



NATIONAL ALUMINIUM COMPANY LIMITED  
(A Government of India Enterprise)  
(A NAVRATNA COMPANY)  
Mines Division, Damanjodi-763008.  
(T & C DEPARTMENT)

### **TENDER DOCUMENT COVERING LETTER**

**Tender Ref. No: T&C/MINES/CRG/C-1501**

**Dt: 14.09.2023**

**Name of the Work:** Road and culvert construction/widening from Central Block-2 to the existing crusher house, drainage and excavation work, electrical work, roadway traffic signaling and boom barrier system to facilitate transport of 2.0 MTPA of bauxite from Central Block, sector 2 of Panchpatmali Bauxite Mines to the existing crusher house at NALCO, Damanjodi, Odisha.

Dear Sirs,

With reference to above, you are requested to submit your best competitive offer for above referred work as specified in the enclosed documents, considering all the terms, conditions and specifications etc. in **online mode/e-mode** at the tendering portal (indicated in salient points of the tender).

The Bidders shall have to upload the scan copy of **Bank Guarantee (only if BID SECURITY amount >or = Rs. 1,00,000.00) or receipt for payment by electronic mode** towards Bid Security/Tender fee amount along with the **Online** offer. Payment for BID SECURITY and Tender fee shall be separately submitted and these two shall not be clubbed in any case.

**The copy of receipt for payment against BID SECURITY & tender fee by electronic mode or Original copy of Bank Guarantee shall have to be submitted /sent beforehand so as to reach the office of tender inviting authority on or before the bid submission due date & time or extended bid due date & time of the tender. In case you are claiming exemption from payment of tender fee/BID SECURITY, the valid attested/notarized supporting documents for claiming the exemption (Ref clause no:5.0 & 6.0 of Annexure-AA) must be uploaded along with the Online offer, failing which the offer will be liable for rejection.**

For this tender- regarding payment of tender fee refer to Sl no. 8 of contract details.

**The bidder must be a registered vendor under GST and must possess valid GSTIN.**

- a) In case of **SINGLE PART BID TENDER**, the tender document, duly filled in & signed, on each page digitally, along with the required documents in support of terms and conditions as per the NIT/GCC etc are to be submitted in **online** mode along with the requisite BID SECURITY, as per details, indicated at clause no:25.0 of Annexure-AA.
- b) In case of **TWO PART BID TENDER**, the tender document, duly filled in & signed, on each page digitally along with the requisite BID SECURITY, required documents in support of qualifying criteria & other conditions of NIT/ GCC (Part-I: Techno-commercial bid) and the Price Bid (Part-II: Price bid) are to be submitted in online mode as per the details indicated at clause no: 25.0 of Annexure-AA.

NALCO reserves the right to reject any or all offers without assigning any reason thereof.

You are requested to refer to clause **25.0** of Instructions to bidders (Annexure-AA) for details regarding mode, submission, receipt and opening of tender.

**Important Note:**

- (i) Bidders are requested to quote online well ahead of the schedule tender submission date and time to avoid unforeseen problem like last hour congestion, internet failure etc.
- (ii) Bidders are requested to visit the tendering portal for online participation, downloading the tender documents and submit the offer only in e-tendering mode as per the tender schedule. **Bids submitted in any other mode shall not be considered.**

Thanking you,

Your's faithfully,  
For and on behalf of  
NATIONAL ALUMINIUM COMPANY LIMITED

**Dy. General Manager (Elect)- T&C, (Tender Inviting Authority)**

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NATIONAL ALUMINIUM COMPANY LIMITED

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Mines Division, Damanjodi-763008.

(T &amp; C DEPARTMENT)

E mail: [nissankararao.sudhakar@nalcoindia.co.in](mailto:nissankararao.sudhakar@nalcoindia.co.in), [malaya.sahoo@nalcoindia.co.in](mailto:malaya.sahoo@nalcoindia.co.in)**CONTRACT DETAILS**

1.	NAME OF THE WORK	Road and culvert construction/widening from Central Block-2 to the existing crusher house, drainage and excavation work, electrical work, roadway traffic signaling and boom barrier system to facilitate transport of 2.0 MTPA of bauxite from Central Block, sector 2 of Panchpatmali Bauxite Mines to the existing crusher house at NALCO, Damanjodi, Odisha.
2.	LOCATION OF THE WORK	Inside Mines gate/Outside Mines gate but within mines lease area
3.	TENDER REFERENCE	T&C/MINES/CRG/C-1501
4.	CONTRACT PERIOD	09 (Nine) Months
5.	MODE OF TENDERING	OPEN/TWO PART with RA at CPP Portal
6.	No. of Agency Required and percentage distribution of Work (Subject to availability of suitable vendors)	ONE
7.	EMD/BID SECURITY (Ref clause no:6.0 of Annexure-AA)	Rs 17,35,955.00
8.	TENDER FEE (Ref clause no:5.0 of Annexure-AA)	Rs 2,000.00
9.	TENDER SUBMISSION DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On or before: As indicated in the portal
10.	TENDER OPENING DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On Date: As indicated in the portal
11.	VALIDITY OF OFFER (Ref Clause 25.8 of Annexure-AA)	120 days
12.	BANK GUARANTEE VALUE (As per clause no. 12.2 of Annexure-AA)	Not Applicable
13.	INDEMNITY BOND VALUE (As per clause no. 12.2 of Annexure-AA)	Not Applicable
14.	DEFECT LIABILITY PERIOD (Ref clause 7.0 of Annexure-AA).	12 months (Ref: Cl. No. 10 of SCC at Annexure IB)
15.	The value of L0 applicable to clause 20.2 of Annexure-AA	As on 01.04.2023
16a.	Applicability of Labour charge variation clause (Ref cl no:20.2 of Annexure-AA)	Not Applicable
16b.	The values of D <sub>0</sub> applicable (D <sub>0</sub> = Diesel rate at Damanjodi)	Not Applicable
16c.	Applicability of POL/Material variation (as per cl no:4.4 of contract manual)	Not Applicable
17.	Applicability of income tax deduction at source (Ref cl.no. 10.6 of Annexure-AA)	Applicable
18.	Applicability of GST (Ref cl.no. 10.0 of Annexure-AA)	Applicable
19.	Applicability of ITC on GST (Ref cl.no. 10.0 of Annexure-AA)	Not Applicable
20.	Minimum Workable rate ( Ref: Clause no.2.7 of Annexure-AA)	Not Applicable
21.	Applicability of PRE-CONTRACT INTEGRITY PACT (Ref Cl No. 14.1 & 14.2 of Annexure- AA)	Applicable

**SALIENT POINTS OF THE TENDER**

1	Schedule Quantity & Rates: clause no 2.1		The Quantity and rate schedule (Price bid format) is enclosed at Annexure- II for your reference only.	
2	Quantity Variation : Cl no 3.1		Item rate contracts: The Quantities mentioned in the schedule are approximate in nature and may vary by a wide margin for which the contractor shall have no option but to execute the works as per the direction of Engineer-in-charge at the same rates, terms & conditions. Payment shall be released to the contractor for the actual executed quantity.	
3	Independent External Monitor (IEM) details of NALCO			
	Smt. Deepa Krishnan, IRS (Retd.) C 2603, Sushant Lok-1 Gurgaon, Haryana-122002 e-mail: deepakrishnan@gmail.com	Dr. Meeran C Borwankar, IPS (Retd.) C 10/5, Vasant Vihar New Delhi-110052 E-mail: mcborwankar@gmail.com	Ms Archana Ranjan, IRS (Retd.) A 4/1, Vasant Vihar, New Delhi -110057 e-mail: ranjan.archana@gmail.com	
1. "Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs". 2. "Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below "				
4	Nominated IEM for the tender		Applicable - Ms Archana Ranjan, IRS (Retd.)	
5	Concurrent Commitments		Applicable	
6	Reverse Auction		Applicable	
7	Retention / Release of Statutory wage components: 1. The monthly statutory components on wage like EPF, ESI, NH/PH as applicable in the month shall be released along with monthly RA Bill. 2. The Yearly /Annual wage components like Bonus / Annual Leave with wages and End of Contract components like Retrenchment Benefit and Gratuity (if applicable) will be retained from the monthly RA Bills and shall be released on payment of these components to the workmen.		Not Applicable	
8	Tendering Portal		www.eprocure.gov.in	
9	Details of Tender inviting Authority		N. Srinivasa Sudhakar DGM(E), T&C Department Email: nissankararao.sudhakar@nalcoindia.co.in	

*The rate of minimum wages for different categories of labourers are as below: w.e.f -01.04.2023*

Sl no	Category	Minimum Rate of Wages (Rs.) per day								
		Basic Rate of Wage (Rs)	Rate of VDA	Total rate of Minimum wages (Rs)	Additional Element (Rs)	Canteen Subsidy (Rs)	Total Wages (Rs)	Medical Benefit (4.75% of Total Wages) (Rs)	SCA per day (Rs)	Minimum Total wage including additional element & Canteen Subsidy (Rs)
1	USW	350.00	144.00	494.00	44.00	16.00	554.00	26.32	30.00	610.32
2	SSW	437.00	179.00	616.00	44.00	16.00	676.00	32.11	30.00	738.11
3	SW	523.00	213.00	736.00	44.00	16.00	796.00	37.81	30.00	863.81
4	HSW	610.00	248.00	858.00	44.00	16.00	918.00	43.61	30.00	991.61

**CHECKLIST FOR BIDDERS****Following documents are to be submitted for two part bids.**

Sl. No.	Description	Submitted/ Not submitted	Remarks
1.	Attested/Notarized Copy of Work Order meeting similar works as specified in PQC with Scope of Work, Special Conditions of Contract and Schedule of Rates/Bill of Quantity	Yes / No/ <del>NA (*)</del>	
2.	Attested/Notarized Copy of Work Completion Certificate/Part Completion Certificate against above Work Order	Yes / No/ <del>NA (*)</del>	
3.	Attested/Notarized Copy of Audited financial statements/profit & loss accounts of the last three Financial Years, duly certified by a Chartered Accountant or Annual Report indicating annual turnover.	Yes / No/ <del>NA (*)</del>	
4.	Attested/Notarized Copy of audited balance sheet for the last Financial Year duly certified by a Chartered Accountant.	Yes / No/ <del>NA (*)</del>	
5. a)	BID SECURITY Amount in form of RTGS/NEFT/ECS/BG as per NIT specification/Attested copy of BID SECURITY exemption Certificate like UAM/NSIC	Yes / No/ <del>NA (*)</del>	*
5. b)	Tender Fee in form of DD/BC as per NIT specification/ Attested copy of Tender Fee exemption Certificate like UAM/NSIC	Yes / No/ <del>NA (*)</del>	
6.	Attested/Notarized Copy of Independent E.P.F. A/c CODE of Bidder	Yes / No/ <del>NA (*)</del>	
7.	Attested/Notarized Copy of Independent E.S.I.C. A/c CODE of Bidder	Yes / No/ <del>NA (*)</del>	
8.	Attested/Notarized Copy of PAN Card of bidder	Yes / No/ <del>NA (*)</del>	
9.	Copy of GSTIN of bidder	Yes / No/ <del>NA (*)</del>	
10.	Attested/Notarized Copy of Proprietorship deed/ Partnership Deed / Article & Memorandum of Association of the bidder	Yes / No/ <del>NA (*)</del>	
11.	Attested/Notarized Copy of Power of Attorney of the signatory of the bid, if signed by other than proprietor	Yes / No/ <del>NA (*)</del>	
12.	Pre-Contract Integrity Pact/ Declaration on implementation of integrity duly filled in & signed in all pages	Yes / No/ <del>NA (*)</del>	*
13.	Tender Document duly digitally signed	Yes / No/ <del>NA (*)</del>	*
14.	Filled-up Internet Banking / R.T.G.S. Banking mandate form	Yes / No/ <del>NA (*)</del>	*
15.	Declaration form duly filled in & signed by authorized signatory of Bid	Yes / No/ <del>NA (*)</del>	*
16.	Undertaking letter on downloaded tender documents duly filled in & signed by authorized signatory of Bid	Yes / No/ <del>NA (*)</del>	*
17.	Deviation from NIT terms & conditions are listed in Deviation Sheet only & signed by authorized signatory of Bid	Yes / No/ <del>NA (*)</del>	*
18.	Appendix I & II regarding relatives in NALCO duly filled up	Yes / No/ <del>NA (*)</del>	*
19.	Appendix III, IV & V regarding details of commitments and proposed site organization of the tenderer and anti-profiteering declaration format duly filled up	Yes / No/ <del>NA (*)</del>	*
20.	Litigation History duly notarized Appendix VII	Yes / No/ <del>NA (*)</del>	*
21.	Appendix IX & X regarding PPP-MII and GFR compliance	Yes / No/ <del>NA (*)</del>	*
22.	Supporting documents are attested by Gazetted Officer / Notary Public	Yes / No/ <del>NA (*)</del>	
23.	Documents as mentioned against sl. nos. A2 (Other Technical Conditions) in "Documentary Proof" column of "PRE- QUALIFICATION CRITERIA" (Annexure- 1C).	Yes / No/ <del>NA (*)</del>	

**NOTE:**

IN CASE OF SINGLE PART BIDDING, THE ABOVE DOCUMENTS AS APPLICABLE &amp; MARKED AS (\*) SHOULD BE SUBMITTED.

\*\*\* 'NA' means 'NOT APPLICABLE'.

**ANNEXURE-IA****SCOPE OF WORK & JOB SPECIFICATION****NAME OF THE CONTRACT:**

**Road and culvert construction/widening from Central Block-2 to the existing crusher house, drainage and excavation work, electrical work, roadway traffic signaling and boom barrier system to facilitate transport of 2.0 MTPA of bauxite from Central Block, sector 2 of Panchpatmali Bauxite Mines to the existing crusher house at NALCO, Damanjodi, Odisha, Odisha.**

**Scope of Work:**

The work comprised in tender covers Road & Culvert construction/Widening from Central Block-2 to the Existing Crusher House, Drainage and Excavation work, to facilitate transport of 2.0 MTPA of Bauxite from Central Block, Sector 2 of Panchpatmali Mines to the Existing Crusher House at NALCO, Panchpatmali mines Project as shown in Tender Drawing No. 29054-000-000-LTL-0004-RB, and 29054-000-000-LTL-0005-RB as indicated in the Specification and Bill of Quantities.

The work shall consist of but not limited to following activities:

- a) A separate 16 m road corridor of bituminous type for HVM movement from nearly 100 m before starting point Nursery to up to new proposed security gate CISF main gate is to be constructed.
- b) In front of Nursery area, culvert no. 2 will be constructed for HVM pass over cable belt.
- c) In front of industrial canteen, culvert no. 3 will be constructed for crossing over of HVM over cable belt. Crash barrier will be installed along valley side at this location for safety purpose, up to proposed security gate.
- d) Controlled movement will be there for HVM beyond CISF main gate area.
- e) Concrete type road for HVM and bituminous type road for LMV provided with separator for dedicated movement, will be laid from central stores gate to 'Work is Worship' gate.
- f) A separate 10 m road corridor of bituminous type road for LMV movement will be laid nearly 100 m before Culvert no. 1 and will stretch up to CISF main gate.
- g) A roundabout with necessary sign boards will be installed for smooth transition of traffic at nursery junction.
- h) The boundary wall along central stores area will be dismantled to lay bituminous road for LMV movement from central stores gate up to 'Work is Worship' gate.
- i) For straightening of the proposed haul road near grade separator area, a part of nursery area would be used along this road (up to the 4th light pole) to maintain a minimum required width of 13 m and for smooth transition of separate HVM road up to the existing culvert (near pump house).
- j) Two nos. new culvert shall be constructed for proposed haul road (considering for the movement of 100 T loaded dumpers) to cross over cable belt as per the construction drawings furnished by the Employer/Consultant.
- k) Appropriate signaling system shall be installed as per technical specification for controlled movement of HVM and LMV beyond CISF gate towards the mine office to avoid conflict of traffic as much as possible.

