



NUMALIGARH REFINERY LIMITED

NOTICE INVITING TENDER

Sealed item rate tenders in **Two -bid system** are invited from competent and experienced contractors having sound technical and financial capabilities for the following work at Numaligarh:

Name of Work:	Handling of Cement Bags at NRL warehouse.		
Tender No. & Date	Due Date & Time of Submission	Earnest Money Deposit	Contract Period
Tender No: OC16000068 date:26.07.2010	17.08.2010 Upto 3.00 P.M.	Rs. 4,000.00	02 Years

BRIEF SCOPE OF WORK:-

‘Handling of Cement Bags at NRL warehouse’

QUALIFICATION REQUIREMENT:

The intending bidders for above tender should meet the qualification as given below:

- Experience of executing contract value of *similar work** completed during last 10 years ending last month as follows:
 - a. One similar works costing not less than Rs. 0.61 lacs each;
 - b. Two similar works costing not less than Rs. 0.49 lacs each;
 - c. Three similar works costing not less than Rs. 0.37 lacs each;

**Similar work*: Other than jobs of exactly same in nature, weed control, horticulture, civil works & up-keepment works etc. involving engagement of unskilled laborers will be considered as ‘Similar works’.

Note: The value of past experience shall be adjusted at a simple rate of 07% for every completed year (ending last day of the month, preceding the month in which bids are invited).

- Possession of PAN No., Service Tax No. & PF Code.

COLLECTION OF TENDER DOCUMENT:

Intending **agencies may download the tender document from NRL website www.nrl.co.in. FREE OF COST.**

SUBMISSION AND OPENING OF TENDER:

The tenders duly completed as per requirement of the tender document shall be submitted to the office of Commercial Dept., Numaligarh Refinery Limited, NRL Site, during the specified date and time. Techno-Commercial part (Part-I) of the above Tender shall be opened on the date of submission of bids after 15-30 hrs. Price part (Part-II) of the Techno-Commercially acceptable bids will be opened at a later date.

GENERAL:-

NRL takes no responsibility for delay, loss or non-receipt of tenders sent by post. NRL reserve the right to accept or reject any or all the tenders without assigning any reason thereof and to allow purchase preference to Public Sector Enterprise as admissible under existing Government Guidelines. **TENDER WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED. For Details please log on to www.nrl.co.in**

Corrigendum / extension / addendum (if any) pertaining to this tender will be published in the website www.nrl.co.in only.

GM (Commercial & CC)
Numaligarh Refinery Limited
Numaligarh.

**NUMALIGARH
REFINERY**

LIMITED



TENDER DOCUMENT

FOR

**Handling of Cement Bags at NRL Warehouse
(2419)**

**Part-I
(Technical & Un-priced Commercial Bid)**

Tender No. OC16000068

PREPARED & ISSUED BY

**NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)**

To M/s _____ Add. _____ _____ _____	<u>REQUEST FOR QUOTATION</u> Date : 26.07.2010 Contact person : Udayan Das Phone : 03776-265758 E-mail ID : udayan.das@nrl.co.in Our Reference : Tender No. OC16000067
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Sub : Bid document for:

**Job Name: Handling of Cement Bags at NRL warehouse.
Tender No.: OC16000068**

Dear Sirs,

Sealed offer in **Two Bid** is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : **Handling of Cement Bags at NRL warehouse.**
2. **Earnest Money Deposit** : **Rs. 4,000.00 (Rupees four thousand only).**
3. **Contract Period** : **02 Years**
4. **Tender issue** : **From 26.07.2010.**
5. **Last date & time for receipt of bid** : **Before 15.00 hours on 17.08.2010**
6. **Date & time of Opening of un-priced bids** : **After 15.30 hours on 17.08.2010**
7. **Place of submission of Bid** : **GM (Commercial & CC)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh
Dist : Golaghat
Assam – 785 699
Fax No.: 03776-265514 /
Phone: 03776-265545 /265534**

7. Submission of Bid:

Bids should be submitted separately in two parts, viz. **PART I & PART II** in sealed envelopes superscribed with the Tender no., Due Date, and nature of bid (**priced or unpriced**).

PART I : One copy of **UNPRICED BID**, complete with Technical & Commercial details, relevant documents etc. **duly signed & stamped on each page & Earnest Money Deposit, other than prices.**

PART II : One copy of **PRICED BID** with Schedule of Rates duly filled, signed & stamped on each page.

The two envelopes containing Part I and Part II of bids separately, should be enclosed in a single sealed envelope super scribed.

