAKING APPLICATION TO THE SECRETARIAT OF THE SCOPE FORUM. THE PARTY INITIATING CONCILIATION SHALL SEND TO THE OTHER PARTY A WRITTEN INVITATION TO CONCILIATE UNDER THE RULES, BRIEFLY IDENTIFYING THE SUBJECT MATTER OF THE DISPUTE. THE SETTLEMENT SO RENDERED BETWEEN THE PARTIES IN PURSUANCE THEREOF SHALL BE FINAL AND BINDING ON THE PARTIES.</p> <p><b><u>RESOLUTION OF DISPUTE THROUGH ARBITRATION:-</u></b></p> <p>(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.</p> <p>THE ENTIRE PROCEEDINGS OF ARBITRATION SHALL BE GOVERNED UNDER THE ARBITRATION AND CONCILIATION ACT, 1996.</p> <p>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.</p> <p>THE CONTRACT AND THE PARTIES THEREIN SHALL BE GOVERNED UNDER THE JURISDICTION OF KOLKATA HIGH COURT.</p>



**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE

**GENERAL CONDITIONS OF CONTRACT (GCC)**

	<p>IN THE EVENT OF ANY DISPUTE OR DIFFERENCE RELATING TO THE INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THE CONTRACTS AND COMMERCIAL AGREEMENTS (EXCEPT INCOME TAX, CUSTOMS, EXCISE DUTY AND ALSO CONCERNING RAILWAYS) BETWEEN COMPANY (BANDR) AND ANY OTHER PUBLIC SECTOR UNDERTAKING/GOVERNMENT DEPARTMENT/BANK/PORT TRUST ETC., SUCH DISPUTE OR DIFFERENCE SHALL BE REFERRED BY EITHER PARTY FOR ARBITRATION TO THE SOLE ARBITRATOR IN THE DEPARTMENT OF PUBLIC ENTERPRISES TO BE NOMINATED BY THE SECRETARY OF THE GOVERNMENT OF INDIA IN-CHARGE OF THE DEPARTMENT OF PUBLIC ENTERPRISES.<b><u>THE ARBITRATION AND CONCILIATION ACT, 1996 SHALL NOT BE APPLICABLE TO ARBITRATION UNDER THIS CLAUSE.</u></b> 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 AND JUSTICE, GOVERNMENT OF INDIA.</p> <p>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.</p> <p>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</p>
27.	<p><b><u>ACCEPTANCE OF LOI AND PURCHASE ORDER:</u></b> THE SUPPLIER SHOULD CONFIRM ACCEPTANCE OF LOI/SLOI IMMEDIATELY AFTER RECEIPT OF THE SAME, IF SUCH CONFIRMATION IS NOT RECEIVED BY BANDR, FROM SUPPLIER IMMEDIATELY, IT WILL BE DEEMED THAT THE SUPPLIER HAS ACCEPTED THE LOI/SLOI IN TOTO.</p>
28.	<p>IN THE EVENT OF ANY DEVIATION TAKEN BY BIDDER(S) WITH RESPECT TO TECHNO-COMMERCIAL TERMS AND CONDITIONS OF TENDER AND SUBSEQUENT NON WITHDRAWN OF SAME MAY NORMALLY LEAD TO NOT CONSIDER THEIR OFFER(S) FOR FURTHER EVALUATION. HOWEVER, IN CASE B AND RACCEPTED THE DEVIATION(S), THE NECESSARY LOADING DUE TO THESE DEVIATION AS PER B AND RDISCRETION WHICH SHALL BE FINAL AND BINDING ON THE BIDDER(S) MAY BE DONE ON THE PRICE EVALUATION.</p> <p>NO MISUNDERSTANDING IN THIS REGARD SHALL BE ENTERTAINED.</p>
29.	<p>WAY BILL / ROAD PERMIT, IF REQUIRED, SHALL BE ISSUED FROM BRIDGE AND ROOF CO. (I) LTD., OCHC COMPLEX, NEAR RAM MANDIR, JANPATH, BHUBANESWAR, ODISHA. FOR ISSUANCE OF WAY BILL SUCCESSFUL BIDDER HAVE TO SUBMIT THEIR REQUEST LETTER ONE DAY PRIOR TO DISPATCH, ALONG WITH TRANSPORTER'S DETAILS (I.E. NAME, ADDRESS, PH. NO.), PROFORMA INVOICE MENTIONING CONSIGNMENT VALUE, GST NO. ETC. TO OUR ENGINEER- IN-CHARGE AT PROJECT SITE.</p>