- l) A separate LMV path towards the North Block shall be required for which demolishing of the existing boundary wall of Central Stores would become inevitable and shall be in the scope of successful bidder. A new boundary wall for the Central Stores is to be constructed under the road package based on construction drawings furnished by the Employer/Consultant.
- m) The existing 'Work is Worship' gate shall be dismantled and a new structural cable gallery shall be constructed keeping into consideration the revised width of the HMV as well as the adjacent LMV road.
- n) Drainage work for the stretch of proposed HMV road from nursery to CISF gate shall be carried out as per prevailing practice.
- o) Pipe culverts shall be built near training center and in front of the fire station area to serve the purpose of crossing the run-off from the existing drain (which is to be modified) to another drain existing on the other side of the road.
- p) Necessary Illumination of the road, with required lux level as per relevant standards, shall be made by installing new LED make lighting fixtures and/ or by relocating existing fixtures.
- q) All required enabling jobs for making new/modification of road, such as relocation/laying of new Pipelines, Electrical, Instrumentation cables.
- r) Execution of roadworks and drains will be carried out based on construction drawings and as specified in this specification.

Any modifications in general works including construction of roads, cross drainage pipe culverts and all other related works based on site condition shall have to be carried out wherever necessary for the due and satisfactory construction, completion and maintenance of works.



**ANNEXURE-IB****SPECIAL CONDITIONS OF CONTRACT****1.0 INTRODUCTION**

- 1.1 National Aluminium Company Limited (NALCO), a Government of India undertaking and a Navaratna company owns and operates a large integrated Mines-Alumina-Aluminium complex in India.

a)	Mines & Alumina Refinery	Damanjodi, Odisha.
b)	Aluminium Smelter	Angul, Odisha
c)	Captive Power Plant	Angul, Odisha
d)	Port Handling Facilities (for alumina export & caustic soda import)	Visakhapatnam, Andhra Pradesh

The entire bauxite requirement of Damanjodi Alumina Refinery is being sourced for Panchpatmali bauxite mines. For convenience of exploration /mining, this deposit has been divided into three blocks viz. North Block (Part-I and Part-II), Central Block (Sector-1 and Sector-2) and South Block. The present bauxite requirement of Alumina Refinery of about 7.3 million tonne per annum (MTPA) is being met by excavating the ore from North and South Block.

In view of reserve depletion in North Block, NALCO is planning to start mining operation from Central Block Sector-2 and transport bauxite to the existing Alumina Refinery through existing cable belt conveyor system, which is presently the transportation route of bauxite from Panchpatmali mine to NALCO's Refinery Complex.

Maximum 6.825 million tonne bauxite shall be excavated per annum from Central Block Sector-2. However, the full amount of bauxite (6.825 MTPA) from Central Block Sector-2 shall not be required till the mining operation continues in the North Block. R.O.M bauxite of maximum 3.825 MTPA shall be crushed and fed to the cable belt conveyor from the newly proposed crusher house through mid-point loading. Rest 3 MTPA of bauxite shall be crushed and fed to existing cable belt conveyor by using semi-mobile crushing plant (SMCP) and existing crusher house of Stream-1 in the North Block. Approximately 2 MTPA can be transported from Central Block Sector-2 to the existing crusher house by using 30 tonne tipper truck through a new dedicated tipper truck road.

Based on the above requirement, Road and Culvert Construction/Widening from Central Block-2 to the Existing Crusher House has been envisaged to facilitate transport of 2.0 MTPA of Bauxite.

NALCO has appointed M.N.DASTUR & COMPANY (P) LIMITED (DASTUR), as their EPCM Consultant (hereafter referred as CONSULTANT).

- 1.2 NALCO, on behalf of M/s M.N. Dastur & Company (P) Ltd., invites bids for Road & Culvert Construction/widening from Central Block-2 to the Existing Crusher House, Drainage and Excavation work, Electrical work, Roadway Traffic Signalling and Boom Barrier System to facilitate Transport of 2.0 MTPA Bauxite from Central Block, Sector- 2 of Panchpatmali Mines, Damanjodi, Odisha under Two Part bid system, electronic mode of tendering, on "Open" tender from competent agencies with sound technical and financial capabilities.

**2.0 BRIEF SCOPE OF WORK:**



- 2.1 The scope of work covers Road & Culvert Construction/widening from Central Block-2 to the Existing Crusher House, Drainage and Excavation work, Electrical work, Roadway Traffic Signalling and Boom Barrier System to facilitate Transport of 2.0 MTPA Bauxite from Central Block, Sector- 2 of Panchpatmali Mines, Damanjodi, Odisha as per Technical Specification No. TS-29054-CON-BAU-002A.
- 2.2 The Technical Specification is being issued for placement of Contract for Road & Culvert Construction/widening from Central Block-2 to the Existing Crusher House, Drainage and Excavation work, Electrical work, Roadway Traffic Signalling and Boom Barrier System with supply of all materials, labour, tools & tackles, construction equipment, testing equipment/kits as well as storage, office and other services and facilities whether of temporary or permanent nature as required for satisfactory completion of work.
- a) Road & Culvert Construction/widening from Central Block-2 to the Existing Crusher House, Drainage and Excavation work and submission of relevant documents and drawings respectively.
  - b) Installation, Testing and Commissioning of Electrical Equipment and submission of relevant documents and drawings respectively.
  - c) Roadway Traffic Signaling and Boom Barrier System and submission of relevant documents and drawings respectively.

### 3.0 GENERAL

The Special Conditions of Contract shall be read in conjunction with the Notice Inviting Tender, Instruction to Bidder, General Conditions of Contract, Technical Specifications, Preamble to Bill of Quantity, Bill of Quantity, Drawings, if any and/or other supplementary documents detailing the work.

Provided that, where any provision of the General Conditions of Contract is repugnant to or at variance, unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract and shall to the extent of such repugnance or variation prevail.

The bidder must carefully examine the tender documents, terms & conditions, drawings, specifications etc. and must satisfy himself on technical and commercial aspects and make themselves acquainted with the site and surroundings and consider all other matters including nature, magnitude of work, requirements of materials, labours, conditions and things, probable contingencies including delays, hindrances and interferences and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the work.

Site Visit for the subject tender is mandatory: The tenderers shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid. Tenderers have to enclose a certificate issued by the departmental head of NALCO at site for having visited the site or else the offer may be liable for rejection. The prospective tenderer who has already visited the site and possessing the site visit certificate issued by NALCO earlier can submit the same one and no fresh/further site visit is necessary.

For visiting the site, the tenderer shall contact the following officer:

**Mr. P.K. Mahapatra**  
**GM (Elect.), Capital Repair Group,**  
**Panchpatmali Bauxite Mines, NALCO, Damanjodi,**  
**District: Koraput, Odisha - 763 008**  
**Mob: 9437053763**  
**E mail: [pramod.mahapatra@nalcoindia.co.in](mailto:pramod.mahapatra@nalcoindia.co.in)**

#### **4.0 FACILITIES AND CONDITIONS AT WORK SITE**

##### **4.1 Land for Bidder's Field Office, Go-down and Workshop**

- 4.1.1 The Owner will at his discretion and convenience and for the duration of the execution of the work shall provide the land to the Bidder for their offices, go-down and workshop for the execution of the contract nearer to the owner's Plant premises.

The Bidder shall at his cost construct all these temporary buildings, structures and provide suitable water supply and sanitary arrangement as approved by the Engineer-in-Charge and the inspectorates.

- 4.1.2 On completion of the works undertaken by the Bidder, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Bidder fails to comply with these requirements, the Engineer-in-Charge has the right to remove any structure, such surplus, rubbish materials and depose off the same as he deems fit and get the site cleared and the Bidder shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed as aforesaid. The Owner reserves the right to ask the Bidder at any time during the pendency of the contract, to vacate the land by giving 7 (seven) days notice on security reasons or on national interest or otherwise.

- 4.1.3 Land for residential accommodation for Bidder's staff and labour, if available, may be made available to Bidder outside plant boundary limit at the discretion of the Engineer-in-Charge and rent for the same will be as decided by the Engineer-in-Charge according to location and the area occupied by the Bidder.

- 4.2 All materials brought by the Bidder for execution of work inside Owner's plant premises shall be with proper challan & documents and records shall be maintained. The Bidder may have to be required to produce the documents for authenticity. It will be advisable for the Bidder to store the materials separately for proper identification.

##### **4.3 Construction Water**

- 4.3.1 Unless other wise provided in the Contract, the Bidder shall be responsible for the arrangements to obtain supply of water necessary for the works, his labour colony, his workshops, his offices etc. All pumping Erections, pipe network and distribution system will have to be carried out by the Bidder at his own cost.

- 4.3.2 The Owner may agree to supply water at a single point to the Bidder for use in the Owner's works on specified terms and conditions as shall be determined by the Owner, which shall be binding on the Bidders. The bidder is however required to exercise his option to receive such water supply from Owner's main at the time of submission of his tender.

- 4.3.3 When the water is supplied by the Owner, the Owner's main supply point will be within 500 metres from the Bidder's Site. The Bidder shall make necessary arrangements to take the water from that point at his own cost, and shall provide all necessary ferrules, piping, fitting, couplings and tanks and temporary works required and he shall maintain all such works in satisfactory condition and all costs towards the same shall be included in the price. The Bidder shall remove all such works and shall re-instate and make good any work disturbed, to the satisfaction of the Engineer-in-Charge.

- 4.3.4 In the event of the Bidder's drawing water from the Owner's main/source, he shall not claim any compensation for interruption or failure of Owner's water supply caused due to any reasons beyond the control of the owner.

4.3.5 The water so supplied by the Owner shall be free of cost for the Constructional work only.

#### **4.4 Construction Power**

4.4.1 Subject to availability, Owner will supply power at 415 V at only one point at the nearest substation on chargeable basis, the present Rate is Rs.4.30/kWh and any change in power tariff shall be intimated to the bidder, The bidder will make his own arrangement for temporary distribution of power from the nearest substation. All the works will be done as per IEA regulations and passed by the Engineer-in-Charge. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines; the Bidder will re-route or remove the temporary lines at his own cost. The Bidder at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the Owner, which should be in the custody and control of the Owner. The cost of power supply shall be payable to the owner at every month at the rate specified by the Owner, which will be deducted from the running bills. The owner shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained and this does not relieve the Bidder of his responsibility for timely completion of this works as stipulated in the contract.

4.4.2 It shall be the responsibility of the Bidder to provide and maintain the complete Erection of the load side of the supply with due regard to safety requirement at site. All cabling, equipment, Erections etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Bidder will ensure that his equipment and Electrical wiring etc. are installed modified, maintained by a licensed Electrician/ Supervisor. A test certificate is to be produced to the Engineer-in-Charge for his approval, before power is made available.

4.4.3 At all times, IEA regulations shall be followed failing which the Owner has a right to disconnect the power supply without any reference to the Bidder. No claim shall be entertained for such disconnection by the Engineer-in-Charge. Power supply will be reconnected only after production of fresh certificate from authorised electrical supervisors.

3.4.4 The Owner is not liable for any loss or damage to the Bidder's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Bidder arising there from.

4.4.5 The Bidder shall ensure that the Electrical equipment installed by him are such that average power factor does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the Owner at the penal rate determined by the Owner for all units consumed during the month.

4.4.6 The Bidder will have to provide and install his own light and power meters, which will be governed as per Central/ State Government Electricity Rules. The meters shall be sealed by the Owner.

4.4.7 In case of damage to any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Bidder the Owner reserves the right to recover the cost of such damage from the Bidder's bill. Cost of HRC Fuses replaced at the Owner's terminals due to any fault in the Bidder's Erection shall be to Bidder's account at the rates decided by the Engineer-in-Charge.

4.4.9 Only motors up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP, a suitable starting devices approved by the Engineer-in-Charge shall be provided by the Bidder. For Motors above 100 HP slipping induction motors with suitable starting devices as approved by the Engineer-in-Charge shall be provided by the Bidder.

4.4.10 The Bidder shall ensure at his cost that all electric lines and equipment and all Erections are approved by the Central Electricity Authority before power can be supplied by the Owner.

- 4.4.11 The total requirement of power shall be indicated by the bidder along with his tender.
- 4.4.12 The Bidder shall make contingency arrangement for adequate power required for construction by providing mobile DG set along with distribution board, cable, switch, fuse and necessary accessories at his own cost. Sufficient number of DG sets with adequate capacity shall be arranged by the Bidder so as not to impede the progress of the work due to shortage of power, outages etc. in order to complete the project within the contractual time schedule.

The owner shall not be responsible and shall not entertain any claim of the Bidder on account of outages, power shortage, non-availability of adequate power, any failure of electricity etc. and this does not relieve the Bidder of his responsibility for timely completion of this works as stipulated in the contract.

- 4.4.13 It shall be the responsibility of the Bidder to provide and maintain the safety requirement at site. All cabling, equipment, Erections etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Bidder will ensure that his equipment and Electrical wiring etc. are installed modified, maintained by a licensed Electrician/ Supervisor.

## **5.0 TIME SCHEDULE:**

- 5.1 The quality of work output and time is the essence of the Contract/Order. All work within scope of this tender shall be completed within **Nine (9) months** from the date of issue of Letter/Fax of Acceptance (LOA/ FOA) by NALCO strictly in accordance with the construction programme. The offer submitted by the Bidder shall be accompanied by a time schedule showing individual time period required for carrying out all important events/activities and completion of the work, commensurate with the time schedule mentioned above and total contract period.

## **6.0 PAYMENT TERMS: -**

Payment will be made through monthly running account (RA) bills based on joint measurements with Engineer-in-Charge/DASTUR against the work done during the preceding month on the basis of item rates as accepted in the contract after effecting necessary deductions/ recovery including interest charges accrued thereon and statutory deduction as applicable in the following manner:

- a) 90% pro-rata against monthly progressive bills duly certified by Engineer-in-Charge.
- b) 10% within 30 days of completion of work in all respect and acceptance thereof.

## **7.0 COMPENSATION FOR DELAY:**

- 7.1 In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay to the Owner as compensation, an amount equal to 1% of the contract/order value per week of the delay or part thereof subject to a maximum of 10% of the contract/order value.
- 7.2 The Compensation for Delay, liabilities or any Penalty will be recovered along with applicable taxes and duties.

## **8.0 MOBILISATION ADVANCE:**

- 8.1 Interest bearing recoverable Mobilization Advance, if insisted by the bidder(s), shall be payable in two equal instalments up to 10% of Total Contract Value, i.e. 5% in 1st installment & 5% in 2<sup>nd</sup> installment after the following conditions have been fulfilled:

- 8.1.1 The formal Contract has been signed between the OWNER and the BIDDER.
- 8.1.2 Submission of Initial Security Deposit (ISD)/Security Deposit (SD) as per Contract Terms.
- 8.2 Mobilisation Advance amount shall be paid in two equal installments (5% in 1st installment & 5% in 2nd installment). Bidder shall submit utilisation Certificate for each installment of the Mobilisation Advance paid. Second installment shall be paid after submission of Utilisation Certificate by the bidder indicating satisfactory utilization of the first installment paid for execution of this Contract and satisfactory site mobilisation by the contractor duly certified by the Engineer-In-Charge. If it is found that, the said advance has been utilised by the Bidder in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to the Bank Guarantee(s).
- 8.3 The Bidder shall submit Bank Guarantee for an amount equivalent to 110% of the Mobilisation Advance amount valid up to contractual completion period plus one (1) month from NALCO's approved Bank (List attached) and as per the format.
- 8.4 The Bidder shall at the request of the OWNER suitably extend the validity of the Bank Guarantee(s) for such period or periods as may be required.
- 8.5 The amount of advance BG submitted will be reduced to the extent of advance recovered from the bills submitted by the contractor / supplier. For this purpose, the contractor / supplier may submit multiple BGs totaling to the advance amount in one go to facilitate release of BG to the extent of advance recovered provided that each BG submitted in multiples of 25% of the total BG provided. Advance shall be recovered pro-rata from the payment to be released as per the payment terms.
- 8.6 The rate of interest applicable on balance amount of Mobilisation Advance, applicable for the financial year shall be fixed to MCLR (1-year-tenor) of SBI declared in the month of April of the financial year plus 1%.
- 8.7 Considering upto 10% of the Total Contract Value towards recoverable Mobilisation Advance, the bidder to indicate their offer, the percentage of Mobilisation Advance they required against this Tender.
- 8.8 Recovery of Mobilisation Advance:**
- 8.8.1 Recovery of Mobilisation Advance paid shall start when 15% of the work is executed or 1st Running Account (RA) bill, whichever is later.
- 8.8.2 Depending upon the percentage of Mobilisation Advance opted by the vendor, the recovery shall be made in such a manner that the total Mobilisation Advance is recovered when 80% of the Total Contract Value gets paid. The percentage of recovery from RA Bills for Mobilisation Advance shall be decided as per given formula:

$$\% \text{ recovery} = (\% \text{ Advance}/80) \times 100$$

- 8.8.3 A schedule of mobilisation shall be drawn after due discussion with bidder. In the event of undue delay in mobilisation, the Engineer-In-Charge may initiate necessary action for recovery through encashment of BG.

