



# Bridge and Roof Co. (India) Ltd.

(A GOVT. OF INDIA ENTERPRISE)

KANKARIA CENTRE (5<sup>TH</sup> FLOOR)

2/1, RUSSEL STREET, KOLKATA-700 071

## **SITE OFFICE ADDRESS**

BRIDGE AND ROOF CO. (INDIA) LIMITED

5<sup>TH</sup> STREAM ALUMINA PLANT DAMANJODI

NALCO, DAMANJODI, KORAPUT

ODISHA, PIN – 763008

## *TENDER DOCUMENT FOR*

**“ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA REFINERY PROJECT, NALCO, DAMANJODI IN LABOUR CONTRACT BASIS.”**

**BRIDGE AND ROOF CO. (INDIA) LIMITED ( B and R)**

**KANKARIA CENTRE (4<sup>TH</sup> & 5<sup>TH</sup> FLOOR)**

**2/1, RUSSEL STREET,**

**KOLKATA – 700071**

**CIN NO : U27310WB1920GOI003601**

To M/s.

DEAR SIRs,

Notice inviting tender (NIT) FOR “.

Online **SINGLE PERCENTAGE RATE (above/below/at-par Offers)** in Two part system are invited from reputed, resourceful and experienced parties for **“ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA REFINERY AT DAMANJODI, ODISHA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT.”**

Last Date of submission of offer is **04.07.2024 up to 17:00** Hours.

**All Corrigendum / Addendum, if any, shall be hosted in Company’s website:**

<https://www.bridgeroof.co.in>.

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” 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 your sealed offer is **04.07.2024 LATEST BY 5.00 PM**.

*Not with standing anything contained in the NIT and TD we reserve the absolute right to*

(i) Reject 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.

**Corrigendum / Addendum, if any shall be intimated through Company’s Website.**

Yours faithfully,

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

(N. L. MALICK)

**DGM (CORD) PROJECT– DAMANJODI**

Encl: As Stated Above

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

<b>CONTENT</b>			
1.	NOTICE INVITING TENDER	:	ANNEXURE – I
2.	INSTRUCTION TO BIDDERS	:	ANNEXURE – II
3.	DETAILS OF INFORMATION TO BE FURNISHED BY THE BIDDER	:	ANNEXURE – III
4.	QUALIFYING CRITERIA	:	ANNEXURE – IV
5.	GENERAL CONDITIONS OF CONTRACT	:	ANNEXURE – V
6.	SPECIAL CONDITIONS OF CONTRACT	:	ANNEXURE – VI
7.	TIME SCHEDULE	:	ANNEXURE – VII
8.	PAYMENT TERMS	:	ANNEXURE – VIII
9.	TECHNO COMMERCIAL QUESTIONNAIRE SHEET	:	ANNEXURE- IX
10.	SCHEDULE OF QUANTITIES AND RATES		ANNEXURE – X

**BRIDGE & ROOF CO. (INDIA) LIMITED**  
5<sup>TH</sup> STREAM ALUMINA PLANT DAMANJODI,  
NALCO, DAMANJODI, KORAPUT,  
ODISHA, PIN-763008

**Annexure – I**

**NOTICE INVITING TENDER**

Bid(s) in Two Part Bid System are invited from Reputed, Resourceful and Experienced Parties meeting prescribed Qualifying Criteria Engagement of Contractor for

**“ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA REFINERY AT DAMANJODI, ODISHA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT.”**

<b>Tender Inviting Authority (TIA)</b>
<b>DGM(CORD) PROJECT-DAMANJODI</b> <b>Bridge &amp; Roof Co. (India) Limited,</b> 5 <sup>TH</sup> STREAM ALUMINA PLANT DAMANJODI, NALCO, DAMANJODI, KORAPUT, ODISHA, PIN-763008

**ANNEXURE-II**

**INSTRUCTIONS TO BIDDERS (ITB)**

Sealed tenders are invited on behalf of Bridge & Roof Co. (India) Ltd. (here-in-after called B AND R) for **ENGAGEMENT OF CONTRACTOR FOR THE WORK OF "ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5TH. STREAM ALUMINA REFINERY AT DAMANJODI, ODISHA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT."**

- 1) The Chairman cum Managing Director/Director (Project Management) of B AND R shall be the Accepting Officer here-in-after referred to as such for the purpose of this Contract.
- 2) A tenderer shall quote in figures as well as in words rate(s) tendered.

The bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. The B AND R will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

- 3) Bid shall be submitted in Two Parts:-

A. **Part – I:** Containing one copy each of following documents:-

**BIDDER IS TO SUBMIT EVERY PAGE OF TOTAL DOCUMENT DULY SIGNED AND STAMPED AS TOKEN OF THEIR UNEQUIVOCAL ACCEPTANCE. BIDDER SHOULD NOT MISS ANY PAGE DULY SIGNED AND STAMPED WHILE SUBMISSION.**

- i. Bidder's letter for submission of offer.
- ii. Signed & stamped NIT documents (**comprising of total documents-all pages**).
- iii. Documents pertaining to qualifying criteria.  
No Deviation Certificate.
- iv. Declaration Confirming Knowledge about Site Conditions.

B. **Part -II:** Containing original priced offer in the prescribed format of the tender document duly signed and stamped.