Annexure - II

**BRIDGE AND ROOF CO. (INDIA) LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE  
KNOWLEDGE OF SITE CONDITIONS**

(To be submitted in the bidder's Letter Head)

We, \_\_\_\_\_ (Name of the Agency AND their Full Address) \_\_\_\_\_  
\_\_\_\_\_ hereby declare and confirm that we have visited the  
project site under the subject namely, ““HIRING OF 1 (one) No 135 FT LONG BOOM MAN  
LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA IN INCLUDING  
OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI,  
ODISHA.”.” and acquired full knowledge and information about the site conditions, wage  
structure, industrial climate and total work involved. We further confirm that the above  
information is true and correct and we will not raise any claim of any nature due to lack of  
knowledge of site condition.

**Tenderer's Name AND Address.**

**(Signature of the Tenderer with Stamp)**

**Place:**

**Date:**

**BRIDGE AND ROOF CO. (INDIA) LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)

ANNEXURE-III  
PAGE 1 OF 1

**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 "INCOMPLETE".**

**TECHNO-COMMERCIAL QUESTIONNAIRE SELF DECLARATION**

<b>Sl. No.</b>	<b>Query</b>	<b>Bidders Confirmation</b>
1.	Confirm that your bid is valid for 90 days from the date of submission of Bid.	
2.	Confirm that Tender FEE as per bid stipulations have been furnished along with bid.	
3.	Confirm your compliance to total scope of work mentioned in the Bidding Document.	
4.	Compliance letter for addendum/Amendments as a token of acceptance (Applicable, if issued).	
5.	Confirm that rate AND price has been quoted in SOQR.	
6.	Confirm that deviation/terms AND conditions are not mentioned anywhere in the bid. In case any terms AND conditions is mentioned anywhere in the bid, same shall not be considered.	
7.	Confirm that you have studied complete Bidding Documents including technical and commercial part and your Bid is in accordance with the requirements of the Bidding Documents.	
8.	Confirm your acceptance for <b>Time Schedule</b> as mentioned in Bidding Documents.	
9.	Confirm that you have submitted your offer / price bid considering site conditions, location and all other aspects of the tender.	
10.	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding documents.	
11.	Confirm that you have your own program for execution this work. In case of award of work.	
12.	Confirm that Bidder is not involved in any Litigation/ Arbitration with BANDR/Client/Owner. In case of Litigation / Arbitration, if any, please furnish information about the same.	
13.	Confirm that Mobilization to be started within 03 (Three) days from the date of issue of LOI/WO whichever is earlier.	
14.	Rates quoted shall be firm till completion of work.	

**BRIDGE AND ROOF CO ( INDIA ) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE

ANNEXURE-III  
PAGE 2 OF 2

<b>Sl. No.</b>	<b>Query</b>	<b>Bidders Confirmation</b>
15.	Confirm that No Claim towards of job for working during adverse weather condition, location or due to any other reason whatsoever shall be entertained.	
16.	Confirm that No Claim towards round the clock working, additional mobilization or due to any other reason whatsoever shall be entertained.	
17.	All applicable taxes./ duties as per Tender	
18.	We confirm that we are not on Holiday/Negative List / Suspension list/Banning List of any Government Department/Public Sector undertaking on due date of submission of Bid.	
19.	We confirm that we are not Banned or Delisted or Black Listed by any Government Department /Public Sector Under taking on due date of submission of Bid.	
20.	We confirm that we are not under liquidation, court receivership or similar proceedings.	
21.	We confirm that the content of the Bidding Document including schedule of rates/prices and Corrigendum/Addendum (if any) have not been altered or modified.	
22.	We confirm that we shall arrange to produce the Original Hard Copy of documents on demand, physically, considered towards our qualification within the stipulated time in case directed by BANDR. Any, failure on our part may lead to termination of the Purchase Order or Contract, as applicable.	

**(Signature of Bidder with Company's seal)**

ANNEXURE-IV

**FORMAT FOR NO DEVIATION CERTIFICATE**

[ To be submitted in Bidder's Letter Head ]

To  
DGM (CO-ORD.) - P / DAMANJODI  
BRIDGE AND ROOF Co (I) Ltd  
5<sup>th</sup> Stream Alumina Plant,  
NALCO, Damanjodi, Koraput,  
Odisha-761908.