## 9.0 **FORCE MAJEURE:**

Neither Bidder nor NALCO shall be considered in default in performance of their obligations under the CONTRACT, if such performance is prevented or delayed by events such of war, hostilities, revolutions, riots, civil commotion, strike/lockout (for period exceeding 15 days), epidemic, fire, wind, flood, draught, earthquake, because of any law and order proclamation, regulation or ordinance of any Government or of any sub-division thereof, or because of any Act of God, or for any other cause beyond the reasonable control of the party affected, provided notice of any such cause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 14 days from the happening of the event with sufficient documentary proof in regards to its existence and continuance thereafter. In case it is not possible to serve notice within the said 14 days period then, within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. An event which is Force Majeure whosoever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligations, will justify the affected party's claim of Force Majeure. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the case itself and inability resulting from therefrom have been removed and the agreed time schedule under the CONTRACT shall stand extended by a period equal to the period of delay occasioned by such events. Should one or both parties be prevented from fulfilling contractual obligations by a state of Force Majeure lasting a continuous period of three months, either party has the right to terminate the Agreement. However, prior to deciding on termination, the parties shall consult each other and decide regarding the future performance of the Agreement.

## 10.0 **DEFECT LIABILITY PERIOD**

- 10.1 Twelve (12) Months from the date of successful completion of work and issue of completion certificate.

## 11.0 **SHORT CLOSURE OF CONTRACT**

If at any time during the contract, NALCO decides to abandon or reduce the scope of work due to cessation or reduction of requirement for operational assistance, NALCO, through its Manager-in-charge/Engineer-in-Charge, shall give a 3-months prior notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever. The contractor shall be paid at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

## 12.0 **PRE-BID MEETING:**

For this tender, there shall be a pre bid meeting at site and all interested parties should participate in the meeting to get clear idea of the scope of work, vis-à-vis the mine site conditions, prior to bidding.

## 13.0 **CO-OPERATION WITH OTHER CONTRACTORS AND OWNER'S OPERATION DEPARTMENTS**



- 13.1 The contractor shall plan and execute his work in a phased manner as directed by the Engineer from time to time and shall fully cooperate with other agencies working at Site simultaneously as well as with Owner's Operation Department so as not to obstruct or retard the work simultaneously being executed by other agencies and in the plant operation in any way. The decision of the Owner on any point of dispute between the various Contractors shall be final and binding on all the parties concerned.
- 13.2 The construction work shall be carried out by the Contractor around operating plants where the plant operation must run uninterrupted. The Contractor shall, therefore, properly plan and carry out construction work in a coordinated manner with the plant operation department so that production of the Owner's existing plants is not in any way interrupted.
- 13.3 In case, in Contractor's opinion, any shut-down is essential for carrying out construction work in a particular place, the Contractor shall so apply to the Engineer with sufficient advance notice keeping his requirement of shut-down period to its absolute minimum so that the necessity, possibility and duration of such a shut-down can be examined. However, it is clearly understood that no shut-down can be arranged which may materially affect the plant production and no claim whatsoever shall be admissible by the Owner if shut-down cannot be arranged at the required time and place in the interest of plant production.

#### **14.0 SAFETY CODE**

- 14.1 The Contractor shall adhere to safe construction practices and guard against hazardous and unsafe working conditions and shall comply with safety rules as set forth herein. The Owner reserves the right to take any appropriate punitive action, in case there is a fatal accident for reasons solely attributable to the Contractor involving his employees or due to his employees.
- 14.2 **Safety Training:** No person shall be deployed to workplace/ Site without Safety Induction Training. Refresher Safety Training may be conducted at regular intervals. Contractor shall depute their workmen & staff when the training session conducted.
- 14.3 The Contractor's employees must use safety shoes, helmets, hand gloves, safety belts, safety goggles and all other safety appliances while working at site.
- 14.4 The Contractor shall abide by the various Statutory Rules of the Government and Safety Rules & regulations being issued by the Government and the Owner from time to time in this regard, and/ or as required by the Engineer, in respect of all staff and labour engaged for the execution of the Work at work place/ Site and shall provide all the facilities in connection therewith. The Contractor shall provide standard quality, safety appliances and shall ensure that necessary safety appliances are being used by his employees and workers working at Site, without which the employees and the workers shall not be permitted to work.
- 14.5 The Contractor shall submit to the Owner the name of a Key Person from his organisation who shall (a) be fully responsible for safety of persons (b) ensure safety practices during the execution of the Contract/ Order. The Contractor shall engage adequate number of skilled/ unskilled labour and supervisor on the job to execute the work in a safe way. Also the Contractor shall depute his own Safety Officer to look after and ensure the day-to-day Safety Compliances at the work site.
- 14.6 Safety Officer / Site In-charge of the Contractor shall have to attend the Safety Meetings conducted at site by the Owner. He will have to keep himself as well as their workmen



informed about the points discussed in the meetings and will have to implement the same at work place/ Site to ensure the safe execution of the job.

- 14.7 The Contractor shall understand the work, analyse the job safety and prepare the job safety and housekeeping plan/ procedure. The Contractor shall monitor the plan/ procedure regularly and adhere/ improve the plan/ procedure, if required, for safe execution of the Contract/Order.
- 14.8 A proper register/document containing names and designation of workers to be maintained by the Contractor for the workmen trained by the Owner.
- 14.9 Before start of the day's work, the contractor shall check and ensure that all the workers have put on safety appliances and then allow the workers to go to the work spot.
- 14.10 The contractor shall ensure that the workers to stay away to a safe distance from live Electric wire.
- 14.11 Smoking at work place is prohibited.
- 14.12 Contractor shall ensure that Electrical Hand tools used at work site are provided with ISI mark Three Pin Plug Tops and Sockets and proper earthing connection, DB's / Extension Boards with proper covers and proper laying wires, Hand lamps with proper enclosure guards etc. M/s Legard make 63 Amps plug to be used for connection of electrical equipment in existing supply provided by Owner for construction work.
- 14.13 For working at height (3.0 meters and above), the Contractor shall make strong enough Scaffolds having the provision of railing etc. While constructing permanent RCC/ Steel platform & stairs, the Contractor shall ensure that the Railing & Toe Boards are simultaneously provided to them and all pockets on the platforms are properly covered / guarded.
- 14.14 To work at height (3.0 meters & above), the Contractor shall arrange and ensure the use of safety devices like retractable fall arresters blocks, safety nets, full body farness safety belts etc.
- 14.15 Fire Extinguisher, Sand bucket, water bucket, wet gunny bags to be made available at welding sites before start of welding.
- 14.16 All lifting tools and tackles, viz. Chain Pulley Blocks, Slings, Mobile Cranes, Hoists, Winches, Lifts etc, used by the Contractor, shall be duly inspected and passed by Competent Person as per provision of The Factories Act, 1948. The Contractor shall preserve the Test Certificates, issued by the Competent Person, to show to the Owner, whenever asked for. The Owner will not permit the use of untested Lifting Equipments at Work Site.
- 14.17 The drivers engaged must have valid Driving License and the vehicle used shall be non-polluting, shall have PUC.
- 14.18 Only DA & BMCG Cylinder to be used for gas cutting, use of LPG gas Cylinders shall not be allowed by the Owner.
- 14.19 Welding machines shall be 3-phase transformer/welding rectifier.
- 14.20 Machines earthing to be used during shop welding.
- 14.21 The Contractor shall follow the Owner's Work Permit System to conduct the Risky project jobs.

- 14.22 The Contractor shall ensure the presence of his Engineers at Work Site, all the time, to supervise the work activities. The Owner will not permit any site work activity without the presence of the Contractor's Site Engineer.
- 14.23 The Owner will not allow the Lifting of equipment & material to upper floors, by using any make shift arrangement. The Contractor shall have to make the use of suitable Mechanical Devices like Cranes, Hoists, Chain Pulley Blocks, Winches, and Lifts etc.
- 14.24 The Contractor shall maintain Good Housekeeping in the project work by way of removing & disposing off the unwanted material & scrapes from the work site on daily basis. And also stack in-use material in organized manner to maintain good housekeeping at work place.
- 14.25 The Owner will authorize his Safety Officer to stop the Contractor's work, if he finds during his site visit, any ongoing work, likelihood of imminent danger of accident or unsafe practices at site not being taken care by the Contractor on the Safety Officer's repeated follow-up. Safety Officer may hold such work suspended till the necessary corrective and preventive actions are taken by the Contractor. The Owner's Safety Officer, if necessary, may advise and guide to the concerned Contractor on compliances of more Safety precautions that he thinks fit to the particular site work. The concerned Contractor shall have to comply his advice accordingly.

## **15.0 ENVIRONMENTAL CLAUSE (ISO-14000)**

- 15.1 In line with the requirement of ISO-14001, all Contractors shall comply with the following:
- i) Each and every Contractor engaged inside the Works shall maintain the up-to-date training certificate of their employees of Environment. The training shall be provided during safety & Environment training prior to start of the job.
  - ii) Any earth excavated during the job shall be disposed off in a pre-assigned area. The Contractor shall take preventive steps to avoid spillage of earth/debris during transport/ dumping.
  - iii) Maintain a clear work area in and around the work place.
  - iv) Ensure optimum use of water and avoid misuse/ wastage.
  - v) Ensure that the vehicles used by them meet the emission norms.

## **16. TOTAL LIABILITY UNDER THE CONTRACT:**

The total liability of the Bidder arising out of and/or in connection with this Contract including Price Reduction Schedule (PRS) but excluding Patent Infringement and Indemnity shall be limited to 100% of the total Contract Price.

**FOR FURTHER DETAILS REFER THE TECHNICAL SPECIFICATIONS ATTACHED IN THE NIT**

**ANNEXURE-1C**

**RISK ASSOCIATED AND SAFE / STANDARD OPERATING PROCEDURE**

**(Ref: Recommendations of 10<sup>th</sup> Conference on Mines Safety)**

**After Award of contract, the SOP is to be followed in consultation with EIC & Safety Officer.**

**PRE-QUALIFYING CRITERIA: APPLICABLE****A) TECHNICAL**

Eligibility Criteria	Documentary proof
<p>1. The bidder should have experience of having successfully completed “Similar Work” during the last Seven (07) years ending on last day of the month previous to the one in which the NITs are invited, as per following criteria;</p> <p>(i) Three similar completed works each (with above criteria) having executed value not less than <b>Rs. 6.94 Crores (Rupees Six Crores and Ninety-four Lakhs Only)</b></p> <p style="text-align: center;">OR</p> <p>(ii) Two similar completed works each (with above criteria) having executed value not less than <b>Rs. 8.68 Crores (Rupees Eight Crores and Sixty-eight Lakhs Only).</b></p> <p style="text-align: center;">OR</p> <p>(iii) One similar completed work (with above criteria) having executed value not less than <b>Rs. 13.89 Crores (Rupees Thirteen Crores and Eighty-nine Lakhs Only).</b></p> <p>The work experience should be of “Working directly” and possess relevant experience as per the details given under experience criteria. “Working directly” implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.</p> <p>Evaluation criteria:</p> <p>i) Cost of the completed works by the bidder shall be escalated @ 10% per annum (simple rate) to bring them at the current price level.</p> <p>(The cost of work completed within one year prior to original date of bid opening shall not be considered for any escalation. The escalation shall only be considered for work completed prior to one year from the original date of bid opening on annual basis and no weightage shall be given for part of the year).</p> <p>“Similar Work” means</p> <ol style="list-style-type: none"> <li>1. The bidder should have experience of having successfully completed the work of, “Construction OR Repair and Maintenance of Bituminous or Concrete Roads.</li> <li>2. Consortium or Joint venture bidding is not allowed.</li> </ol>	<p><b>1.</b> Work experience should be of "Working directly" and possess relevant experience as per the details given under experience criteria. "Working directly" implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.</p> <p><b>2.</b> The bidder should submit Work order copies showing Order value, Scope of Work &amp; Bill of quantity for assessment of Experience Criteria.</p> <p><b>3.</b> Satisfactory Completion Certificate indicating the value of work executed &amp; period of contract should be obtained from Principal Owner of the work for whom the work has been executed.</p> <p><b>4. The Experience/Completion certificate shall mandatorily bear the name and designation of the Issuing Authority in case the same is issued after 30.06.2022.</b></p> <p>In case of past experience criteria, the experience as a sub-contractor to a main agency in a project awarded by any principal/project authorities shall be considered subject to following:</p> <ol style="list-style-type: none"> <li>a. Bidder to submit detailed work order / PO/ Agreement from the main agency.</li> <li>b. Completion certificate issued by main agency.</li> <li>c. Copy of completion certificate issued by the Principal/project authorities in favor of the main agency showing due completion of the package.</li> </ol>
Other Technical conditions	
<p>a) The tenderer should possess a valid MV electrical license of Government of Odisha for executing electrical installation works (Documentary evidence to be furnished along with Tender).</p> <p style="text-align: center;">OR</p> <p>b) In case the tenderer does not possess a valid MV electrical license, of Government of Odisha, in such case the tenderer should submit an undertaking that they will engage an electrical agency who possesses valid electrical MV license issued by the Government of Odisha for executing electrical installation works (Undertaking letter to be furnished along with Tender).</p>	<p>1) Copy of MV license issued to the tenderer by the concerned authority</p> <p style="text-align: center;">OR</p> <p>2) A letter of undertaking that the tenderer will engage an electrical agency who possesses valid electrical MV license issued by licensing authority</p>

**B) FINANCIAL**

Eligibility criteria	Documentary proof
<p>1) The average annual financial turnover of the bidder for last three financial years should be minimum <b>Rs.5.21 Crores (Rupees 5 Crores and Twenty-one Lakhs Only)</b>.</p> <p>(Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage)</p> <p>2) The bidder should have minimum positive working capital of <b>Rs.5.79 Crores (Rupees Five Crores and Seventy-nine Lakhs Only)</b> and submit documentary evidence in this regard. In case the bidder does not have adequate working capital, he should make exclusive credit limit from one or more scheduled commercial banks for the proposed work and submit a line of confirmation from the bank / banks as documentary evidence.</p> <p>3) The bidder should have minimum positive net worth of <b>Rs.11.57 Crores (Rupees Eleven Crores and Fifty-seven Lakhs Only)</b>.</p>	<p>The bidders have to submit the copies of Audited Financial Statements, Profit &amp; Loss Accounts and Balance Sheet of the relevant years in support of both the qualifying criteria along with the bid.</p> <p><i>(For bids received prior to 30<sup>th</sup> June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas, for the bids submitted after 30<sup>th</sup> June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid).</i></p>
<p><b>Note: For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/ Auditor for consideration of their bid. All certificates issued by Chartered Accountant shall bear UDIN.</b></p>	

**CONCURRENT COMMITMENTS:** The bidder has to submit complete list of concurrent commitments on all jobs under execution by them which will be taken into account to calculate the spare capacity available with the bidder.

If the annualized concurrent commitments of the bidder plus annualized estimate value of the work under consideration exceeds four times the average financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation.