Part-I & Part-II shall be submitted in separate sealed envelopes and to be put in one outer cover and sealed. Both inner and outer covers shall be super-scribed as follows:-

Part-I: **Techno-Commercial bid** for **"ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA REFINERY AT DAMANJODI, ODISHA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT."**

**Part-II: Priced Offer for "ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA REFINERY AT DAMANJODI, ODISHA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT."**

"Outer most cover: Shall be super scribed with **Offer for "ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5<sup>TH</sup> STREAM ALUMINA REFINERY AT DAMANJODI, ODISHA AND RELATED FACILITIES AT VISHAKHAPATNAM PORT."**

Bid shall be addressed to: Tender Inviting Authority ( TIA )

**Bid document should reach this office as mentioned above on or before 04.07.2024 and within 17.00 hours.**

**Due date of submission shall be written on all the covers/envelopes of the bid without fail. Bids received after the due date and time shall not be accepted. No request for extension of the due date indicated shall be entertained.**

Telegraphic or Fax or Email offers shall not be accepted under any circumstances.

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.

if considered necessary or to cancel the Tender rests with B AND R.

- 4) The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender Document, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 5) All bidders shall provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project.
- 6) In case the tender includes in addition to main work all other ancillary works such as water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc., the bidder must associate himself with agencies capable to execute water supply drainage, electrical and horticulture works etc. Intending bidders are required to produce documents for verification purpose at later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The Bidder is required to attend the officer inviting the bid for verification of original documents as and when required by B AND R.
- 7) Each bidder shall submit only one Application / Bid / offer.
- 8) The description of the work is as mentioned under Notice Inviting Tender.
- 9) The Notice Inviting Tender may consist of Qualifying Criteria, Techno-Commercial Terms & Conditions of Contract and other necessary Documents etc. The Bidder can collect these documents from Site Office Nalco, Damanjodi, Dist. Koraput, Odisha 763008 and keep a copy for

detail study. The bidder is required to go through all the documents including Techno-Commercial Terms & Conditions. It is assumed that while participating in the bid, the bidder has referred to all documents floated by the Officer Inviting the Tender. Seeking any revision of documents or backing out of the bid claiming for not having referred to any or all documents provided in the Tender document by the Officer Inviting Tender will be construed as plea to disrupt the bidding process and in such cases the retention amount shall be forfeited.

10) The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, Schedule of Quantities and Rates, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

11) CLARIFICATION OF TENDER DOCUMENTS:

- Tender Documents consisting of Qualifying Criteria & Techno-Commercial Terms & Conditions of Contract, Technical Specifications etc. to be complied with by the Contractor who intends to offer / bid.
- Hard Paper copy of the Tender Document shall not be normally sold unless specifically requested by Qualified Bidder(s).
- The bidder can seek Clarification on the Tender Documents which B AND R receives prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer followed by confirmation copy.

12) AMENDMENT OF NIT / BIDDING DOCUMENTS:

- Before the deadline for submission of application / offer, the officer inviting tender for any reason, whether at its own initiative or in response to a clarification or query raised by prospective bidder(s), may modify the NIT/Tender documents by issuing addenda.
- All Corrigendum, Addenda, Amendments & Clarification(s) to this Tender will be notified in the Notice Board(s) of NALCO, DAMANJODI SITE OFFICE. Bidder shall keep themselves updated with all such Amendments.
- Any Addendum, Corrigendum, Amendments & Clarification(s) thus issued shall be part of the bidding documents and shall be notified in the Notice Board.
- To give prospective bidders reasonable time in which to take an addendum / corrigendum into account in preparing their bids, the Officer inviting the Bid with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

13) **PREPARATION OF TECHNO-COMMERCIAL BIDS**

LANGUAGE OF THE BID:

- a. All documents relating to the Tender shall be in the English. Offers submitted in any other language shall be summarily rejected.
- b. If the Bidder is a **Proprietary Firm**, the Bid / Offer / Application shall be signed by the Proprietor mentioning his / her name in full & current address.

- c. If the Bidder is a firm in **Partnership**, the Bid / Offer / Application shall be signed by all the Partners of the firm mentioning full name & address or by a Partner holding Power of Attorney for the firm. In this case a copy of Power of Attorney should submit along with Bid / Offer / Application. In both the cases, Copy of Partnership Deed of the firm should accompany the Bid / Offer / Application.
- d. If the Bidder is a **Limited / Private Limited / Corporation**, the Bid / Offer / Application shall be signed by Authorized Person holding Power of Attorney for signing the Offer / Bid / Application. A copy of such Power of Attorney shall also be furnished. A copy of Memorandum & Articles of Association shall be furnished. If the Bid / Offer / Application is signed by Managing Director of firm himself, Power of Attorney is not required.
- e. "Techno-Commercial Part".
  - i) Qualification Information and supporting documents.
  - iii) Certificates, undertakings, affidavits etc.
- f. Price / Financial Part shall be opened after finalization of the Techno-Commercially Recommended / Qualified Bidders.
  - i) Priced Schedule of Quantities and Rates.

14) **PROPOSAL TO THE BIDDER:**

- a. For Item rate bids, bidders shall fill in rates in figures and should not leave any cell blank.

15) **FORMAT AND SIGNING OF TENDER DOCUMENTS:**

- a) The bidder can collect the TENDER DOCUMENTS and keep a copy with them and undertake the necessary preparatory work and submit the hard copy of completed documents at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents (i.e. Qualifying Documents, Techno-Commercial Part & Technical Specification). The bidder cannot leave any figure blank.
- b) The Bidder shall go through the Tender Documents carefully and list the documents those are asked for submission. Bidder shall prepare all documents including cost of Tender Document, EMD, Techno-Commercial bid etc.
- c) Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Tender, if so desires, can ask for legible copies or original documents for verification within a stipulated period provided in such document.
- d) Bid/offer cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been included, the Bidder should submit their bid / offer.
- e) All the documents submitted by the Bidder in connection with the Tender should be duly signed & stamped by the Bidder.