Sub	:	NO DEVIATION CERTIFICATE at the time of submission of tender ““ <b>HIRING OF 1 (one) No 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI, ODISHA.</b> ”.”
Ref	:	<b>NIT NO: B AND R / 71120 / NALCO / HIRE/ MANLIFTER/NIT/06, Date: 18.04.2024</b>

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited Sites before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the tender documents as issued with above Notice Inviting Tender and in case of observance of the same at any stage if shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unqualified acceptance to all terms AND conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part or our offer at a later date whether implicit or explicit the deviations shall stand null and void.

Thanking you.

Yours faithfully,

Authorized

(Signature, date AND Seal of  
representative of the Tenderer)

ANNEXURE-V

**BRIDGE AND ROOF CO. (INDIA) LIMITED**  
A GOVERNMENT OF INDIA ENTERPRISE

**Letter of Submission**

**(To be submitted by the Bidder in their Letter Head)**

Tender for ““HIRING OF 1 (one) No 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA INCLUDING OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI, ODISHA.””.

TENDER

We have read and examined all the annexure, Schedule of Quantities AND other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

We hereby tender for the execution of the work specified for the for ““HIRING OF 1 (one) No 135 FT LONG BOOM MAN LIFTER FOR STRUCTURAL ERECTION WORKS NEAR PIPERACK AREA IN INCLUDING OPERATOR IN CONNECTION WITH 5TH STREAM ALUMINA PLANT AT DAMANJODI, ODISHA.”” within the time specified in tender viz., Schedule of Quantities AND Rates and in accordance in all respects with the specifications and the Conditions of contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for 90 (Ninety Days) days from the due date of submission of tender thereof and not to make any modifications in its terms and conditions.

MSME/NSIC/SSI registered parties, Notarized copy of the valid registration certificate Registered/ Not- Registered.

We hereby declare that we shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date:

Signature of Hiring Agency AND Postal

Witness:

Address:

Occupation:

**BRIDGE AND ROOF CO. (INDIA) LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
 5<sup>th</sup> Stream Alumina Plant  
 NALCO, DAMANJODI, KORAPUT  
 ODISHA – 763008

ANNEXURE-VI  
 PAGE 1 OF 1

**SCHEDULE OF QUANTITIES AND RATES (SOQR): PRICED PART**

<b>Item No.</b>	<b>Description</b>	<b>Qty./ Unit</b>	<b>Period</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1 (i)	Deployment on hire basis of 1(ONE) NO. BOOM MANLIFTER (135 FT LONG)in excellent operational condition	01No.	06 Months		
(ii)	Mobilization Charges				
(iii)	Demobilization charges				
	TOTAL (EXCLUDING GST)				
2	GST as applicable in .....%				
2(i)	IGST as applicable in .....%				
2(ii)	CGST as applicable in .....%				
2(iii)	SGST as applicable in .....%				
	TOTAL (INCLUDING GST)				

1. Bidder should submit their offer in this format only.
2. Bidder should mention the name of the manufacturer, year of manufacturer AND model no. of equipment AND diesel consumption per hrs. for the model of equipment for which they are quoting for in techno commercial bid.

\_\_\_\_\_  
 Signed AND Stamped of Bidder

**BRIDGE AND ROOF CO. (INDIA) LTD.**  
 (A GOVERNMENT OF INDIA ENTERPRISE)  
 5<sup>th</sup> Stream Alumina Plant  
 NALCO, DAMANJODI, KORAPUT  
ODISHA – 763008

ANNEXURE-VII  
 PAGE 1 OF 1

**SCHEDULE OF QUANTITIES AND RATES (SOQR): UN-PRICED PART**

Item No.	Description	Qty./ Unit	Period	Rate (Rs.)	Amount (Rs.)
1 (i)	Deployment on hire basis of 1(ONE) NO. BOOM MANLIFTER (135 FT LONG)in excellent operational condition	01 No.	06 Months		
(ii)	Mobilization Charges				
(iii)	Demobilization charges				
	TOTAL (EXCLUDING GST)				
2	GST as applicable in .....%				
2(i)	IGST as applicable in .....%				
2(ii)	CGST as applicable in .....%				
2(iii)	SGST as applicable in .....%				
	TOTAL (INCLUDING GST)				

1. Bidder should submit their offer in this format only.
2. Bidder should mention the name of the manufacturer, year of manufacturer AND model no. of equipment AND diesel consumption per hrs. for the model of equipment for which they are quoting for in techno commercial bid.

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 Signed AND Stamped of Bidder