**PRE-CONTRACT INTEGRITY PACT- Applicable**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2023, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through **Shri N Srinivasa Sudhakar, Dy General Manager (T&C)** (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure **“Road and culvert construction/widening from Central Block- 2 to the existing crusher house, drainage and excavation work, electrical work, roadway traffic signaling and boom barrier system to facilitate transport of 2.0 MTPA of bauxite from Central Block, sector 2 of Panchpatmali Bauxite Mines to the existing crusher house at NALCO, Damanjodi, Odisha”** and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

**NOW THEREFORE**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER,

either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
  - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### 4. **Previous Transgression**

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Sanctions for Violations:**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit ( in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (i) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

**6. Independent External Monitors (IEMs):**

- 6.1 The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website ([www.nalcoindia.com](http://www.nalcoindia.com)).
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
- 6.9 Bidder may write to the IEM through E-mail (provided in the tender) for their grievances, if any, giving details of the tender reference, name of the tender issuing officer and Nalco's Unit for quick identification of the tender by the IEM.

**7. Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**8. Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**9. Other Legal Actions:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

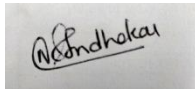
10. **Validity:**

- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

For & on behalf of

For & on behalf of

**BUYER**



**BIDDER**

Name of the Officer: **N Srinivasa Sudhakar**

Designation: **Dy. General Manager (T&C)**

Company: National Aluminium Company Ltd.

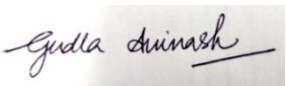
Official Seal

Witness

Witness

1.  \_\_\_\_\_ Malaya Sahoo

1. \_\_\_\_\_

2.  \_\_\_\_\_ G Avinash

2. \_\_\_\_\_

**Declaration by Bidder for Implementation of Integrity ~~NOT APPLICABLE~~****Tender Ref: T&C/MINES/CRG/C-1501**

I/We ( \_\_\_\_\_ ) commit to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract. I/ We further undertakes that

- ~~— Will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage to any official of the Buyer, connected directly or indirectly with the bidding process, evaluation, contracting and implementation of the Contract.~~
- ~~— will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.~~
- ~~— will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.~~
- ~~— will commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.~~
- ~~— will not instigate or cause to instigate any third person to commit any of the actions mentioned above.~~

Yours faithfully

~~(Authorized signatory of the Bidder)~~

~~Date:~~

## ANNEXURE-AA

## INSTRUCTIONS TO BIDDERS

- 1.0 SCOPE OF WORK:** The scope of work shall be as detailed in Annexure-IA. The work shall be carried out as per direction of Engineer-in-charge (EIC)/ Manager in-charge (MIC) subject to special condition of contract given in Annexure-IB.
- 2.0 SCHEDULE QUANTITY & RATES:**
- 2.1** *Refer Point No 1 of Salient points of the tender at P/4*
- 2.2** Bidders are required to submit digitally signed complete Tender documents ONLINE only along with all Annexure and Appendices downloaded from the tendering portal then filled-up, signed and stamped in each page Price bid in .xls and all other enclosures in .pdf format shall be uploaded.
- 2.3** Price bids must not contain any conditions stipulated by the bidders. Conditional price bids are liable for rejection.
- 2.4** Premium or discount over quoted rate / total amount mentioned separately anywhere in the offer other than in the specified cell of the excel format of the Price bid shall be ignored.
- 2.5** The overall Premium/ Discount, figure should be quoted up to two decimal digits only. Also for unit rates, rates can be quoted in Decimals. Decimal digits beyond two will be ignored for all purposes.
- 2.6** Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest tenderer only.
- 2.7** The tenderers must quote their most reasonable and workable rate. **The bidders must download the BOQ in excel format from the CPP portal and quote the unit rate for all items of the BOQ in excel sheet and submit the same in CPP Portal, the unit rates to be quoted shall be exclusive of GST.** Overall total evaluated price for all items of schedule of quantities shall be the basis for determining the reasonableness of price and gradations of the tenders. In case the offered price of the tenderer(s) is found to be unworkable, based on the rate approved by NALCO(Ref SI No 20 at Page 4), the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect. The bidder must provide written clarification including detail price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. However, if after evaluating the price analysis, Nalco determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, then Nalco may reject the bid/ proposal. Nalco also reserve the right to award the job without seeking clarification or receiving clarification from the bidder about the price reasonability. Non-acceptance of work order will be dealt as per the provisions of Bid Security.
- 3.0 QUANTITY VARIATION:**
- (i) *Refer Point No 2 of Salient points of the tender at P/4*
- (ii) **Lump sum / Turnkey Contracts:** In case of Turnkey / lump sum contract no adjustment in the contract value shall be made unless there is written instruction by the EIC to change the scope of contract due to addition / deletion of items. Adjustment to the contract value due to such addition / deletion shall be governed by the provisions of GCC.
- 4.0 CONTRACT PERIOD:** The Quality of work output and Time of completion is the essence of the Contract. The contract period for this work shall be as mentioned in **SI no: 4** of Page-4 **from the effective start date** mentioned in the work order. Time period of completion of individual items may be decided jointly by EIC and contractor, which shall be adhered to by the successful bidder.
- 5.0 TENDER FEE:** *Refer SI no 8 of Contract Details at P/3*
- 5.1** An amount as stipulated on page no.4 of the tender document towards the tender fee shall be paid in the form RTGS/NEFT/ECS in favor of National Aluminium Company Limited, Damanjodi, paid through any NALCO's Approved Bank (list attached) payable at Damanjodi, with the tender. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered) or MSEs registered with DIC are exempted from submission of tender cost, subject to submission of attested documentary evidence in support of the same along with the offer. MSEs registered with DIC who claims*

**exemption of Tender fee through “Udyog Adhaar Memorandum (UAM)”, must submit their “UAM” duly verified & certified by the concerned General Manager, DIC.** The tender cost should be paid separately and it shall not be clubbed with BID SECURITY. The tender fee is nonrefundable.

- 5.2 The Bidders shall have to upload the scan copy of **receipt for payment by electronic mode** towards the tender fee and a copy of the same shall have to be submitted / deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission date of the tender at the following address: **T&C Dept, Panchpatmali Bauxite Mines, PO: Damanjodi, Dist- Koraput, Odisha-763008** clearly mentioning the Tender No. on the envelope. The envelope containing the tender fee instrument shall clearly mention: “Tender fee instrument against Tender No.: ----- Tender Submission Date: -----” along with name of the bidder.

The details of tender fee deposit document submitted physically to the department and the scanned copies furnished at the time of ONLINE bid submission should be the same, otherwise the Tender will be liable for rejection.

**In case the bidder is claiming exemption from payment of tender fee, the information along with attested supporting documents for claiming the exemption must also be uploaded online along with the offer.**

- 5.3 i) MSEs having UAM no. shall also submit supporting documents such as UAM certificate, CA certificate (certifying that the unit is a MSE having valid MSE certificate), details available from the website of Ministry of Corporate Affairs, etc to support their MSE status and the same shall be verified by NALCO.  
(ii) In case of any doubt or complaints, NALCO shall refer the matter to the General Managers of the District Industries Centre of the concerned districts to undertake enquiry and verify credentials of the MSE and submit confirmation to NALCO regarding their MSE status.

## 6.0 **BID SECURITY : Refer Sl no 7 of Contract Details at P/3**

- 6.1 The contractor shall deposit the bid security for an amount as stipulated at page no.4 of the tender document in the form of Bank Guarantee or through RTGS/NEFT/ECS in favor of National Aluminium Company Limited, paid from any of NALCO’s Approved Banks (list attached) payable at Damanjodi, with the tender. The offers received without bid security will be liable for rejection. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered) or MSEs registered with DIC are exempted from submission of BID SECURITY, subject to submission of attested documentary evidence in support of the same along with the offer. MSEs registered with DIC who claims exemption of BID SECURITY through “Udyog Adhaar Memorandum (UAM)”, must submit their “UAM” duly verified & certified by the concerned General Manager, DIC.* Bid Security shall not carry any interest and will be refunded to all unsuccessful bidders after finalization of the contract but is liable to be forfeited in full or part, at Company’s discretion, as per Clause No. 6.3 below. In case of technically rejected bidders of two part / three part bid, the BID SECURITY shall be returned to the bidder after rejection of their offer. BID SECURITY of successful bidder shall be returned after submission of Initial Security Deposit /Security Deposit. The BID SECURITY of the successful bidder if paid in form of RTGS/NEFT/ECS shall be adjusted towards initial security deposit. Bank mandate form in prescribed format, duly filled in & signed (Ref Annexure-V) is to be submitted by the bidder for refund of BID SECURITY through e-payment.

**\*Bank Guarantee shall be accepted in the prescribed proforma for an amount of Rupee One lakh or more only. The BG submitted towards BID SECURITY shall remain valid for 09(Nine) months beyond validity period of offer.**

**NOTE: The payment towards Tender fee and BID SECURITY as applicable shall be made as per the following Bank Details.**

Sl No	Bank Details	
1	State Bank Of India	Damanjodi
2	IFSC CODE	SBIN0006908
3	Bank Account No	10838944125

- 6.2 The Bidders shall have to upload the scan copy of **receipt for payment by electronic mode or Bank Guarantee** towards the BID SECURITY and **the copy of receipt for payment by electronic mode or Original copy of Bank**



**Guarantee shall have to be submitted / deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission date of the tender at the following address: T&C Dept, Panchpatmali Bauxite Mines, PO: Damanjodi, Dist- Koraput, Odisha- 763008** clearly mentioning the Tender No. on the envelop. The details of BID SECURITY deposit document submitted physically to the department and the scanned copies furnished at the time of ONLINE bid submission should be the same, otherwise the Tender will be liable for rejection.

**In case the bidder is claiming exemption from payment of BID SECURITY, the information along with attested supporting documents for claiming the exemption must also be uploaded online along with the offer.**

- 6.3 (a) No Bidder can withdraw his bid after the bid submission due date & time. Withdrawal of any bid after bid submission due date & time will lead to forfeiture of bid security in full **and the bidder shall be debarred as per the provisions of bid security.**
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as Withdrawn and no further claim / correspondence will be entertained in this regard.

**7.0 DEFECT LIABILITY PERIOD (DLP):** The DLP shall be governed by the detailed terms and conditions stipulated in clause 65 and 68 of GCC. Duration of DLP is mentioned at **Sl. No. 14** of Page.4. The defect liability period shall be reckoned from the date of completion of the contract period for supply and workmanship unless mentioned otherwise in Scope of Work / Special Condition of Contract.

**8.0 SECURITY DEPOSIT :**

- 8.1** A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs.1 Crore, 7.5 % for the value of contracts over Rs.1 crore up to Rs. 5 crores and 5% for the value of contracts over Rs.5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.
- 8.2** This may be deposited initially at 2.5% of the value of the contract (referred as initial Security deposit) **within a period of 21 days from the date of issue of work order/ FOI/ LOA** and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract value up to Rs.1 crore, 7.5 % for contract value between Rs. 1 crore to Rs.5 crores and 5% for contract value over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 of GCC.
- 8.3** Alternatively the contractor may at his option deposit the full amount as mentioned at 8.1 above towards deposit within a period of 21 days from the date of issue of work order/ FOI/ LOA. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- 8.4** **In case the successful bidder fails to submit the ISD /SD, with in a period of 21 days from the date of issue of work order/ FOI/ LOA , the ISD amount along with a simple interest @12% per annum as penalty, applicable from the date of issue of LOA/work order till the date of submission of ISD or submission of 1st RA bill, shall be recovered starting from 1st RA bill.**
- 8.5** The bid security deposited with the tender, by the successful bidder **if paid in the form of electronic mode** shall be adjusted towards Initial Security Deposit.
- 8.6** The security deposit will be released after successful completion of the defect liability period on certification of Manager-in-charge / Engineer-in-Charge.
- 8.7** In case the DLP is NIL, the Security Deposit will be released to the successful bidder within three months of the submission of full and final bill to the EIC.

**9.0 PAYMENT TERM :**

**Providing copy of the Income Tax Return for each of the two previous Financial Years for which due date of filling of Income Tax Return has expired with self-certification is mandatory along with each GST Tax Invoice else suitable provisions of Income Tax Act will be applicable.**

- 9.1.1 Payment shall be made as indicated in Special Conditions of Contract /against monthly bills duly approved and certified by the Engineer-in-charge. Such Certificate/ approval by the EIC and passing of the amount so payable shall be binding and conclusive subject to deduction as per contract, which is subject to Arithmetical correction if any.
- 9.1.2 Payment facility is available under INTERNET mode through company banker as well as in NEFT/ RTGS (National Electronic Fund Transfer / Real Time Gross Settlement) mode through designated branches. The contractor shall submit duly filled bank mandate form in duplicate with due authentication from their bankers to avail e-payment facility. All the payment shall be made only through e-mode. The prescribed form is enclosed in Annexure-V.
- 9.1.3 If the contract value is Rs.20, 000/- or less only one full and final bill will be admitted.
- 9.2 If full security deposit has been submitted or security deposit is not applicable as per contract terms, then the amount passed will be paid in full. Otherwise, 90% of the amount passed will be paid and 10% will be retained towards the balance security deposit, till full recovery of total security deposit.
- 9.3 The materials drawn if any by the party as “free issue materials” from Nalco shall be reconciled. The reconciliation statement of free issue items / materials should be submitted to the Engineer in-charge for certification. The final reconciliation statement should be submitted along with final bill for release of payment.
- 9.4 (i) The final bill shall be submitted by the contractor **within one month** of the completion of contract otherwise the contract may be closed ex-parte’ on the basis of the Engineer-in- Charge certificate of the measurement and the amount payable or recoverable as certified by the EIC taking all recoveries into account shall be final and binding on the contractor.
- (ii) Besides above, the contractor may be treated as dormant or non-responsive. This may affect contractor’s futures business with NALCO.
- 9.5 *The contractor is required to obtain clearance from HRD dept and submit the same along with RA bill to Manager-in-charge of the contract for processing for release of payment. For obtaining clearance from HRD dept, the Contractor shall ensure that all the contract workmen engaged by him shall follow Bio-metric Punching System for their daily Attendance. Wages & other applicable dues of the workmen shall be made by the contractor based on the attendance through Bio-metric Punching System. The amount due to the individual workmen should be credited to their respective bank account only, within the stipulated period as per statute. The copy of the payment sheet, bank statement and attendance sheet of individual contract workmen is to be submitted to the HRD department along with each RA bill for necessary verification, record and clearance of RA bill from HRD department to the Manager-in-charge for processing for release of Payment.*
- The final bill will only be released subject to clearance of all statutory dues including EPF of the contract workmen by way of bank transfer and obtaining a certificate to this effect from the contract labour cell of HRD dept.*
- 9.6 *Contractor employing contract labour for execution of the contract shall have to use NALCO's online portal for various activities like safety clearance, issue of gate pass, application for license in Form IV, issue of certificate from Principal Employer (NALCO) in form V for obtaining license from the Central Labour Department, preparation of monthly wage sheets, issue of wage slips, employment cards, preparation and filing of returns, maintenance of statutory registers etc. The contractors have to use the online portal for entering relevant data about themselves and the labour engaged by them.*

#### **10.0 TAXES & DUTIES :**

- 10.1 The rates indicated in **Annexure-II**, are inclusive of **all taxes and duties**. For claiming GST from NALCO, the clauses in the para 10.2 to 10.5 below will be applicable.
- 10.2 GST shall be payable extra at applicable rates subject to the fulfillment of following conditions:
1. Providing of GSTIN.
  2. Providing proof of payment of GST and correct uploading of invoice into GSTN.
  3. Compliance with other relevant GST provisions

4. Payment of GST is subject to reflection of the party's invoice in GSTR 2A/ Anx-2 (GST new return) of NALCO.
- 10.3 For claiming GST from NALCO, the contactor should submit the GST invoice as per the format Annexure-IV.
- 10.4 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST and other statutory provisions applicable to this work as a service provider.
- 10.5 NALCO reserves the right to recover from the service provider any penalty imposed on NALCO by the concerned statutory authorities due to non fulfillment of GST compliance by the service provider.
- 10.6 The anti-profiteering provisions of GST Act mandate that any reduction in tax rates or benefits of input tax credits be passed on to the service recipient by way of commensurate reduction in prices. Vendors to take note and pass on such benefits to NALCO while quoting.**
- 10.7 The bidder has to submit the anti-profiteering declaration format (Appendix V) duly signed and stamped with seal of the bidder at the time of submission of bid.**

**Anti-Profiteering Clause (Sec 171 of CGST Act) Applicable for Indian Bidders)**

- 10.7.1 If any new Tax/Taxes is introduced on sale of goods/service. Either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the Vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t. Input Tax benefit and reduction in Tax chargeable to Nalco w.r.t. Output Tax benefits in connection with goods and/or services provided.
- 10.7.2** If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.
- 10.7.3** The Vendor has to provide a declaration along with the Tender that they will abide by the requirements under CI 171 of CGST Act, 2017.
- 10.8 DEDUCTION OF INCOME TAX:**
- 10.8.1 Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- 10.8.2** Compliance to recent amendments to the provisions of Income Tax TDS/ TCS is applicable to vendors for supply of Services. Reference is invited to recent amendments in Finance Act 2021 sections 206AB & 206 CCA of Income Tax TDS /TCS. The newly introduced sections shall be effective from 01.07.2021. In compliance to the said provisions, all payments to the vendor's w.e.f 1.7.2021 for supply of services shall be subject to TDS/ TCS as per the newly introduced sections under Income Tax Act.