**16) DEADLINE FOR SUBMISSION OF THE BID/OFFER:**

- a) Once the date and time is over, the bidder will not be able to submit the bid / 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 bid / offer by issuing an amendment in accordance with Clause 14, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

**17) 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 or extended will result in the blacklisting/holiday list for 6 months as per the Bid Security Declaration submitted against EMD.

**18) OPENING AND EVALUATION**

➤ OPENING OF OFFER: Tender will be opened in Camera only

- a. The bidder will be asked in writing to clarify his Bid / Offer, if necessary.
- b. The Techno-Commercial /Qualification Evaluation of all the offers will be taken up as per the information furnished by the Bidders. But Evaluation of the offer does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the Techno-Commercial / Qualification Evaluation through wrong information, necessary action shall be taken against the bidder / Contractor.
- c. Price / Financial Bid will be opened by the Tender Committee of those Bidders, who will be Techno Commercially Qualified as per the Tender Stipulation.

**19) EXAMINATION OF BID/OFFER AND DETERMINATION OF RESPONSIVENESS:**

During the detailed evaluation of "NOTICE INVITING TENDER", the Officer inviting tender will determine whether each bid:-

- a) Has submitted legible documents for evaluation.
- b) Meets the Qualifying Criteria defined in Annexure-IV and acceptance of Techno-Commercial Terms & Conditions & Technical Specification.
- c) Is substantially responsive to the requirements of the bidding documents.

20) **RIGHT TO ACCEPT OR REJECT ANY OR ALL BID / OFFERS:**

- a) B AND R does not bind him to accept the offers or any other offer and reserves to him the authority to reject any or all the offers received without assigning any reason.
- b) All Bid / 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.

21)

- a. B AND R would examine and evaluate as per the Qualification Criteria set out in this document.
- b. B AND R reserves the right to reject any Bid(s), if at any time, a material misrepresentation is made or un-covered.  
Or
- c. Bidder does not respond within the stipulated time to request for supplemental information / clarifications required and sought by B AND R for evaluation of Bid(s).  
Or
- d. If it is found that the information provided to us is not true or inc/ material for evaluation have been suppressed.

22)

Tender submitted by tenderer shall remain valid for acceptance for a period of 120 (One hundred twenty) days from the date set for submission of the tender. The tenderer shall not be entitled within the said period of 120 (One hundred twenty) days to revoke or cancel or vary the tender given or any item thereof without the consent of B AND R.

	<b>DETAILS OF INFORMATION TO BE FURNISHED BY THE BIDDER</b>	ANNEXURE-III
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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	Provident Fund Regn. No. of the Firm	:	
5.4	ESI Registration No. of the Firm	:	
6)	Name of Bank Signatory	:	

Date:

(Signature with Seal)

**ANNEXURE – IV**

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

**QUALIFYING CRITERIA**

Qualifying Criteria for participating in the Tender for “**ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5TH.**”

**1. Details to be furnished by the Tenderer: -**

The Tenderer should furnish the following details seriatim as under:-

- |   |
|---|
| <p>A. Copy of LOI/Work Order &amp; co-related certificate or any other document substantiating the execution of a similar type of job during the last 7 (seven) years ending the last day of the month previous to the one in which applications/tender are invited should be either of the following:<br/>Bidder should have to submit their bid as an individual agency i.e. Not as joint venture or associate/consortium with other agency.</p> <p>B. Photo copy of pan Card, GST</p> <p>C. Copy of Previous work experience for similar or higher type of job during last 5 years</p> <p>D. Similar work means any Loading /Unloading works in any industrial sector / infrastructure sector / in any other areas</p> |
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**ANNEXURE – V**

**GENERAL CONDITIONS OF CONTRACT**

**DEFINITION OF TERMS**

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise:

- a) OWNER : National Aluminum Company Limited. (NALCO)
- b) CLIENT / COMPANY : BRIDGE AND ROOF CO. (I) LIMITED (B AND R) having its Registered Office at "Kankaria Centre", 5<sup>th</sup> Floor, 2/1, Russel Street, Kolkata-700071.
- c) CONSULTANT : Thyssen Krupp Industrial Solution (India) Pvt.Ltd.
- d) BIDDER/TENDERER : The firm/party who shall tender quotation to the company.
- e) CONTRACTOR : The Bidder whose quoted offer will be accepted, either in full or in part, by the Company.
- f) WORK(s) : Jobs that are to be executed by the contractor as awarded to him by the Company.
- g) LOI/SLOI : Letter of Intent / Short Letter of Intent shall mean intimation by a letter to tenderer/bidder that the tender has been accepted in accordance with the provision contained therein and shall be issued by the CMD or his authorized representative.
- h) WORK ORDER/ CONTRACT : The Formal letter/notification issued to the contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the contractor.
- i) SITE/WORK SITE : The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc. erected thereupon.
- j) ENGINEER-IN-CHARGE : The officer/Engineer nominated and authorized by the company for the time being for the purpose of operating the contract or any work covered thereunder.
- k) ACCEPTING AUTHORITY : CHAIRMAN AND MANAGING DIRECTOR or his Representative of the company.