Contd..3

Quotation for the job : Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

8. **Earnest Money:**

The bidder shall deposit Earnest Money Deposit in the form of Demand draft of **STATE BANK OF INDIA** in favour of **Numaligarh Refinery Limited**, payable at **SBI, Numaligarh Refinery Complex Branch** (Code : 5377). **Tender without earnest money will be summarily rejected**

9. **Submission of offer:**

Tender with 6 months validity from the date of opening under sealed cover and superscribing the name of the work and date of opening will be received at the Commercial Department of Numaligarh Refinery Limited, Numaligarh by the time and date mentioned above. If the last date of receipt of tender happens to be a non-working day, the last date will be the next working day at the aforesaid time.

10. **Scope of work and Supply :**

The scope of work & supply of this work will be in accordance with the Tender Document, Schedule of Rates and as per the direction of Engineer-in-charge.

11. **Rate:**

Rate should be quoted both in figures & words in the enclosed Schedule of Rates. **Parties must assess the quantum of job and provide rate analysis with the Priced Bid.**

12. **Security deposit:**

Applicable, contractors have to submit Security deposit as per clause no. 10.0 and 25.0 of General Conditions of Contract of NRL.

■ 2½% (Two & Half Percent) of contract value should be submitted as Initial Security Deposit within ten days from the date of receipt and acknowledgement of the work order.

■ The balance 7½% (Seven & Half Percent) will be recovered in installments through deductions at the rate of 10% (Ten Percent) of the value of each running account bills till the total security deposit amounts 10% (Ten Percent) of value of contract/ actual value of work done is collected.

Alternately, contractor may in his option deposit the full amount of 10% (Ten Percent) of the order value towards the Security Deposit.

13. **Measurement of work**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.

14. **Terms of payment:**

Payment will be made against submission of RA bill on certification made for payment by Engineer-in-charge. Further break-up of payment terms if deemed necessary shall be decided by the E-I-C.

The above payments are subject to deductions towards security deposit, income tax, works contract tax and other recoveries as applicable as per terms of the contract.

15. **Defect Liability Period:**

Not applicable .

16. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quoted firm prices inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. **However, the quoted price should be exclusive of SERVICE TAX. Service Tax as applicable will be loaded on the quoted price by NRL.**

Payment towards Service tax component of contract value will be released only if contractor:

- i) Possess valid Service Tax Registration.
- ii) Submits Invoices under Rule 4A of Service Tax Rules.

17. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Engineer-in-charge will be levied, subject to a maximum compensation of 10% of the contract value and the same shall be final and binding on the contractor.

18. **Other terms and conditions :**

- (a) Transfer of tender documents issued to one shortlisted bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) NRL reserves the right to allow Purchase preference to PSU etc and apply the policy of the Government with regard to Small Scale Industries and other guidelines.
- (d) The following procedures are applicable in regard to NSIC / SSI Units:
 - I. Earnest Money / Security Deposit need not be submitted.
 - II. Tender sets may be issued free of cost.

The above are subject to the fulfilling of under mentioned conditions:

- i) SSI Units should be registered with National Small Scale Industrial Corporation Limited (NSIC).
- ii) The Unit should be registered for the item tendered.
- iii) The monetary limit indicated in NSIC registration certificate should cover value of items ordered.
- iv) Registration Certificate is valid as on date of order.
- v) Photostat copy of valid NSIC registration certificate should be submitted in support.

Registration with DGS&D will not entitle a Tenderer to claim exemption from Security Deposits.

- (e) Variation in the value of the work will not vitiate the tender agreement.
- (f) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (g) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (h) **Manager (Materials), NRL** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (i) **The General Conditions of Contract of NRL will be applicable for this contract also.** Intending tenderer may see the General Conditions of Contract of NRL at the website www.nrl.co.in or at the Commercial Department of NRL site office on any working day during office hours. Clauses related to arbitration will only be as per the amendment enclosed as annexure wherever the term GCC appears.
- (j) Tenderers will fill up the all annexures attached to this Letter Inviting Tender clearly and sign every page of this Letter Inviting Tender before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.
- (k) One authorized representative of the vendor/contractor may remain present during the tender opening on the due date, time and venue.
- (l) No escalation of contract rates, in any form whatsoever will be entertained during the contract period. However, the contract rates shall be enhanced on account of hike in manpower rates as follows :

$$\text{Revised Rate} = \text{Original Rate} \times \left\{ \frac{L_o + 0.85 \times P \times (L_R - L_o)}{L_o} \right\}$$

Where L_o & L_R indicates original & revised labour rates respectively. P is the labour component of the item.