The provision mandates different rate of TDS depending upon the Compliance as detailed below:

- i. It mandates submission of Income Tax Return (ITR) filed by the vendor for supply of Services for two immediate previous years for which the due date of filing the return has been expired.
- ii. It mandates updation of PAN (Permanent Account Number) of Income Tax of the vendor for supply of Services in the vendor master before processing of the Bill for payment.

With introduction of this section w.e.f 1.7.2021, the applicable TDS is 0.1% subject to compliance of (a) and (b) above. However in the event of non-compliance higher rate of TDS shall be applicable as furnished below:

- i. If PAN No is not available, then TDS @ 5% shall be applicable on the amount paid/ credited to the vendor for supply of services.
- ii. If Income tax Return is not submitted as mentioned at (a) above the applicable TDS shall be higher of twice of rate of relevant TDS section or 20 % (for services).

In view of the same,

- (i)** All the vendors are required to submit their PAN No with Copy of PAN Card along with the bid.

- (ii) All the vendors are required to submit the copy of Annual Income Tax Return for previous Year 2018-19 and 2019-20 along with invoice for processing the bills up to 30.9.2021. Thereafter, IT Return for next previous year 2020-21 may be submitted if the statutory period for filling the return is expired which shall suffice the release of payment up to 31.07.2022.
- (iii) In the event of non-compliance to the above, the bill shall be processed (after waiting for seven days of Bill submission) with applicable higher TDS as mentioned above.

**Providing a Copy of Income Tax Return for each of the Two previous Financial Years for which due date for filling of Income Tax Return has expired with self-certification is a mandatory requirement else suitable provisions of the Act will be applicable.**

#### **10.9 DEDUCTION OF CESS UNDER BUILDING & OTHER CONSTRUCTION WELFARE CESS Act.1996**

For any building or other construction work which are covered under section 2 (I) (d) of the Building & Other Construction worker (RE & CS) Act. 1996 and the Building & Other Construction Welfare Cess Act. 1996, 1% Cess shall be deducted from the RA & Final bill gross amount payable till the completion of the job. In addition, contractors having 10 or more workers in their establishment have to register themselves with the registering Officer under the Building & Other Construction worker (RE & CS) Act. 1996.

#### **11.0 DECLARATION OF RELATIVES WORKING IN NALCO:**

The contractors must furnish certificate as mentioned in Appendix – I & II enclosed, disclosing in detail about their relative / relatives, working in the company. Suppression of this information in any form if detected at any stage will be disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may be debarred from participation in future tenders.

#### **12.0 MATERIALS; TOOLS & TACKLES; ENERGY/WATER REQUIREMENT:**

- 12.1 The contractor shall have to make his own arrangement for supply and storage of his materials / consumables and general tools, tackles, welding sets, electrodes, chain pulley blocks, slings, gas welding/cutting sets, in connection with execution of work. No extra payment shall be applicable for such provisions. Wherever required consumables of approved quality like general purpose welding electrodes, cleaning agents, Oxygen, D.A., etc to execute the contract shall be in Contractor's scope and contractor has to arrange for these materials at their own cost unless mentioned otherwise in the tender documents attached herewith.

#### **12.2 FREE ISSUE MATERIALS(FIM) / CONSUMABLES / FACILITIES FROM NALCO :**

- (a) The contractor will do transportation of FIM from point of issue to work site.
- (b) Electrical energy and Water for the work to be executed inside plant / township, if required, **will be supplied by Nalco** from any suitable point. The contractor shall have to make arrangements, at his own cost, for tapping and using the power/water so required as per advice of EIC.  
For availing Electrical energy, **the contractor shall have to provide, at his own cost, a MCB** (Miniature Circuit Breaker) at the point of power supply by Nalco. The MCB shall have to be of a suitable capacity as decided by Nalco's electrical authorities for the concerned area and shall have to be replaced, as and when warranted, on the grounds of changed power requirements or the MCB having been defective and/or damaged.
- (c) Issue of cement and steel as Free Issue shall be governed by clauses 52 to 54 of GCC unless mentioned otherwise in the scope of work / special conditions / BOQ or elsewhere in this tender document subject to the followings:
  - (i) For issue of materials within Mines, the contractor shall submit only indemnity bond for the entire value of materials issued to them free of cost as per clause 53 (ix) of GCC.
  - (ii) For value of actual material issued on phased manner for outside Mines, the contractor shall furnish Bank Guarantee equivalent to 20% of the value of material actually issued and indemnity bond for 80% value of materials being issued to the contractor.
  - (iii) For materials taken out side Mines to the vendor's shop, Bank Guarantee equivalent 100% of the value of the materials will be submitted by the vender before taking out the materials.

- (iv) The Indemnity bond and the Bank Guarantee (from Nalco's approved bankers) shall remain valid till the material account is totally settled. The Indemnity Bond and BG shall be submitted in the format approved by NALCO.

### 13.0 **SUPERVISION:**

- (i) The contractor shall have to work as per direction of the Engineer-in-charge, and shall report to him daily regarding day-to-day progress. The contractor shall give full access to the Engineer-in-charge/ authorized representative of Nalco to inspect day-to-day work executed by the contractor. Besides the contractor shall have to engage his own supervisor to ensure proper workmanship and good quality work, which is a part of the scope of work.
- (ii) If required under prevailing statute, the supervision should be carried out by person holding valid licenses issued by appropriate statutory body.

### 14.0 **EXECUTION OF AGREEMENT:**

The contractor shall have to execute an agreement (in case order value is more than Rs.1,00,000/-) on non-judicial stamp paper of Rs.50/- purchased in the name of the Contractor **from any registered stamp vendor under the jurisdiction of the Orissa High Court**, in the specific format of NALCO. The agreement should be executed in the office of T&C Department-I/c, NALCO, Damanjodi within **10 days** of receipt of Work order or before starting the execution of the work, whichever is earlier.

#### 14.1 **PRE CONTRACT INTEGRITY PACT: Refer Sl no 21 of Contract Details at P/3**

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached separately at Annexure-ID, which has been pre-signed by the Employer, and upload the same duly signed on all pages by the Bidder's Authorized Signatory before stipulated Project Proposal submission time. Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and the same shall be uploaded before stipulated Project Proposal submission time. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP) is liable for rejection of Project Proposal as being non-responsive.

In case of joint venture/ consortium bidding (**Not applicable for this tender**), selected bidder being a Consortium, in addition to above, after incorporation of Joint Venture Company, Integrity Pact shall be signed by the Joint Venture Company along with Project Agreement.

#### 14.2 **INDEPENDENT EXTERNAL MONITOR (IEM):**

In respect of the Tender, the Independent External Monitors (IEMs) would be monitoring the Bidding Process and execution of Project Agreement to oversee implementation and effectiveness of the Integrity Pact Program.

The following Independent External Monitor(s) (IEMs) have been appointed by NALCO, in terms of Integrity Pact (IP) which forms part of the NALCO Tenders/Contracts.

**Ms Archana Ranjan, IRS (Retd.)**  
**A 4/1,**  
**Vasant Vihar,**  
**New Delhi -110057**  
**e-mail: ranjan.archana@gmail.com**

IEM is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEMs at above Address.

- i. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary (ies) and/or



Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.

- ii. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard.
- iii. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.
- iv. The bid security shall be valid for nine months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period.

#### 14.3 **SECRECY TERMS:**

The contractor shall use all the documents, drawings, data & information of proprietary in nature, received from NALCO, solely for the purpose of performing and carrying out the obligations on their part under this contract. He shall not disclose the same to any other person except to the extent required in the performance of the work and shall maintain the utmost secrecy. Contractor and NALCO shall bind their employees, who are involved in engineering of the project by a suitable secrecy contract. The documents, drawings, data and information received from NALCO shall not be used by contractor for any other purpose and will also keep them confidential. All data, documents and information provided by Contractor during the course of execution of the work will be treated as confidential by NALCO and will not be released to any third party, without specific written permission of Contractor.

**Breach of Secrecy:** In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, Performance Security and claim damages from the party

- 15.0 **GATE PASS & SECURITY:** The contractor shall have to arrange valid gate passes for the labor/ workers engaged by him in order to enter into the Mines premises if the work is to be executed inside Mines.

#### 15.1 **TIME OF WORK: The Mines working timings are as follows:**

NAME OF THE SHIFT	DURATION	FROM	TO
"A" SHIFT		06.00 AM	02.00 PM
"B" SHIFT		02.00 PM	10.00 PM
"C" SHIFT		10.00 PM	06.00 AM
GENERAL SHIFT		08.30 AM	05.00 PM
		(LUNCH HOUR 01:00 P.M. TO 01:30 PM )	

#### 16.0 **OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM :**

##### 16.1 **SAFETY:**

The contractor shall have to take necessary safety arrangements / precautions for the workmen engaged by him and shall be responsible for any First Aid/ Emergency treatment for his labors/workmen. In addition, the contractor shall have to abide by all fire & safety regulations of the owner. The contractor has to execute the works after taking necessary instruction & clearance from the safety officer, available at Mines.

- 16.2 All lifting/handling tools & tackles should be load-tested as required by law. Mobile equipment such as Truck, Tractors, Tippers, Dumpers etc. shall have valid fitness certificate with due insurance required as per law.

##### 16.3 **PERSONAL PROTECTIVE EQUIPMENTS (PPEs):**

The contractor shall have to provide all necessary PERSONAL PROTECTIVE EQUIPMENTS (PPEs) like *Safety Shoes, Gum Boots, Helmets, Safety Goggles and Nose Masks* etc. as applicable to the workmen engaged by them as per the requirement. Safety aprons and Masks should also be provided to all workmen engaged in wherever necessary. The contractor should ensure use of the above by his

workmen during the contract period. In case the contractor fails to provide PPEs as per requirement, at the time of starting the job, they will not be allowed to carry out the assigned job.

- I) The contractor should be aware that the workers engaged by him shall not be allowed to enter into the Mines at the NALCO Mines gate unless they wear the safety helmet and safety shoe. The contractor shall take all necessary steps/actions so that his workmen enter into the NALCO plant premises with safety helmet and safety shoe.
- II) The occupational health & safety policy is enclosed. The contractor has to ensure attendance in a training programme for all his contract workers conducted by safety department and obtain a certificate before putting the workers to work front.
- III) The contractor has to adhere to "NALCO's safety code for contractors" while executing the work.
- IV) In case the contractor shows negligence in adherence to the above conditions and results in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit and NALCO may sever the business relation with the party.

**16.4 Medical Checkup:** Contractors will have to submit medical certificate from a Govt. Hospital or registered medical practitioner in the prescribed format for the workmen engaged by him along with application for gate pass and for annual renewal. No gate pass will be issued / renewed unless the medical certificate is enclosed along with the application.

**16.5** The Engineer in-charge executing the contract upon his satisfaction that the Contractor is not performing as per the safety requirements may direct stoppage of work. The contractor shall not proceed with the work until he has complied with such directions to the satisfaction of concerned Engineer in-charge.

**16.6** The contractor shall be fully responsible for accidents caused due to him or his agents workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensations for injuries.

**16.7** Without prejudice to the right conferred by the Clause 16.5 above for stoppage of work the contractor shall be liable for penalty as per the provisions stipulated at CI No. 34.0.

**16.8** Whenever work at height is involved, contractor must obtain working at height permit from concerned Dept. for the persons required to work at height.

**16.9** The Engineer in-charge executing the contract will assess the penalty amount having regarded to all the circumstances, in particular the nature and the gravity of the violation & will issue a show-cause notice specifying therein the proposed penalty. Considering the cause shown by the Contractor, if any the Engineer in-charge executing the contract shall pass final orders which shall then be final and binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / SD of the Contractor without any further reference to him.

## **17.0 ENVIRONMENTAL REQUIREMENTS:**

**17.1** The contractor shall be responsible to promote awareness on the Environmental requirements among the workmen engaged by them for the subject job and ensure adherence to sound environmental practices.

**17.2** The contractor shall remove all the waste/debris generated during the work on each occasion & dispose off to a place identified by Engineer-in-charge. The thorough up keeping of the work spot before the contractor leaves the work spot is essential. In case the contractor fails to comply with the above, the owner may get the up keeping done & recover the expenses with overheads from the contractor.

**17.3** The contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants.

**17.4** In case the contractors are quoting for oil, grease, chemicals and toxic substances or these substances form a part of materials quoted they should ensure proper storage, handling, packing and shifting of materials to our site properly so that the same should not pollute the environment.

**17.5** The contractor should ensure that materials/ equipment quoted is manufactured/ supplied through Eco friendly process/ system.



- 17.6 The contractor should ensure proper awareness of workers working in their factory/ plant to maintain for a green and clean environment inside/ outside their plant.
- 17.7 It will be the responsibility of the contractor to use Eco friendly packing materials.

## **18.0 STATUTORY PROVISIONS :**

- 1) The contractor shall abide by various statutory provisions to the satisfaction of Central/State Government Authorities. The contractor has to comply with provisions made in various statutes such as The Contract Labor (Regulation & Abolition) Act 1970, the payment of Bonus Act 1965. The Employees compensation Act 1923, The Employees Provident Fund & Misc. provisions Act 1952, The Payment of wages Act 1936, The Minimum wages Act 1948, The Industrial Disputes Act 1947, The Mines Act 1952. In case of failure of the contractor to comply with any statutory provisions, NALCO as principal employer, shall have the right to withhold the bills and/or security deposit of the contractor and/or take such action as it may be deemed fit.
- 2) The Engineer-in-charge/Section-in-charge shall ensure that the following statutory requirements are being complied by the contractor. The bidder to take note for necessary compliance.
  - 1) Before executing the job, the contractor has to submit Police Verification Report from the Local Police Station, Voter/Aadhaar Card for imparting Mines Vocational Training. After completion of the MVT. It must be required to cover all the workmen under Employees Insurance Scheme and then photo gate pass shall be issued in favour of contract workmen.
  - 2) If the contractor intend to engage 20 or more workmen on the said job then he/they must take labour license from the Asst. Labour Commissioner (Central), Bhubaneswar. In such case, the contractor has to apply in Form-IV to the Principal Employer to obtain Form-V as per the CL(R&A) Act, 1970.
  - 3) The workmen engaged on the job will be paid Minimum wages as circulated by Nalco from time to time. All the payments shall be made through Bank Account only before 7<sup>th</sup> of the Month.
  - 4) The contractor has to issue Wage slip well in advance & ensure that the wage payment sheet is duly signed by the concerned workmen & the representative of the Principal Employer, after that the payments shall be made only through Bank Account of the individual workman.
  - 5) The Provident Fund contribution shall be deducted and deposited in the Individual PF Code allotted to the contractor and ensure timely submission of reports/returns to the Appropriate Authority.
  - 6) Holiday wages as declared by Nalco shall be paid month wise, if occurred during the month.
  - 7) Minimum Bonus @ 8.33% shall be paid to the workmen on the wage limit i.e.Rs.7,000/- or the Minimum wage for the scheduled employment as fixed by the appropriate Government, whichever is higher before Puja or within one month of the completion of the contract as per the Payment of Bonus Act, 1965 revised.
  - 8) After completion of the contract, Leave salary, Retrenchment Benefit, bonus are required to be paid within 48 hours to the workmen.
  - 9) All the workmen shall be provided Employment Card (within 03 days of commencement of duty) & Wages slip every month before disbursement of Wages as per the Contract Labour (R&A) Act, 1970.
  - 10) Statutory records/registers are required to be maintained under different labour laws by the Contractor and to be shown to the appropriate authority on demand.
  - 11) The contractor should also provide Personnel Protective Equipment to all their workers engaged on the job.
  - 12) The contractor has to insure their workers under the Payment of Gratuity Act, 1972 for payment in the event of death.
  - 13) The contractor has to ensure the compliance under the Motor Transport Workers Act,1961
- 3) The contractor should not engage persons, male or female below 18 years of age and above 60 years of age for the execution of the work awarded to him.