1. **SCHEDULE OF QUANTITIES/ QUANTITY VARIATION**

The quoted price shall remain firm irrespective of any variation in the individual quantity and also shall remain firm in case the variation of the final executed value within the limits of (+) or (-) 25% of the awarded contract value/price.

No revision of Schedule of Rates will be permitted for such variations of individual quantities, addition of new items, alterations, addition/deletion or substitution of items, as mentioned above. Quantities mentioned and accepted in joint measurement sheet shall be final and binding on the contractor.

For releasing of payment to the Contractor beyond the awarded value amended order is required.

2. **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 & released to the contractor after expiry of defect liability period. No interest shall be paid on security deposit/retention money.

3. **DEVIATION/VARIATIONS**

The Engineer-in-charge shall have power (i) to make alterations in, omissions from, additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non-availability of portion of the site or for any other reasons, and the contractor shall be bound to carry out the works in accordance with any instructions given to him by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work.

4. **SUSPENSION OF WORK**

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider for any of the following reasons:-

- (a) On account of any default on part of the contractor, or
- (b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- (c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly and secure protect the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

5. **DELAY IN EXECUTION OF WORK**

If the works be delayed by:

- (a) Force major or
- (b) Abnormally bad weather, or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed on the work, or
- (e) Delay on the part other contractors of tradesman engaged by Company in executing work not forming part of the contract, or
- (f) Any other cause which in the absolute discretion of Engineer-in-charge is found as beyond the contractor's control, then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best Endeavour's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

6. **TOOLS & TACKLES**

In case, the contractor fails to procure and supply of required quantity of tools & tackles etc. which is within contractor's scope of supply in commensurate with scheduled programmed to achieve required progress, the B AND R at its own discretion shall arrange to supply to the contractor tools & tackles on chargeable basis, the rates of which will be derived at the landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from contractor's bills.

7. **MATERIALS SUPPLIED BY COMPANY**

- 7(I) Contractor shall submit to the Company from time to time as directed by Engineer-in-charge or on completion, the reconciliation statement in the proforma and manner to be specified by Engineer-in-charge, showing thereon the consumption of materials issued to the contractor by the company for incorporation and fixing in the works including preparatory work. Permissible wastage allowance for material appropriation shall be same as to be approved by Engineer-in-charge. Cost of any wastage beyond permissible limit shall be charged to the contractor at the rates as to be decided by the Engineer-in-charge. In all cases, however, the contractor shall, at his expenses, return the wastage/surplus materials to the Company at the place of issue.
- (II) The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
- (III) All materials issued to the contractor by the Company for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works,

be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste.

- (IV) Surplus materials in acceptable sizes returned by the contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which rates these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in custody of the contractor.
- (V) If on completion of works the contractor fails to return surplus materials out of those supplied by the Company, then in addition to any other liability which the contractor would incur, the Engineer-in-Charge may, by a written notice to the contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- (VI) Materials required for the works, whether brought by the contractor or supplied by the Company, shall be stored by the contractor only at places approved by the Engineer-in-Charge, storage and safe custody of materials shall be the responsibility of the contractor.
- (VII) Company's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

8. **LABOUR:**

The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The contractor shall furnish to the Engineer-in-Charge at the regular intervals a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the current month i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 of Rules made thereunder and the amount paid to them.

The contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour Regulation & Abolition Act.

The contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulation Act in regard to all matters provided therein.

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.



The contractor shall be liable to pay his contribution and the Employee's contribution to the State Insurance Scheme (if applicable) in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

The contractor must obtain, within the quoted rates, individual codes in respect of Employees Provident Fund (EPF). Details of individual codes obtained by contractor are to be submitted to the company for entry pass for his workers & Employees and shall deposit the EPF amount deducted from his workers & employees along with employer's contribution the Provident Fund and challans to be submitted along with Running Account Bill to facilitate release of payment.

The Engineer-in-Charge shall on a report having made by an Inspecting Officer as defined in the Contract Labour Regulation Act have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the Conditions of Contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contract Labour Regulation Act and Rules framed there under.

In the event of the contractor committing a default or breach of any of the provisions of the aforesaid Contract Labour Regulation Act, as amended from time to time or furnishing any information of submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officer as defined in the Contract Labour Regulation Act, the contractor shall without prejudice to any other liability pay to the Company a sum as applicable as per prevailing rules as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced for each day of default subject to a maximum percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

The contractor shall at his own expense with or cause to be complied with Model Rules for Labour Welfare framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the contractor liable to pay to the Company as liquidated damages as applicable as per prevailing rules for each default or materially incorrect statement. The decision

of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation Act as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

**POSSESSION OF SITE BY CONTRACTOR**

The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas.

The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.

9. **SETTING OUT WORKS:**

The Engineer-in-Charge shall supply drawings, levels and other information necessary to enable the contractor to set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Company. The contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defects Liability period unless the Engineer-in-charge directs their removal.

10. **CONTRACTOR'S SUPERVISION:**

The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-Charge, if the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, then the contractor shall at his own expense employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders to be given to the contractor's agent by the Contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

11. **WORK DURING NIGHT OR ON SUNDAYS & HOLIDAYS:**

Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized Holidays without the permission in writing of the Engineer-in-Charge except when the

work is unavoidable or absolutely necessary for the safety of life, property of works in which case the contractor shall immediately advise the Engineer-in-Charge accordingly.