Applicable Labour Wage:

- i) The minimum wages per day (Inclusive of all allowances and benefits) of contract workers w.e.f. 01-01-2007 on as below:
 - o Unskilled : Rs. 147.00
 - o Skilled : Rs. 162.00.
- ii) For the purpose of calculating PF and other statutory payments, basic wage of unskilled and skilled category of contract workers per day will be Rs. 103.00 and Rs. 122.00 respectively.
- iii) Bonus is to be paid to the contract workers by the contractors as per the payment of Bonus Act, 1965.
- iv) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- v) The contract workers will also be entitled to the following leave annually:
 - o Earned Leave - 18 days
 - o Casual Leave - 06 days.
 - o Sick Leave - 04 days.

An annual increment of Rs. 5.00 to the total wages of both Unskilled and Skilled category of workers will be given every year w.e.f. 1st January starting from 01-01-2008 till 31-12-2010.

- (m) Mobilization advance / extended stay compensation is not applicable under this contract.
- (n) Insurance shall be affected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (o) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 107.2 of GCC).
- (p) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed thereunder:
 - i) The Contract Labour (Regulation and Abolition) Act,
 - ii) The Minimum Wages Act.
 - iii) The Workman's Compensation Act.
 - iv) The Payment of Wages Act,
 - v) The Payment of Bonus Act,
 - vi) The Employees Provident Fund & Misc. Provisions Act,
 - vii) Family Pension Scheme,
 - viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work
- (q) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL.
- (r) **Non Participating bidders are requested to state reasons for non-participation in the 'REGRET FORM' enclosed.**

The bidder *must* submit PF Code, IT PAN No, Service Tax Registration Certificate and valid *Sales tax / VAT Clearance Certificate* along with their offer.

PREQUALIFICATION CRITERIA

Name of Work : “Handling of Cement Bags at NRL warehouse”

Tender No. : OC16000068

The bidder’s financial capability shall be decided based on the average annual turn over and concurrent commitments.

[The bidder must submit copy of Work Order(s) and Completion Certificate(s) in support of the above criteria]

(It is to be noted that experience as main contractor will only be taken cognisance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, limited companies, Government Departments, Quasi government and autonomous bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will only be acceptable if the same is endorsed in original by Engineer-in-charge of NRL in terms of job description and value).

- Experience of executing contract value of similar work* completed during last 10 years ending last month as follows:
 1. One similar works costing not less than Rs. 0.61 lacs each;
 2. Two similar works costing not less than Rs. 0.49 lacs each;
 3. Three similar works costing not less than Rs. 0.37 lacs each;

***Similar work**: Other than jobs of exactly same in nature, weed control, horticulture, civil works & up-keepment works etc. involving engagement of unskilled laborers will be considered as ‘Similar works’.

Note: The value of past experience shall be adjusted at a simple rate of 07% for every completed year (ending last day of the month, preceding the month in which bids are invited).

- Possession of PAN No., Service Tax No. & PF Code.

“Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.”

SPECIAL CONDITIONS OF CONTRACT

Name of Work : Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

- 1) Contractor should provide necessary tools and tackles to the workers under him.
- 2) The contractor has to provide the safety equipments to the workmen involved in handling of consignments. The supply of PPE is subject to approval and decision of E-I-C. If PPEs are supplied by NRL then same may be recovered from the contractor's running bill. Otherwise contractor may be advised to supply. Contractor must comply with all the necessary statutory rules and regulations.

Annexure-A		
PPEs to be supplied in every 6 month for 2 years		
Description of PPEs	Stock required in every 6 month	UOM
Safety Goggles Conforming to IS-8520	15	NOS
Boiler Suit	15	NOS
Dust/ mist respirator for protection	15	NOS
Safety shoe	15	NOS
Safety Helmet	15	NOS
Cotton Safety Hand Glove	15	NOS

- 3) In the event of contractor being unable to extend the services for reasons beyond control e.g, law and order, strike call given by any organization, natural calamity etc. etc., the contractor must get in touch with E-I-C for making stop gap arrangements or further advice, if any.
- 4) Cleaning and maintenance of cement go-down.
- 5) Extend co-operation to NRL for carrying out periodic health check-up of the workmen, which is a statutory requirement.
- 6) Contractor must be ready with their workmen for unloading/loading of cement as and when intimated by the NRL personnel. In event of delay in deputing the workmen in site exceeding 12 hours from the time & date of intimation may attract penalty of 1% on the running bill of that particular month.
- 7) Overall safe unloading/loading of cement is in scope of contractor. Contractor shall be sole responsible for any damage of the property/ workmen in the site.
- 8) Contractor must ensure that truck reporting at NRL should not put any complain against workmen/process/NRL.
- 9) Contractor must ensure group insurance for all the workmen in the very first month of the contract and bill shall be released on submission of documentary evidences.