- 4) In case of electrical contracts, the tenderer should have possessed valid electrical contractor's license of MV/HV/EHV as the case may be, issued by licensing authority of government of Odisha, a copy of which shall be enclosed along with the offer.

#### **19.0 DOCUMENTS TO BE SUBMITTED BY BIDDER:**

**The bidder should also submit duly attested/ notarized copies of the following documents along with the bid:**

- 1) *Tender documents duly signed*
- 2) Tender fee deposit & EMD receipt
- 3) MSME Certificate if applicable
- 4) Annexure III duly filled up signed and stamped with seal of bidder
- 5) Annexure V duly filled up signed and stamped with seal of bidder
- 6) Annexure VI duly filled up signed and stamped with seal of bidder
- 7) Annexure VII duly filled up signed and stamped with seal of bidder
- 8) Annexure IV duly filled up signed and stamped with seal of bidder
- 9) Appendix I duly filled up signed and stamped with seal of bidder
- 10) Appendix II duly filled up signed and stamped with seal of bidder
- 11) Appendix III duly filled up signed and stamped with seal of bidder
- 12) Appendix IV duly filled up signed and stamped with seal of bidder
- 13) Appendix V duly filled up signed and stamped with seal of bidder
- 14) Appendix VII duly filled up signed and stamped with seal of bidder
- 15) Pre-contract Integrity Pact/ ~~declaration on implementation of integrity~~ duly filled up signed and stamped with seal of bidder
- 16) PAN Card of the bidder. (For proprietorship firms PAN should be in the name of the sole proprietor and for other firms/ companies PAN must be in the name of the respective firm/ company).
- 17) PAN Based GSTIN of the bidder
- 18) Proof of Possession of independent EPF code. The tenderer shall possess independent P.F. "Account Code" from the concerned Regional Provident Fund Commissioner. A copy of evidence in this respect may be furnished as & when required.
- 19) Proprietorship Deed/ Partnership Deed/ Article & Memorandum of Association of the Bidder
- 20) Power of Attorney of signatory of the bid, if the signatory of the bid is other than the proprietor
- 21) Profit and Loss accounts and Balance sheets for the last three financial years as per PQC
- ~~22) Previous 2 years income tax return copy~~
- 23) Declaration of % of Local content along with the place of value addition
- 24) Format for Declaration towards Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

**Non-submission of the above documents shall lead to rejection of bid. No correspondence/documents shall be entertained after scheduled tender submission date and tender opening regarding submission of shortfall documents.**

#### **20.0 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:**

##### **20.1 WAGES OF THE CONTRACT LABOR:**

- A) The payment of minimum wages to the contractor labors shall be as per the rates notified by the central government, as per the minimum wages act – 1948 and as adopted/circulated by the Nalco management from time to time.
- B) The classified workers in different categories will be as per the notification issued by the central government fixing the minimum wages for above scheduled appointment. Where the minimum wages notified by the government of Odisha is higher than the rates notified by the central government, the government of Odisha rates should apply to concerned scheduled employment as long as the same remains higher than the central government rates.  
Therefore, the contractor must quote their rates considering the following conditions applicable

*The rate of minimum wages for different categories of laborers' are indicated in Salient Points of the tender at P/4.*

- C) Besides the minimum wages payable as mentioned above, the contractor is required to pay an additional element of Rs. 32/- (Rupees Thirty Two only) per day as a part of wages per day. It would qualify for all statutory payments.
- D) In addition to minimum wages, an amount of Rs12/-(rupees twelve) per day as indicated above shall be payable to each contract labourer towards canteen subsidy and this will be paid by the contractor concerned which will qualify for deduction of provident fund and other statutory deductions as applicable.
- E) Also contractor shall pay to his workmen medical benefit @ 4.75% & special compensatory allowance @ Rs. 30/- per day of actual work.

*The daily wages to be paid shall include the following components –Basic wages, VDA, contribution to provident fund, additional element, canteen subsidy, medical benefit, special compensatory allowance, bonus, leave salary, safety appliances, holiday/ PH/NH wages and retrenchment benefit as applicable to NALCO Mines.*

- F) The minimum wage as notified by the chief labour commissioner (central) has a variable component as special allowance which is linked to average AICPI for industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.

**20.2 a) Price variation clause (PVC) towards changes in labour charge for this contract (Refer SI no 16a of Contract Details at P/3)**

**b) In case labour charge variation Clause is applicable for this contract as per SI. No. 16a of Page-3, the following shall be applicable:**

1. In case of increase in minimum wages of the workers, the differential wages and associated components will be reimbursed based on actual payment to labourers excluding OT amount claimed.
2. The reimbursement of escalated amount under this provision will be based on documentary evidence of payment of the claimed amount to the bank account of the workmen.

**20.3 In case the contractor fails to pay wages to the workmen employed by him for the subject work, NALCO will make the payment and recover the same from the contractor's bill along with 10% service charge for the amount paid.**

**20.4 The contractor failing to make payment of labor wages as per applicable Law, may be debarred / banned for conducting future business with NALCO.**

**21.0 RECOVERY TOWARDS COMPENSATION FOR DELAY:**

Quality and time (contract period) is the essence of the contract. In the event of failure of the contractor to perform as per the contract in the stipulated period, penalty is leviable @ 1% of contract value for every week of delay subjected to maximum of 10% of work order value and/or as specified in the special conditions of contract. Decision of engineer-in-charge in this regard is final and binding. Clause no.24 of GCC is applicable for the above

This is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. GST as applicable shall also be recovered.

**22.0 ARBITRATION:** The clause No.87 of General Conditions of contract shall be applicable incase of any dispute or difference whatsoever, which may arise at any point of time. Subject to all other provisions contained in clause 87 of GCC, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rule made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

**23.0 TERMINATION OF CONTRACT:**

- a. If the performance of the successful bidder is found unsatisfactory during the period of contract, the contract will be terminated with short notice of 15 days and the same shall be carried out by

any other of the successful bidder / agency at the risk & cost of the contractor. Other penal actions such as forfeiture of BID SECURITY and Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken.

- b. If the Government of India or any Statutory Authority/empowered to do so, decides/directs to terminate the Contract, the contract shall be terminated without any notice and for that contractor shall not be entitled to any claim such as extra claim, loss, loss of profit etc. against NALCO. The settlement of the dues of contractor shall be done on the basis of execution of actual work in accordance with the terms & conditions of contract.
- c. Short Closure of Contract: NALCO reserves the right to short close the contract by serving 15 days' notice to the contractor, when either of the contract value is executed or the assigned BOQ quantity is exhausted. The decision of NALCO in this regard shall be final & binding on the contractor.

## **24.0 GENERAL INFORMATION:**

- 24.1 Before submission of the bid the bidders are requested to read the bid document carefully make themselves fully conversant with the GCC, Special Conditions of Contract, and Conditions of bidding, Specific conditions, technical Specifications and bid drawings if any. **The bidder should visit site and get familiarized with the site conditions** so that, no ambiguity may arise in these respect subsequent to submission of the bids.
  - 24.2 NALCO's General Conditions of Contract (GCC) & Special Conditions of Contract if any shall form part of this contract. The tenderer is advised to go through them before quoting the rates. It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions and shall abide by those.
  - 24.3 Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed permitted laden weight as certified by registering authority for the respective vehicles.
  - 24.4 Wherever applicable Bank Guarantee are to be submitted in Nalco's prescribed format only from NALCO's approved Banker.
  - 24.5 (i) In case there are more than one L-1 bidders, the concerned bidders may be called to offer maximum possible discount on their quoted rates in sealed envelope in order to decide the L-1 bidder.
  - (ii) In case of tie of price bids, the following criteria shall prevail in the given order. (after application of clause (i) above.
    - a. Bidder having highest average turnover during last three financial years shall be preferred.
    - b. The existing contractor/latest contractor executing the same contract satisfactorily shall be preferred.
- Note: Average Annual Turnover shall be decided on the basis of audited profit and loss accounts submitted by the bidder for the last three financial years.**
- (iii) In case of tie for L2 or other positions and L1 price matching is to be sought for splitting of the job as per NIT condition, then L2, L3 etc positions shall be determined by applying criteria at Sl. No. (ii) above."
  - 24.6 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency are participating in the subject tender.
  - 24.7 Bidders are requested to quote their best prices considering the fact that price negotiation if required may be held with lowest bidder only.

**25.0 MODE OF SUBMISSION, RECEIPT AND OPENING OF TENDER:**

- 25.1** All covering letters & information are to be included in the offer.
- 25.2** The tender duly digitally signed should be uploaded online in web site of the tendering portal . The Bidders are advised to fill up the prescribed *Formats* available in the tender document as Annexures and Appendices as per requirement with no deviations to the specific requirements, terms & conditions and upload the complete set of tender document duly signed on the bottom of each page along with a forwarding letter addressed to the DGM(T&C), Nalco Damanjodi for uploading in the Online Tendering Portal.
- 25.3** **In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet only (Annexure-VII).** Please be informed that only deviation statement will be evaluated and considered.
- 25.4** Deviation(s) listed at any other place shall not be considered at all and shall not be binding on NALCO. The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.
- 25.5** Financial implications of the agreed deviation as per assessment of NALCO will be loaded on the price quoted by the bidder. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
- 25.6** Tenders **are to be uploaded in the tendering portal web site** on or before time & date specified at **Sl. No. 9** of Page-4 of tender document. The PART-I bids in case of two part tendering and Single part bid in case of LTE tendering shall be opened at the time & date specified **Sl. No. 10** of Page-4 of tender document.
- 25.7** In the event of the office remaining closed on the Bid opening date, tenders will be opened on the next working day as per the convenience of the concerned officials.
- 25.8** The validity period of the offers submitted by the bidders shall be as indicated at Sl. No. 11 at page-4 from the end date of submission of Tender. However, NALCO reserves the right to defer the date of tender opening in case the response is considered to be inadequate or due to any other reasons. In such event, the bidders shall have to visit the site tendering portal to see the next tender submission & opening dates. In such case, validity period of the offer shall be reckoned from the extended last date of tender submission. Any Addendum/ Corrigendum to the tender shall only be uploaded in the tendering portal web site and separate information shall not be sent to the bidders by NALCO.
- 25.9** The price bids of technically qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders online **through tendering portal website**. The price bids shall also be opened ON LINE.
- 25.10** All the supporting documents uploaded with the offer should be attested by a Gazetted Officer or Notary Public and are required to be signed on each page by the bidder or by their authorized representative.
- 25.11** The tenderer shall ensure submission of complete information / documents in the first instant itself. Nalco reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information. If at all shortfall documents are sought from the bidders, bidders are required to submit shortfall documents only pertaining to the technical credentials already submitted in the first instant, any fresh work experience credentials (e.g. Work orders/ work completion certificates) will not be considered for evaluation of the bids.

As per Manual for Procurement of Works 2019 Ministry of Finance Department of Expenditure 5.4.5 Normally no post bid clarification at the initiative of bidder shall be entertained. The shortfall information /documents if any may be sought only in case of historical documents which pre- existed

at the time of tender opening and which have not undergone change since then. So far as the submission of documents is concerned after submission of the tender, Nalco may ask and consider, only related shortfall documents. For example, if the bidder has submitted a contract without its completion / performance certificate / annual turnover, the certificate can be asked for and considered. However, no new contract will be asked further so as to qualify the bidder. No post-bid clarification at the initiative of the bidder shall be entertained. Hence bidders are required to take due care to upload all relevant work credentials available with them in order to avoid rejection.

- 25.12** In case a bidder has been debarred/ blacklisted/suspended in any unit of NALCO from participating in tenders for Work/Service Contract, his offer will not be considered during the period of blacklisting/suspension/debarment, as the case may be.
- 25.13** Previous and Present Performance of contractors at NALCO sites shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated.
- 25.14** Bidders shall submit the details about engagement of Agents/ Middlemen/ Intermediary/ Consultants / Service Providers and payments proposed to be made to them by the bidder as a part of the present bid.
- 25.15** In case any specific adverse report is received against any bidder during enquiry about the statement made/ credential submitted along with the offer document in respect of capabilities, performance and criminal background of the bidder, the offer submitted by such bidder shall be rejected.
- 25.16** Bidder shall provide information regarding the past & current litigation, debarring/ expelling of the bidder or abandonment of work by the bidder in any Unit of NALCO etc.
- 25.17** Litigation History- a) The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency is participating in the subject tender.
- a) Bidder may note that any pending criminal case involving moral turpitude, fraud, theft & unlawful activities or conviction by court of law or indictment/ adverse order by regulatory authority against the person, company, Directors of the Company or sister concern of the Company, partner of the firm etc. would constitute disqualification for participating for tender.
  - b) The bidder or its proprietor /partner(s)/director(s) of the firm should not have been convicted by court of law for an offence involving moral turpitude in relation to the business dealing during past seven years for acceptance of the offer.
  - c) Litigation history for criminal backgrounds to be provided by the bidder. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.
- 25.18** The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of PQC on group entity terms). The litigation history shall include:
- (i) Arbitration cases pending.
  - (ii) Disputed incomplete works.
  - (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
  - (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
  - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings



- 26.1 **EVALUATION OF BIDS:** The price bids of the techno-commercially qualified bids in case of two part bid system & bids in case of single part bidding shall be evaluated to arrive at the lowest (L-1) bidder as indicated at clause no: 24.5 above.
- 26.2 Loading of Amount for the agreed deviation shall be done on the Price Bids.
- 26.3 **Concurrent commitment:** - The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work (for single agency)/annualized estimated maximum percentage of work in split case under consideration (for multiple agency) exceeds FOUR times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation.  
Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress in considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder shall be liable for appropriate legal action.  
Suppression of fact /data regard to jobs under execution will be considered as gross violation and rejection of bid including penal action such as banning/ blacklisting, as deemed fit- The bidder must confirm that they have disclosed all the works being executed by them in the offer, as per Appendix-III)- [Refer SI no 5 of Salient Points of the tender at P/4.](#)
- 26.3 NALCO reserves the right to use in-house data / information for evaluation of bids if felt necessary.
- 26.4 In case of discrepancies, the original tender document uploaded by T & C Department, Mines shall be treated as authentic & binding for all purposes.
- 26.5 **REVERSE AUCTION:** The guidelines for the same shall be as per the applicable guidelines of tendering portal- [Refer SI no 6 of Salient Points of the tender at P/4](#)
- 26.6 Evaluation of bids shall be done in compliance with Govt. Guidelines on Preference to Make In India (as per GOI ORDER NO. P-45021/2/2017-PP(BE-II), Dtd: 16.09.2020) as given in Appendix- IX. In this regard party should upload duly filled up and signed declaration provided in Appendix –IX.
- 26.7 Evaluation of bids shall also comply with Govt. Guidelines on Restriction on Countries sharing a land border with India (as per Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and ORDER NO: F.No.6/18/2019-PPD DATED 23/07/2020 & 24/07/2020) as given in Appendix-X. In this regard party should upload duly filled up and signed declaration as Appendix-X.
- 26.8 Bid Evaluation shall comply with Govt. Guidelines on Preference to MSEs (GOI Micro and Small Enterprises (MSEs) Order, 2012 and Amendment dated 9th November, 2018), as applicable.
- 27.0 **ACCEPTANCE OF TENDER:**
- 27.1 **Vendors may note that, any pending case or conviction by a Court of Law or indictment /adverse order by regulatory authority against the person, company or against any sister concern which relates to a criminal offence would constitute disqualification”.**
- 27.2 ***The concurrent commitments of bidder on various jobs under execution by the bidder will be taken into account to assess the spare capacity available with the bidder. Bidders are required to fill Appendix-III for calculation at our end. Suppression of fact and figures will liable to cancellation of bid and penal action as per rule- [Refer SI no 5 of Salient Points of the tender at P/4.](#)***
- 27.3 ***A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. NALCO / Consultant shall respond to such queries within a reasonable time.***
- 27.4 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality. Reference is also invited to clause 9 of General conditions of contract.