12. **NOTICES TO LOCAL BODIES:**

- (i) The contractor shall comply with and give all notice required under any Governmental authority, instrument, rule or order made under any Act of parliament, State laws or any regulation of bye laws of any local authority relating to the works. He shall before make any variation from the Contract drawing necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instruction therein.
- (ii) The contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of works.

13. **CONTRACTOR'S LIABILITY & INSURANCE:**

From commencement to completion of the works, the contractor shall take full responsibility for the case thereof & for taking precautions to prevent loss or damage & to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P if supplied by B AND R from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's T&P shall be in good order and condition and in conformity in every respect with requirements of the Contract and instructions of the Engineer-in-Charge.

14. **FORECLOSURE:**

If at any time after acceptance of the tender, the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice to that effect to the ,-contractor & the Contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

15. **TERMINATION OF CONTRACT FOR DEATH:**

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the Proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its in completed part without the Company being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners

of the contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased to the surviving partners of the contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased contractor and/or the surviving partners of the contractors firm liable in damaged for not completing the Contract.

**16. ON ACCOUNT PAYMENT**

- (a) All payment will be made only once in a month against submission of invoice by the agency along with all relevant document from our Site 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 :

- (b) Contractor within his quoted rates shall make necessary statutory payments of ESIC (if applicable), PF, Labour Welfare Cass as applicable as on date of any modification thereof time to time. Contractor to take registration under Odisha of Labour Welfare Fund Act.
- (c) Payment will be made by 30 (thirty) working days from the date of certification of the Bill by B AND R Engineer-in-charge.

**17. FINAL BILL PAYMENT:**

- i) The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.
- ii) After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

**18. INCOME TAX:**

Income Tax will be deducted by cash at source from contractor's all bills as per Income Tax Act & Rules framed thereunder at such rates as may be applicable from time to time.

**19. TAXES AND DUTIES**

The Contractor shall be exclusively responsible for payment of all Taxes & duties (except Goods and Services Tax) that may be levied from time to time according to the Laws & Regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties / taxes to be imposed on procurement of materials for execution of Works Contract. The Contractor should be registered with GST Authority. The Contractor should not include GST as applicable in their Quoted Price.

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 & payable by the bidder under the provisions of applicable law/act shall be paid extra by B AND R as per bidder's GST Tax Invoice. Bidder shall quote their rates after considering the input tax credit on their input materials and services.

The contract is covered under Works Contract. GST under Supply of Services is applicable. The Bidder should be registered with the GST authorities and the copy of Registration Certificate and least filed Monthly / Quarterly GSTR-3B return as GST clearance certificate shall be submitted along with bid documents (Techno-Commercial). Bid without required documents bid shall be cancelled.

GST-TDS as applicable shall be deducted from GST invoices at the rates prescribed by law. TDS deducted by the company from the Consultancy's Tax Invoice shall be uploaded in GSTIN Portal and deposited the said TDS amount to the Tax Authority, which will be reflected in Consultancy's GSTIN Portal.

The GST (i.e. SGST, CGST and IGST) amount shall be shown separately in Tax Invoice and also submit the proper Tax Invoice as per Section 31 of CGST Act and Rule 46 of CGST Rules, 2017 to get input tax credit by B AND R.

Bidder shall raise their tax invoices on regular intervals as per contract conditions and uploaded their supply invoice in GSTIN portal through GSTR-1 return within due date (presently 11th) of next month. GST amount shall be paid to contractor after submission of GSTR-1 snapshot. If the ITC is not availed by B AND R due to any reasons attributable to bidder (i.e. mismatch in GSTR return, non-submission of GSTR-3B in time), the entire GST amount along with applicable interest shall be recovered from Bidder's bill.

Any other deduction as per statutory Rule like TDS, LabourCess shall be made from Bill(s) at the time of execution of work.

GST TDS will be deducted by Cash at source from Contractor's Invoice Value before GST, under GST Law w.e.f. 01.10.2018 as per Govt. Notification No. 50/2018 – Central Tax dated 13.09.2018 for Taxable Services as per Act & Rules framed there under at such rates as may be applicable from time to time.

**20. 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 interpretation 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:

**21. Resolution of Dispute through Conciliation:-**

(i) Any party may refer the dispute for Conciliation under Rules of Conciliation and Arbitration under SCOPE Forum of Conciliation and Arbitration (SFCA), 2003 and amendments made thereto from time to time (hereinafter referred as "the Rules") by making application to the Secretariat of the SCOPE Forum.

The Party initiating conciliation shall send to the other party & 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.

**22. Resolution of Dispute through Arbitration:**

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

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

The venue of Arbitration shall be mutually decided by the parties.

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

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

In the event of any dispute of 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 12.6.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. Of India or any modification issued in this regard.

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For and on behalf of the Tenderer

**ANNEXURE-VI**

**SPECIAL CONDITIONS OF CONTRACT**

- SP.01** No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative & the Contractor shall afford full opportunity for examination of WORK. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination & the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it necessary & advised the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such Work.
- SP.02** Department Officers of NALCO/TKIS/B AND R concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required or such inspection and examination.
- SP.03** Contractor shall execute the work strictly as per drawings, technical specification and details supplied by or approved by the Engineer-in-charge of owner, also as per relevant standard specification, codes of practice etc. applicable for the work whether specifically mentioned or not. However, in the event of contradictory provision, if any, between the specification approved by NALCO/TKIS/B AND R and those given in Standard Specification and Codes, the former (i.e. specifications approved by the Owner) shall prevail and govern.
- SP.04** Time of completion of the work is the essence of the contract and the Tenderer/contractor shall strictly adhere to the completion schedule/programme as specified or as to be prepared and handed over to the contractor by the Engineer-in-Charge after notification of acceptance of the Tender. Contractor has to execute the complete job as per the said document duly approved/commented by NALCO/TKIS/B AND R at no extra cost to B AND R.