ANNEXURES

- | | | | |
|-----|--|---|----------------|
| 01. | Acknowledgement Letter | : | Annexure - I |
| 02. | Details of Equipments Tools and Tackles | : | Annexure – II |
| 03. | Details of Similar Work done during last seven years | : | Annexure - III |
| 04. | Concurrent Commitment of the Tender. | : | Annexure - IV |
| 05. | Compliance to Bid Requirements | : | Annexure - V |
| 06. | Validity of Bid | : | Annexure – VI |
| 07. | Check list for submission of Bid | : | Annexure - VII |

ACKNOWLEDGEMENT LETTER

**To,
GM (Commercial & CC)
Numaligarh Refinery Limited,
Nuamligarh -785699
Golaghat, Assam.**

Name of Work : Handling of Cement Bags at NRL warehouse.

Tender No. : OC16000068

We acknowledge receipt of your invitation to Bid which was received on _____ and undersigned that the documents received remain the property of Numaligarh Refinery Limited. We indicate below our intentions with respect to the Letter Inviting Tender.

* a) We intend to bid as requested and furnish following details with respect to our quoting office:

i) Postal Address : _____

ii) Telephone/Fax/Telex No. : _____

iii) Contact Person : _____

* b) We are unable to bid for the reasons given below and hereby return the Bid Documents.

Reasons for declining to Bid : _____

Company's name : _____

Signature : _____

Name : _____

Designation : _____

(* Strike off whichever not applicable)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST SEVEN YEARS

Name of Work: Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

Name of Bidder :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual compln time in months	Year of Compln.	Remarks
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(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER

ANNEXURE -IV

Name of Work : Handling of Cement Bags at NRL warehouse.

Tender No. : OC16000068

Name of Bidder:

Sl. NO.	Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of	Scheduled completion period	Percentage completion as on date	Expected date of completion
1	2	3	4	5	6	7	8

(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Name of Work : Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

Name of Bidder:

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

(SIGNATURE OF BIDDER)

BID VALIDITY

Name of Work : Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

Name of Bidder:

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of opening. In case of our revoking or cancelling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (√) the box for this details furnished in the bid.

- | | | |
|--|---|--|
| 1. Power of Attorney in the name of the signatory of the bid. | : | |
| 2. Submission of bid letter along with one set of bidding document. | : | |
| 3. Validity of bid for 6 (six) months from the date of opening of bid as per format. | : | |
| 4. Validity of Earnest Money Deposit for 6 (six) months from the date of opening of the bid. | : | |
| 5. Valid STCC | : | |
| 6. Registration certificate under sales tax act | : | |
| 7. Service Tax Registration Certificate. | : | |
| 8. Details of concurrent commitment. | : | |
| 9. Details of past experience. | : | |
| 10. Copy of work order and completion certificate of the work mentioned | : | |
| 11. Compliance to the requirement of bidding document | : | |

Bidder should list the exclusion, if any, along with the reasons thereof.

(SIGNATURE OF THE BIDDER)

Name of Work : Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

01. NAME OF BIDDER :
ADDRESS
PHONE NO.
02. REGISTRATION NO. & CLASS:
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT:
WITH DETAILS
04. PREVIOUS EXPERIENCE:
(Bidder should submit the
work order copy and completion
certificate along with the offer)
05. SALES TAX / VAT CLEARANCE
CERTIFICATE:
06. WHETHER SSI UNIT:
(If yes, please furnish the copy
of the Registration Certificate)
07. PAN No issued by Income Tax Dept:
(Please furnish the copy, if any)
08. Provident Fund Code No.:
(Please furnish the copy, if any)
09. SERVICE TAX REGISTRATION NO. :
(Please furnish documents, if any)

I/We hereby offer to execute the above mentioned work as per enclosed SOR (Priced Bid) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :
Place :

PROPOSED SITE ORGANISATION

Name of Work : Handling of Cement Bags at NRL warehouse

Tender No. : OC1600068

Our site organization shall consist of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

Paste This Slip on the Envelope of the Offer:

Quotation for the job of : Handling of Cement Bags at NRL warehouse.

Tender No. : OC16000068

Due date : 17.08.2010

To,

**GM (Commercial & CC)
Numaligarh Refinery Limited
Numaligarh - 785699**

From:

M/s

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TENDER DOCUMENT RECEIPT

Name of Work : Handling of Cement Bags at NRL warehouse

Tender No. : OC16000068

Received the tender document for the above-mentioned job.

Name of the bidder : M/s.

Address :

Phone & fax :

Contact Person :

Date :

Sign of the Bidder/Representative

Kindly return this receipt to **Commercial Dept. NRL Site**

110.0 ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
 - b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
 - c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
 - d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Managing Director.
 - e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
 - f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
 - g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
 - h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.
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