27.5 Bidders may note that, Letter / Fax of Acceptance or work order/ AOC issued to them is based on acceptance of their offer by NALCO and shall be binding on them. Bidder should return a copy of the same duly signed by the authorized representative as a token of acceptance of the letter of Acceptance / Fax of intent / work order within seven days failing which it will be deemed to have been accepted by the bidder.

## **28.0 OTHER TERMS & CONDITIONS:**

28.1 If found suitable, Preference for engagement of labors under NALCO's contractors establishment may be given to the land affected persons.

28.2 The contractor has to dismantle the structure constructed by him for the purpose of office-cum-store on completion of the contract as per the provision of GCC clause no.2.4.2. If the same is not dismantled within two months of completion of contract he will not be issued any tender paper or will not be allowed to participate in any tender including with-holding of final bill besides initiation of other contractual/legal action as deemed fit against the contractor.

28.3 The contract shall be subject to the provisions of GCC save those provisions of GCC, which are superseded by the above clauses under instruction to Bidders.

**28.4 *The bidder should indicate valid e-mail ID under Annexure-III (DECLARATION BY THE BIDDER) enclosed.***

**28.5 As per Govt. of India directive, it is mandatory for contractors providing goods & services to central Govt. organizations to be registered in GeM (i.e. Govt. e-market place, [www.gem.gov.in](http://www.gem.gov.in)) and obtain a unique GeM registration Id at the time of placement of order/acceptance of contract. Contractor to ensure immediate compliance in this regard.**

**28.6** If conflicts between documents, comprising the contract arise, the following shall prevail in the order as below;

- FOI/LOA/WO including any agreed variation.
- Schedule of rates/Bill of Quantity
- Technical specifications
- Drawings
- Special Conditions of Contract
- Instruction to Bidders
- General Condition of Contract ([www.nalcoindia.com](http://www.nalcoindia.com) – Tenders – Downloads – Policies & documents – Sl. No. 7) (GCC copy may be downloaded from NALCO website as stated above)
- Relevant Indian Standards (Relevant Indian Standards may be downloaded from concerned website)

28.7 If any alteration or modification to the tender document is done by the bidder, the offer shall be ignored.

28.8 If any bidder is having any unauthorized structure / occupation inside Nalco Mines, their offer may not be considered for evaluation and shall be liable for rejection.

## **29.A CONDITIONS FOR DEBARRING / OF BUSINESS WITH A CONTRACTOR/ TENDERER:**

***NALCO reserves the right to debar a tenderer/contractor from participating in future tenders of NALCO or banning of business with NALCO, as deemed fit, along with forfeiture of BID SECURITY & SD under the following (but not limited to) conditions:***

29.A1 **Withdrawal of offer** after the last day & time of tender submission and within the offer validity period.

29.A2 **Failure to mobilize for the work** - The contractor does not mobilize and start work on the scheduled date or within reasonable period.

29.A3 **Failure to adhere to the time schedule of work** - Time schedule indicated by executing engineers will be compiled every week and default in adhering to schedule will have to be reported to HOD for necessary action. Depending on the Mines requirements HOD may initiate debarring proposal.

29.A4 **Failure to maintain required quality of work** - If the quality rating is less than 50% at any instance, subsequent fortnightly rating will be done and if the same is less than 50%, it will be construed as a failure.

29.A5 **Failure to make labour payment** on time at least twice in a contract.

29.A6 **In case of any serious offence committed by the party: e.g. - sabotage, fraud, theft of company property etc. any time during execution of work, debarring process starts immediately.**

**29.B BLACKLISTING/BANNING/SUSPENSION/DELISTING OF BUSINESS/HOLIDAY LIST**

29.B.1 **Blacklisting:** Blacklisting of any agency/ firm/ contractor working with the Company may be resorted to in following cases:

- (i) If the Proprietor or Partner or Director of the Firm is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- (ii) If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
- (iii) If there is justification for believing that the Proprietor or Partner or Director (or Employee) of the Firm has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of bid or theft or any other illegal activities while carrying out the work etc.
- (iv) If the Firm refuses/fails to return the Company's dues without adequate cause;
- (v) If the Firm is blacklisted by any Department of the Central Government/ State Government.
- (vi) If the Firm is a confirmed evader of Central / State taxes/duties for which NALCO has received notice from the concerned department of Central / State Govt.
- (vii) Misbehavior/ threatening of departmental supervisory staff during work execution.
- (viii) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- (ix) Persistent & intentional violation of important conditions of contract.
- (x) Submission of false/ fabricated/ forged documents for consideration of a bid.
- (xi) If declared bankrupt or insolvent.

29.B.2 **Banning:** In case where the conduct of the firm is not serious enough to merit blacklisting but removing the name from the registered vendors of NALCO is justified in the interest of the company, the firm/company shall be banned from doing business with NALCO for a period up to 3 years but not less than one year. The reasons for banning are listed below. This list is illustrative only and not exhaustive

- (i) Offence except criminal, such as moral turpitude, fraud, theft, unlawful activities within the premises of the company (Plant or Township) by the contractor or their workmen.
- (ii) Submission of false declaration / documents in the offer.
- (iii) Misconduct / misbehavior of the contractor or any of the workers engaged by them.
- (iv) Non-compliance of environment, safety and health requirements including use of proper PPEs.
- (v) Any failure to execute the contract satisfactorily
- (vi) Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period

**29.C Delisting from Vendor List against all Contracts:**

29.C.1 Party's performance is being evaluated half yearly through online assessment system by the respective Managers-in-Charges for the works being executed at site / at party's premises.

29.C.2 Half-yearly assessment ratings are reviewed and the contractors are reminded for improvement in next assessment period if their performance rating is poor.

29.C.3 If two consecutive Six-monthly assessments of a contract are Very poor in a single evaluation /

Safety & Environmental requirements compliance is not O.K. / SA 8000:2008 Compliance is not OK, then the concerned Vendor will be delisted for one year for that particular job subject to approval by Competent Authority of NALCO and the vendor will be intimated through a letter.

29.C.4 The delisted Vendor may be re-enlisted upon the request of the Vendor on completion of the delisting period and subsequent approval by Competent Authority of NALCO.

29.C.5 If any vendor is Black-listed / Banned by any units of NALCO, the Vendor will also be delisted.

29.C.6 In case the performance of the vendor is found to be unsatisfactory by the Manager-in-charge, the vendor may not be considered in future tender for similar jobs.

**29.D Holiday List:** In case the bidder does not participate in three consecutive bids, the bidder will be put under holiday list for a period of one year.

**29.E Suspension of Business:** Temporary Suspension of business may be ordered without any notice, where full enquiry into the allegation is pending and may entail the blacklisting of the firm/ party/ contractor, if the allegation is proved.

**NALCO will issue show-cause notice giving 15 days' time to the contractor to respond to the same in cases of debarring/ blacklisting/ banning/ suspension of business with the party.**

**29.F** If any varying of conflicting situation arises in any of the document forming part of the Contract, NALCO's decision with regard to intention/interpretation of the document and the decision shall be final and binding on the parties.

### **30.0 MARKING OF ATTENDANCE/ JOB ALLOCATION.**

30.1 The contractor shall have to maintain an attendance register as provided in the CL(R&A) Act and mark attendance of workmen under his establishment for every day at the beginning of the shift.

30.2 The daily attendance of persons employed by contractors is to be recorded in form " D & E " of the Mines Rules by contractor/supervisor which needs to be countersigned by Engineer In Charge of contract as a statutory record.

30.3 The contractor or his authorized representative has to make regular interaction with the Engineer In Charge for day to day execution of contract. The contractors' workmen are to report every day to the contractors, Engineer/supervisor, who will assign the job and maintain allocation chart for the record, with the following details.

**JOB ALLOCATION REGISTER**

Sl	Name of job	Area	Target date of job completion

30.4 At the end of the day, the contractor/supervisor shall report back with the status of job which needs to be certified by Nalco representative.

30.5 Nalco Engineer-In-Charge or his authorized representative has the authority to supervise and advise suitable actions which is to be carried out by the contractor/his supervisor and workmen.

30.6 Use of PPE by the workmen of the contractor has to be ensured on daily basis to ensure safe working.

### **30.7 Use of Online Contract Labour Management System (CLMS):**

An online Contract Labour Management System (CLMS) has been launched across NALCO w.e.f. 01.07.2017. As per the portal architecture, every contractor employing contract labour in NALCO shall have to use this online portal for various activities like safety clearance, issue of gate pass, application for license in Form II, issue of certificate from Principal Employer (NALCO) in Form III for obtaining license from the Central Labour Department, preparation of monthly wage sheets, issue of wage slips, employment cards, preparation and filing of returns, maintenance of statutory registers etc. The contractors have to use the CLMS for entering relevant data about themselves and the labour engaged by them for getting the benefits of the system. Since the package has been developed as per the mandate given by the Management and is being closely monitored by the Ministry of Mines as an item on the DASHBOARD, use of the system is mandatory for the contractor.

### **31.0 DEPLOYMENT OF PERSONS IN MINES:**

- 31.1 Before deploying any persons on the job, it should be ensured by the contractor that all such persons deployed possesses a valid Training Certificate in Form-A [(Rule 28(1)] & Rule 16 of Mines Vocational Training Rules 1996.
- 31.2 In case the persons do not possess any valid training certificate as stated above, they are to be given Induction Training as per First Schedule of Mines Vocational Training Rules, 1966 before starting work. They are also to be given on the job training for 6 days.
- 31.3 Name of all the persons employed in the Mines by the contractor should be entered in "B" Register.
- 31.4 If 20 or more than 20 labours are engaged for the job then the contractor has to obtain a license under contract labour (R&A) Act. from the Assistant Labour Commissioner, (Central) Bhubaneswar, Orissa before starting of the work.
- 31.5 As per Rule 29B of Mines Rules'1955 all the workmen to be deployed under this contract are to be medically examined and report of the fitness is to be submitted to the Engineer In Charge before commencement of the work.**

### **32.0 SAFETY APPLIANCES:**

- 32.1 **Safety Shoes:** The contractor is required to supply DGMS approved Safety Shoes to all its workmen and supervisors free of cost at a frequency not exceeding once in six months.
- 32.2 **Safety Helmet:** The contractor is required to supply DGMS approved safety helmets to all its workmen and supervisors free of cost, at least once during the period of the contract.
- 32.3 **Special Safety appliances:** The contractor is required to supply all the special safety appliances (like safety belt, safety net, apron, welding screen etc.) as would be detailed under the SOP for the work.
- 32.4 **Responsibility to ensure the use of safety appliances:**
- (i) The contractor shall be responsible to ensure that no one is deployed in the work without wearing safety appliances as required to safely execute the work.
  - (ii) The Engineer -in-charge of the contract shall be responsible to ensure that no one is allowed to work under the contract unless otherwise he wears the Safety appliances as required for the work.

### **33.0 RECORDS TO BE MAINTAINED AS REGARD TO DEPLOYMENT OF WORKMEN UNDER THIS CONTRACT.**

On the receipt of LOI/work order, the contractor should open up individual bound paged book (Register) to keep the records of various aspects of deployment of workmen in the prescribed formats, as detailed under (A) & (B).

#### **(A) Records to be maintained as per the provisions made in the Central Rules, under the Contract Labour (Regulation & Abolition) Act [1970].**

1. Register of workmen employed by contractor in Form XIII (See Rule 75).
2. Muster Roll in Form XVI [See Rule 78(1)(a)(i)].
3. Register of wages in Form XVII [See Rule 78(1)(a)(i)].
- 4. Register of Overtime in Form XXIII [See Rule 78(1)(a)(iii)].**
5. Register of Fines in Form XXI [See Rule 78(1)(a)(ii)].
6. Register of deduction for damage or loss in Form XX [See Rule 78(1)(a)(ii)].
7. Issue of Employment Card in Form No.XIV (See Rule 76).
8. Wage slips to be issued every month before wage payment in Form No.XIX [See Rule 78(1)(b)].
9. Register of advance in Form No.XXII [See Rule 78(1)(a)(ii)].

#### **(B) Records to be maintained as per the provision made in Mine Rule, 1955 under Mines Act, 1952.**

1. 'B' Register entry in respect of all Workmen, Supervisor & Contractor.
2. Attendance register/off D (Face work) & E (others)
3. G- Register of Leave
- 4. H- Register of leave wages.**
5. I- Register of overtime.
6. Compensatory off.

### **34.0 PENALTY FOR NON-COMPLIANCE OF SAFETY LAWS OF MINES ACT:**

- (i) If a contractor is found non-compliant with any safety laws under the statues and systems related to safety, the concerned contractor shall be directed by the Engineer-in-charge of the contract through a letter to comply with the said requirement immediately.

- (ii) If the same contractor is found contravening any safety laws again, a penalty as stated below shall be imposed by the Engineer-in-charge of the contract on the contractor and the same shall be deducted from his RA bill of the contract for month in which the non-compliance was recorded.

The penalty amount shall be as stated below:-

Sl No	Contract Value	Penalty Amount
i.	Contract value up to Rs.10,00,000/-	Rs.10,000/- (Rupees Ten Thousand)
ii	Contract value from Rs.10,00,001/- upto Rs.50,00,000/-	Rs.12,500/- (Rupees Twelve Thousand Five Hundred)
iii	Contract value from Rs.50,00,001/- upto Rs.1,00,00,000/-	Rs.14,000/- (Rupees Fourteen Thousand )
iv	Contract value above Rs.1,00,00,000/-	Rs.15,000/- (Rupees Fifteen Thousand)

- (iii) If the contractor shall be contravening the safety aspects again & again, the above penalty shall be imposed on repeated basis for each time the contraventions has been made. However, after imposition of penalty for 03 (Three) times, the contract shall be cancelled with the approval of Competent Authority.