**SP.05 SCOPE OF SUPPLY**

**(I) BY THE B AND R:**

- i. All Construction materials to be loaded / unloaded.
- ii. Location of Unloading Materials.
- iii. All the equipment related to unloading the construction materials such as Farana Crane, Trailer and all tools and tackles required for the work to be supplied/arranged by the agency
- iv. Construction power at 400/440 v at only one point within 500 metre of work site as received from client
- v. Construction water at one point supply.

**BY THE CONTRACTOR:**

**(II)**

- I. All types of labours, technicians, supervisor, staffs and workers along with their accommodation, transportation.
- II. All material transport, local liasoning, PF & ESI, BOCW, CESS & material reconciliation, loading & unloading along with proper stacking/storage of materials, etc. are under the scope of contractor.
- III. The contractor has to pay their labour wages, PF & ESI as per Nalco's latest circular on minimum wages of workers within the seventh day of each month for obtaining HR clearance from the client otherwise their monthly RA bill may not be certified by Band R for release of payment.
- IV. Carry out any other incidental/ intermediate / ancillary or any enabling works not specifically mentioned in specification but required to complete the works in all respect.
- IV. Maintaining all statutory formalities.
- V. Safety PPEs may be provided to the contractor

**SP.06 CONTRACTOR'S RESPONSIBILITY**

The contractor's obligation & responsibility shall include but not limited to the following:

The Contractor shall carry out general civil works with due care and diligence in a professional manner, using sound engineering and project management and supervisory procedures and in accordance with Good Industry Practice such that besides complying with every requirement and obligation set forth in this Contract and Applicable Law, the Contractor also ensures that the Facilities are fit for the intended purpose of the NALCO/TKIS/B AND R. Contractor represents and warrants that it has the requisite skills, experience, expertise and capacity to perform the Scope of Work in the foregoing manner and to satisfy and fulfill all of its obligations and responsibilities under this Contract.

- To deploy skilled, semi-skilled and unskilled Labour in requisite number including high skilled workmen etc. and as per schedule program me so as to complete the work as per overall Project Schedule. These workmen should have previous experience on similar job.
- Contractor shall also comply with the requirements of local authorities/project authorities calling for police verifications of antecedents of the workmen, staff etc.
- To arrange transportation and accommodation for all labour, supervisors and staff.
- To arrange gate passes for all his workmen.
- To carry out all repairs arising out of defective works done by the contractor.
- Labour Welfare Cess (BOCW) of every labour working under his work.



- To engage his workmen in shift and or on overtime basis for achieving target set by NALCO/TKIS/B AND R.
- Contractor may also be required to comply with the provisions of ESI Act if applicable and submit evidence to NALCO/TKIS/B AND R.
- To keep site neat and clean and keep all materials in a proper manner at all times during execution period.
- Making Scaffolding with the scaffolding materials supplied by B AND R.
- Assistance for all types of testing, Pre- commissioning, commissioning, etc.

**Note: Quoted rates shall be deemed to include all activities required for completion of the work whether the same are specifically mentioned in the item schedule and scope of supply/Responsibilities by/of, contractor or not.**

**SP.07 Standard Deduction**

Security Deposit @ 5% (five percent), income tax & any other statutory deduction applicable shall be deducted from each payment made to the contractor.

The contractor will be bound to bear proportionate burden of Liquidated Damage/Delay in completion if imposed by NALCO and the same shall be final and binding upon the, contractor.

Rate/Price given in the Schedule of Quantities is inclusive of Contractor's providing all manpower, supervision & technician to complete the work in all respects as per scope, obligation, responsibility, supply as mentioned elsewhere in this tender document required for the completion of the works in all respect and contractor shall, therefore, deploy and engage within the quoted rate / price, all technicians, supervisory staffs, workmen and all other employees, for the execution and completion of the works in perfectly workmanship like manner as per technical specifications, standards and time schedule.

Contractor have to make his own arrangements for the accommodation of his all manpower, employees and their transport to site & back at his cost. Nothing shall be charged to company on this account.

The contractor shall follow and adhere to the safe construction practice and guard against hazardous and unsafe working condition within his quoted price and comply with NALCO/TKIS/B AND R Safety Rules, codes and practice as prevalent at the site of work.

The contractor undertakes to discharge his responsibility under the Employees Provident Found Scheme as an immediate employer, for employees engaged or employed by him for execution of contracted work, or as the next immediate employer in case he has assigned the Contract or it has entered into sub-contract agreements for the said works.

The contractor undertakes that all employees, either employed by him, or by his, Contractor, or permitted assigns, would be covered under the above scheme from the date of commencement of work. The contractor further undertakes to pay employee's contribution as well as employer's contribution at appropriate rate to

the office of Regional Provident Fund Commissioner within the stipulated time period for the same.

The contractor acknowledges the right of the Company to recover deducts or claims any amount, which the company is required to pay.

**SP.08 Price Escalation/Price Variation**

No price Escalation/Price Variation clause on labour/material will be applicable for this contract for any reason whatsoever.

Notwithstanding anything contained in this Agreement the Contract Price shall be deemed to be firm and valid for the entire duration of the Contract till the completion of works and the performance tests, and shall not be subject to any adjustment due to increase in labour wage/material price or escalation on any ground whatsoever.

**SP.09 VALIDITY OF OFFER**

The Tender submitted against this enquiry/tender documents shall remain valid for acceptance for a period of 120 (One hundred twenty) days from the due date/extended due date. Contractor may be asked to extend the validity period if required without any price implication.

**SP.10 MODALITY OF FLOATING TENDER:**

It is proposed that the Notice Inviting Tender along with the complete Tender document will be hosted on Co's Website in single percentage rate (above/below/at-par Offers) in two bid system for engagement of resourceful and capable contractors fulfilling the prescribed qualifying criteria for carrying out the work on Labour-Contractor basis.

**SP.11**

**A.(i)**

**TAXES & DUTIES**

**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 & 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 on their input materials and services.

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 10<sup>th</sup> 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.

The contract is covered under works contract. GST under supply of services is applicable. The bidder should be registered with the GST authorities and the copy of registration certificate and latest filed Monthly/Quarterly GSTR-3B return as GST clearance certificate shall be submitted along with bid documents (techno commercial). Bid without above documents shall be cancelled.

All Bidders(s), having registration in other State (Except Gujarat), 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).

The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

CONTRACTOR/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules along with payment proof so that input credit can be availed by BANDR. In the event that the Contractor/ vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, BANDR shall not be liable to make any payment on account of GST against such invoice.

Bidder shall raise their Tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN portal through GSTR-1.

Mismatch in return of BANDR due to any reason attributable to bidder, the same shall be recovered from bidder's bill.

GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the CONTRACTOR/vendor but will be directly deposited to the government by BANDR.

The agency shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to BANDR due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse BANDR for all such losses and other consequences including, but not limited to the tax loss, interest and penalty. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/ Vendor is denied by the tax authorities to BANDR for reasons attributable to Contractor/ Vendor, BANDR shall be entitled to recover such amount from the Contractor/ Vendor by way of adjustment from the next invoice. In addition to the amount of GST, BANDR shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on BANDR.

TDS under GST, if applicable, shall be deducted from CONTRACTOR's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the CONTRACTOR/vendor. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

No variation on account of taxes and duties, statutory or otherwise, shall be payable by BANDR to CONTRACTOR/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of GST is available to BANDR beyond Contractual completion date, the same may be reimbursed by BANDR. Any reduction in taxes and duties included in the price shall be passed on to BANDR.

Any new taxes, duties, cess, levies notified or imposed after the submission of last /final price bid but before the contractual date of completion of work shall be to BANDR Account.

The Contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

BANDR will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where BANDR is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

The CONTRACTOR will be under the obligation for billing correct rate of tax/duties as prescribed under the tax laws on the Invoice to BPCL/EIL/BANDR, after availing input tax credit and pass on the benefit,

Any invoice issue on introduction of GST Law shall contain the following particulars-

- (a) Name, address and GSTIN of the supplier of service;
- (b) Serial number of the invoice;
- (c) Date of issue;
- (d) Name, address and GSTIN or UIN, if registered of the recipient;
- (e) Name and address of the recipient and the address of the delivery, along with the State and its code,

- (f) Accounting Code of services;
- (g) Description of goods or services;
- (h) Total value of supply of goods or services;
- (i) Taxable value of supply of goods or services taking into discount or abatement if any;
- (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- (m) Address of the delivery where the same is different from the place of supply and (n) Signature or digital signature of the supplier or his authorized representative.

BANDR GSTIN NO. 27AABCB3166E1ZZ

BANDR C.I.N No. U23710WB1929GO1003601, State Code.27

BANDR PAN No. AABCB3166E

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 & 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.

Income Tax (IT-TDS) @0.1%, if applicable, will be deducted by BandR as per IT-rule, GOI and TDS Certificate shall be issued in favour of supplier in due course of time.

**GST INVOICE:**

If the agency is having registration in other State (except Odisha) shall raise their Tax invoice by charging IGST only.

Successful bidder has to submit e-invoice (If applicable) to BANDR as per GST guidelines.

**Other Taxes & Duties**

Any other charges (except GST) if any, as applicable, viz. Royalty, Stamp Duty, other charges / levies etc. prevailing / applicable on the date of opening of Technical Bids and any variations thereof during the tenure of the contract are in the scope of Bidder. In case BANDR is forced to pay any such for the above, BANDR shall have the right to recover the same from the Bidder either from Running Bills or otherwise as deemed fit.

**New Levies/Taxes** In case Government imposes any new levy/tax after award of the work during the tenure of the contract, BANDR Shall reimburse the same at actual on submission of documentary proof of payment subject the satisfaction of BANDR that such new levy/tax is applicable to this contract if payable by our Client.

- (ii) **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 & 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

(iii) **New Levies/Taxes**

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.

**SP 12 Details of receiver / Bill Address:**

(i)	Company Name	:	Bridge & Roof Co (I) Ltd
(ii)	Address	:	"OCHC COMPLEX, 2nd Floor Near Ram Mandir, Janpath, Unit-III Bhubaneswar-751001.
(iii)	State Name	:	Odisha.
(iv)	State Code	:	21
(v)	GST No / Unique Id	:	21AABCB3166E1ZB
(vi)	PAN	:	AABCB3166E
(vii)	CIN of the Receiver	:	U27310WB1920G01003601

**SP.13 SUBLETTING OF WORK**

No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whosoever without the prior consent in writing of the Company.

**SP.14 SPLITTING OF WORK**

100% job shall be awarded to L1 bidder.

**SP.15 Stamp Duty**

Stamp duties, registration fees (if any) and any related charges payable under Applicable Laws in relation to the Contract shall be borne by the Contractor.

**ANNEXURE – VII**

**TIME SCHEDULE**

<b><u>Name of Work</u></b>	<b><u>Time of Completion in all respect</u></b>
<b>“ENGAGEMENT OF AN AGENCY FOR UNLOADING THE CIVIL CONSTRUCTION MATERIALS IN CONNECTION WITH 5TH STREAM ALUMINA REFINERY PROJECT, NALCO, DAMANJODI IN LABOUR CONTRACT BASIS.”</b>	<b>5 months from the date of issue of LOI/Work order whichever is earlier.</b>

**NOTES:**

1. The time of completion shall be reckoned from date of Letter of Intent.
2. The time indicated is for completing all the works in all respect as per specification, codes, drawings and instructions of Engineer-in-Charge including mobilization and demobilization.

**ANNEXURE-VIII**

**PAYMENT TERMS**

Payment will be made from Bridge & roof Co. (India) Ltd., NALCO, Alumina Refinery Project, Damanjodi, Koraput, Odisha-763008 by RTGS/NEFT Transfer within 30 days after submission of bill and clearance from HR Deptt . Of M/s. Nalco.

Income Tax will be deducted as per statutory rules.

\_\_\_\_\_  
Signed & Stamped of Tenderer

**ANNEXURE-IX**

**TECHNO-COMMERCIAL QUESTIONNAIRE SHEET**

This sheet is to be filled by Bidder and submitted along with the offer (Part-I). Otherwise, the offer will be treated as “INCOMPLETE”.

**TECHNO-COMMERCIAL QUESTIONNAIRE SELF DECLARATION**

<b>Sl. No.</b>	<b>Query</b>	<b>Bidders Confirmation</b>
	Confirm that your bid is valid for 120 days from the date of submission of Bid.	
	Confirm your compliance to total scope of work mentioned in the Bidding Document.	
	Compliance letter for addendum/Amendments as a token of acceptance (Applicable, if issued).	
	Confirm that rate & price has been quoted in prescribed format.	
	Confirm that deviation/terms& conditions are not mentioned anywhere in the bid. In case any terms & conditions is mentioned anywhere in the bid, same shall not be considered.	
	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.	
	Confirm your acceptance for <b>Time Schedule</b> as mentioned in Bidding Documents.	
	Confirm that you have submitted your offer / price bid considering all terms conditions, site conditions and all aspects.	
	Confirm that you shall deploy adequate organization with qualified supervisory personnel having requisite experience	
	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding documents.	
	Confirm that you have your own programme for execution this work. In case of award of work	
	Confirm that Bidder is not involved in any Litigation/Arbitration with B AND R/Client/Owner. In case of Litigation/ Arbitration, if any, please furnish information about the same.	
	Confirm that un-priced copy of indicating required details (without price) have been submitted in un-priced part of the Bid.	
	Confirm that Site Mobilization to be started within 15 (fifteen) days from the date of our instruction.	
	Confirm that No interest will be paid against EMD/Retention Money/ Security Deposit/PBG	
	Rates quoted shall be firm till completion of work	



	Confirm that No Claim towards of job for working during adverse weather condition, location or due to any other reason whatsoever shall be entertained.	
	Confirm that No Claim towards round the clock working, additional mobilization or due to any other reason whatsoever shall be entertained.	
	All applicable taxes./ duties as per GCC and SCC of NALCO	
	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.	
	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.	
	We confirm that we are not under liquidation, court receivership or similar proceedings.	
	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.	
	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 B AND R. Any, failure on our part may lead to termination of the Purchase Order or Contract, as applicable.	

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

**(Signature of Bidder with Stamp)**

**ANNEXURE-X****SCHEDULE OF QUANTITIES & RATES (SOQR)**

	UNPRICED				QUOTED
	SCHEDULE OF QUANTITIES AND RATES (SOQR)				
Sl. No.	Item Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1.	Fabrication Of Foundation Bolts By Cutting Of Round Bar, Pipe Sleeves, Welding Of Bottom Plates, Fixing Of Nuts & Washers Complete As Per drawing And Specifications.	MT	10.00	12,000.00	1,20,000.00
2.	Chipping Accumulated Concrete And Slurry Cleaning Of Batching Plant Including Maintenance By Lubricating Etc.	Hrs.	5000.00	70.00	3,50,000.00
3.	Unloading Of Store Materials I.E. Hard Wood, Ply, Grouting Materials, Pipes, Clamps, Round Bars Received From Suppliers/Received from other sites of B and R.				
	(i) 25 MT capacity truck	Nos	36	5,000.00	1,80,000.00
	(ii) 15 MT capacity Truck	Nos	50	3,000.00	1,50,000.00
	(iii) 9 MT capacity Truck	Nos	75	2,000.00	1,50,000.00
	<b>TOTAL</b>				9,50,000.00
	<b>PERCENTAGE QUOTE (ABOVE / AT PAR / BELOW) :-</b>				
	<b>TOTAL (excluding GST)</b>				

**Note: -**

1. The bidder should submit their offer / rate in this sheet only mentioning total all-inclusive Price / Value failing which offer is liable to be rejected.
2. Materials should be dispatched only after getting Inspection Clearance Certificate from NALCO / B AND R.
3. Price bid shall be unconditional.

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**Signature of Bidder with Stamp**