### **35.0 CONTRACTORS RESPONSIBILITIES FOR SAFETY**

- 35.1 The contractor shall prepare the written Safety Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible for the safe working of the individual workman engaged by him and the methods to deal with situation which may happen consequence of any accident/incident.
- 35.2 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall supervise the contractors work.
- 35.3 THE CONTRACTOR SHALL KEEP AN UP TO DATE SOP AND PROVIDE A COPY OF ANY CHANGES MADE SUBSEQUENTLY TO THE DESIGNATED PERSON BY THE MINE OWNER.
- 35.4 THE CONTRACTOR SHALL ENSURE THAT ALL WORK IS CARRIED OUT IN ACCORDANCE WITH THE STATUTE AND SOP AND FOR THE PURPOSE HE MAY DEPLOY ADEQUATE QUALIFIED AND COMPETENT PERSONNEL FOR THE PURPOSE OF CARRYING OUT THE JOB IN A SAFE MANNER.
- 35.5 THE CONTRACTOR SHALL WORK STRICTLY AS PER THE SCOPE OF THE WORK ORDER ENSURING APPLICABLE SAFETY PRACTICES AS PER THE STANDARD.
- 35.6 THE CONTRACTOR SHALL ENSURE THAT ALL SUB-CONTRACTORS HIRED BY HIM COMPLY WITH THE SAME REQUIREMENT AS THE CONTRACTOR HIMSELF AND SHALL BE LIABLE FOR ENSURING COMPLIANCE OF ALL SAFETY PROVISIONS APPLICABLE TO HIM AND THE SUB CONTRACTOR.
- 35.7 ALL PERSONS DEPLOYED BY THE CONTRACTOR FOR WORKING IN A MINE MUST UNDERGO VOCATIONAL TRAINING, INITIAL MEDICAL EXAMINATION AND PME. THEY SHOULD BE ISSUED CARDS STATING THE NAME OF THE CONTRACTOR AND THE WORK AND ITS VALIDITY PERIOD, INDICATING STATUS OF TV & IME.
- 35.8 EVERY PERSON DEPLOYED BY THE CONTRACTOR IN A MINE MUST WEAR SAFETY GADGETS TO BE PROVIDED BY THE CONTRACTOR. IF CONTRACTOR IS UNABLE TO PROVIDE, OWNER/AGENT/MINE MANAGER SHALL PROVIDE THE SAME AND RECOVER THE COST FROM THE CONTRACTOR.
- 35.9 THE CONTRACTOR SHALL SUBMIT TO DGMS, THE RETURNS INDICATING- NAME OF HIS FIRM, REGISTRATION NUMBER, NAME AND ADDRESS OF PERSON HEADING THE FIRM, NATURE OF WORK, TYPE OF DEPLOYMENT OF WORK PERSONS, NUMBER OF WORK PERSONS DEPLOYED, HOW MANY WORK PERSONS HOLD VT CERTIFICATE, HOW MANY WORK PERSONS UNDERGONE IME, PME AND TYPE OF MEDICAL COVERAGE GIVEN TO THE WORK PERSONS. THE RETURN SHALL BE SUBMITTED QUARTERLY (BY EVERY 10<sup>TH</sup> OF APRIL, JULY, OCTOBER & JANUARY) FOR CONTRACTS OF MORE THAN ONE YEAR. HOWEVER, FOR CONTRACTS OF LESS THAN A YEAR, RETURNS SHALL BE SUBMITTED MONTHLY.
- 35.10 THE CONTRACTOR SHALL HAVE TO TAKE ALL SAFETY PRECAUTION FOR HIS WORKMAN WORKING DURING ANY HOUR OF THE DAY AND WILL BE RESPONSIBLE FOR ANY FIRST AID/EMERGENCY TREATMENTS FOR HIS EMPLOYEES. THE CONTRACTOR SHALL ABIDE BY ALL FIRE AND SAFETY REGULATION OF THE OWNER. SAFETY PPE LIKE SAFETY SHOES, HELMETS, GUM BOOTS AND MASKS ETC. SHALL BE PROVIDED BY THE CONTRACTOR TO ALL WORKMEN WORKING UNDER HIM. THE CONTRACTOR SHALL ENSURE THE USE OF THE ABOVE BY HIS WORKMEN DURING THE CONTRACT PERIOD. THE OCCUPATIONAL HEALTH & SAFETY POLICY IS ENCLOSED. YOU HAVE TO UNDERGO HALF A DAY TRAINING PROGRAMME FOR ALL YOUR CONTRACT WORKERS BEFORE APPLYING FOR SAFETY GUIDELINES.

### **36.0 COMPLIANCE ON QMS/EMS/OHSMS/SA**

- 36.1 The contractor shall ensure that all his men and activities comply with the QMS/EMS/OHSMS/SA requirements as per respective standards, follow respective Policies and Objectives and Targets etc. set

by the Panchpatmali Bauxite Mine, Nalco. For details of Policies Annexure: VIII may please be referred which is enclosed herewith

- 36.2 The Engineer-in-charge shall monitor/review the compliance of above requirements by the party as per respective standards periodically and intimate any deviation to the party for compliance.
- 36.3 During the course of contract activities/jobs, different scraps generated are to be segregated and to be disposed off in earmarked locations/ are to be disposed off in designated bins or as directed by Engr-in-charge.

**37.0 CONTRACT CLOSURE:**

- 37.1 Completion of work assigned through the contract within contractual period is both a contractual obligation and legal obligation on both the parties to the contract i.e. Contractor and Nalco. Closure of contract is achieved in stages through contractual terms or through mutual agreement/settlement. Submission of Final Bill is the 1st stage of closure. Successful completion of Defect Liability Period and Performance Guarantee Period is the 2nd Stage of closure. Settlement of all outstanding payables and receivables is the 3rd stage of closure.
- 37.2 It will be the responsibility of the Contractor in all three stages to lodge necessary claims with EIC/MIC and settle it as follows:
  - 37.2.1 1st stage - Submission of Final Bill, and Performance Guarantee Bond (PGB)-if applicable maximum within 01 month from the end date of contract period.
  - 37.2.2 2nd stage - Submission of Claim letter for release of SD/PBG maximum within 15 days from the date of closure of Guarantee/DLP.
  - 37.2.3 3rd stage - Settlement of all outstanding relating to the Contract, before release of Contract Completion Certificate by EIC/MIC with concurrence of Finance regarding Contract Execution Value.



## ANNEXURE - III

**-: DECLARATION BY THE BIDDER:-**

I \_\_\_\_\_ representing the bidder, do declare on behalf of the firm as hereunder:

\* That, I am the PROPRIETOR of the bidder firm. I undertake to submit proof of ownership as and when demanded by NALCO.

OR

\* That I am the authorized signatory to the tender documents holding valid Power of Attorney. Certified copy of the valid power of Attorney is enclosed with offer.

**NOTE: \* Strike out whichever is not applicable.**

1. That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;
2. That, this firm has not been blacklisted/debarred/banned in any unit of NALCO/Other PSUs / GOVTs of India/states.
3. That, we have never been prosecuted by any statutory authority.
4. That, any change in the constitution of the firm shall be made with prior clearance from Nalco.
5. That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents and our offer fully comply with the requirements spelt out in the tender documents.
6. We undertake to abide by and comply with all the safety and environmental regulations in force during the execution of work.
7. We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
8. The appendix I & II regarding relatives working in NALCO are filled up and enclosed.
9. That we have quoted the rates in figures as well as words.
10. We undertake that we do not have any unauthorized structure / construction inside Nalco Township or Plant. We also undertake to remove any / all such structures, if detected by Nalco later on in compliance of GCC terms and conditions.
11. We declare that all supporting documents of the offer submitted are attested by a gazetted officer / Notary.
12. **" I/we declare that I/we have not been convicted / or any case has been initiated against me / us by a Court of Law or indictment / adverse order by a regulatory authority against me / us, or my / our company or against any sister concern of mine / ours which relates to a criminal offence."**

I further declare that all above statements are true and if found otherwise any time during pre-ordering/post ordering stage of the contract, action as deemed fit by NALCO including 'rejection of my offer' and 'debarring/blacklisting' may be taken against me/my firm / my company and shall be binding on me/firm / my company represented by me.

**(Signature and official seal of the Proprietor / Authorized Person)**

Date :

**Name of the signatory.....**

**Postal address of the firm.....**

.....

**PF NO : .....TIN NO : .....**

**PAN NO.:.....PAN based GSTIN Reg. No.:.....**

**Landline Phone No.....Mobile.....**

**Fax No.....**

**Email Address : .....**



**TAX INVOICE***[See Rule 46 of the Central Goods and Services Tax Rules, 2017]***Details of Supplier**

Name  
Address  
  
GSTIN/Unique ID

ORIGINAL FOR RECIPIENT  
DUPLICATE FOR TRANSPORTER  
TRIPLICATE FOR SUPPLIER

Date :  
Inv serial No. :

**Details of Recipient (Billed to)**

Name  
Address  
  
State  
State Code  
GSTIN/Unique ID

Place of supply:  
Name of State:

**Details of Consignee (Shipped to)**

Name  
Address of delivery

State  
State Code  
GSTIN/Unique ID

Sr. No.	Description of Goods / Services	HSN Code / SAC	Qty.	Unit	Rate (per item)	Total	Discount	Taxable Value	CGST		SGST /UTGST		IGST		CESS	
									Rate	Amt	Rate	Amt	Rate	Amt	Rate	Amt
	Freight Insurance Packing and Forwarding Charges															
	Total															
Total Invoice Value (In figure)																
Total Invoice Value (In Words)																
Amount of Tax subject to Reverse Charges																

E.&amp;O.E

Electronic Reference Number

Name of the Signatory

Note:

Designation / Status

Signature

**Note:**

1. In case of Supply of service, the tax invoice shall be as follows: "ORIGINAL FOR RECIPIENT", "DUPLICATE FOR SUPPLIER".
2. The tax invoice can be signed with digital signature also.
3. In case of unregistered recipient where the value of the taxable supply is less than INR 50,000/-, name and address of the recipient and the address of delivery, along with the name of the State and its code shall be recorded in the invoice if he requests for the same.
4. Where an invoice is required to be issued under section 31(3)(f) of the CGST Act, a registered person may issue a consolidated invoice at the end of a month for supplies covered under section 9(4), the aggregate value of such supplies exceeds rupees five thousand in a day from any or all the suppliers.
5. The information in **red colour** indicates the changes as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017
6. The information in **green colour** indicates the words removed as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017

**ANNEXURE-V**

**INTERNET BANKING / R.T.G.S. BANKING MANDATE FORM**  
(To be submitted in Duplicate)

To  
National Aluminium Company Limited,  
M&R complex,  
Damanjodi-763008

Dear Sir,

**SUB: AUTHORISATION FOR RELEASE OF PAYMENT DUE FROM NALCO, M&R COMPLEX THROUGH INTERNET BANKING (SBI) OR THROUGH R.T.G.S. BANKING.**

Refer Order No..... date..... and/ or Tender/ Enquiry/ Letter

No..... date.....

(Please fill in the information in LETTERS. Please TICK wherever it is applicable)

1. Name of the Party.....

2. Address of the Party

.....City.....Pin Code

E-Mail Id:.....

--	--	--	--	--	--

**3.Particulars of Bank:**

Bank Name					Branch Name				
Branch Place					Branch City				
Pin Code					Branch Code.				
MICR No.									
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name and code number)									
Account Type	Savings				Current				Cash Credit
Account No. (as appearing in the Cheque Book)									
R.T.G.S. IFSC Code.									

4. Date from which the mandate should be effective: Dt.     /     /20.....

I/we hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, i shall not hold m/s national aluminium company limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through RBI ECS/ RBI EFT/SBI net.

Place:

Signature of the party/ Authorized Signatory.

Date:

-----  
Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

**(Signature of the Authorized Official from the Bank)**

**Undertaking Letter on Downloaded tender documents**

We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in tendering portal website. We confirm that the bid document has not been edited or modified by us. In case, it is observed by NALCO that the bid document has been edited or modified, we agree for the rejection of the bid by NALCO besides any action as deemed fit by NALCO.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

Email ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

**Signature of Authorized Person With seal**

**ANNEXURE-VII****EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS**

In case of no deviation please write 'No Deviation' in the space below:

In case of single part bidding no deviation is acceptable.

Sl. No	Reference of Tender Document			Subject	Deviation / Exception
	Page No.	Clause No.	Para No.		

**Signature & Seal of bidder.**



### QUALITY POLICY

Quality will form the core of our business philosophy. Meeting the needs and expectations of the customer and consistently improving our systems and work ethos will be our chosen path in achieving excellence in business and fulfilling our social obligations.

#### GUIDING PRINCIPLES

- To ensure a healthy return on investment by maximizing Operational efficiency, Capacity utilization and Productivity.
- To continually improve and redesign Systems, Processes and Practices in order to ensure error prevention and improve response time.
- To adopt Internal Customer focus as a means to external customer satisfaction.
- To treat Human Resource as the key to Quality excellence and ensure development, involvement and satisfaction of employees.
- To ensure high quality of inputs through proactive interaction with suppliers.
- To meet obligations towards the society as a responsible corporate citizen.
- To provide value for money to all stake holders.
- To follow ethical business philosophy at all times.

#### COMMITMENT

We dedicate ourselves to the Quality Policy and Objectives of the company in letter and spirit and commit to continuously strive for their fulfillment

SD/-  
Chairman-cum-Managing Director

Continued...

**ENVIRONMENT POLICY**

In recognition of the interest of the society in securing sustainable industrial growth, compatible with a wholesome environment, NALCO affirms that it assigns high importance to promotion and maintenance of a pollution-free environment in all its activities.

**Objectives: -**

- To use non-polluting and environment-friendly technology
- To monitor regularly air, water, land, noise & other environmental parameters.
- To constantly improve upon the standards of pollution control and provide a leadership in environment management.
- To develop employees awareness on environmental responsibilities and encourage adherence to sound environmental practices.
- To work closely with Government and local authorities to prevent or minimize adverse consequences of the industrial activities on the environment.
- To comply with all applicable laws governing environment protection through appropriate mechanisms.
- To actively participate in social, welfare and environmental development activities of the locality around its units.

**Commitment:-**

We dedicate ourselves to ensure a green and wholesome environment in all areas of our operations for sustainable industrial growth and to set standards in environmental management.

Bhubaneswar

SD/-  
Chairman-cum-Managing Director

Continued...



**NATIONAL ALUMINIUM COMPANY LIMITED**  
M&R COMPLEX, DAMANJODI

### **OCCUPATIONAL HEALTH & SAFETY POLICY**

NALCO is committed to maintaining a Safe, Healthy and Sustainable work environment in all its operations. This shall be achieved by:

- Focusing on prevention of Accidents and Occupational Health issues.
- Complying with all legal requirements & other requirements related to Safety and Occupational Health of persons, and establishing clearly defined goals & procedures to achieve the same.
- Ensuring Safety & Health of all employees and contract workers in its premises, including those involved in transportation, cleaning and other such activities.
- Conducting Periodic Safety Audits, Environment Audits, Health Check-ups and Risk Assessment by both internal and external qualified persons.
- Considering aspects related to Safety and Health of personnel as well as environmental issues at the time of procurement of equipment and selection of technologies.
- Ensuring health of persons in the peripheral locations, likely to be affected by our operations.
- Periodically monitoring and reviewing safety & occupational health issues at relevant levels, including the highest levels.
- Communicating Safety Hazards and health related issues to all concerned through suitable means, including training.
- Consulting and ensuring participation of workmen or their representatives in Policy implementation, identification of potential issues and formulation of measures to address the same.
- Considering Health & Safety performance of individuals at different levels during their career advancement, as per Nalco's policy
- Establishing and maintaining suitable set-up with competent persons to monitor and bring to the notice of the management any issues related to unsafe conditions & practices.
- Striving for continual improvements, exceeding statutory compliance levels, wherever feasible.

Bhubaneswar

SD/-  
 Chairman-cum-Managing Director



**SOCIAL ACCOUNTABILITY POLICY (SA 8000)**

We at NALCO are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights to ensure a decent Workplace.

We shall achieve these by adopting a companywide culture, which will help to promote:

- a) Involvement of all employees in sustenance of SA 8000:2014 Standard;
- b) Conforming to all requirements of SA 8000:2014 Standard;
- c) Complying with National laws, other applicable laws and other requirements to which the organization subscribes;
- d) Continual improvement initiatives in all social aspects;
- e) Learning and training opportunities to all employees.

This policy is communicated and understood within the organization.

**Date: 04.03.2020**

SD/-

**Chairman-cum-Managing Director**

**SA 8000 Requirements**

- The organization shall not engage in or support any form of child labour
- The organization shall refrain any form of forced labour
- The organization shall provide to all its employees the necessary health and safety benefits as per the statutory and regulatory authorities
- The organization shall respect the right of worker to organize themselves and bargain collectively
- The organization shall not allow or support any form of discrimination among its worker and shall not engage in or tolerate any form of corporal punishment.
- The organization shall follow the statutory requirements described for normal working hours, remuneration and social benefits.

**HOD (H&A)**

**ANNEXURE –X****PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/EMD**

(To be executed on non-judicial stamped paper of appropriate value)

B. G. No. \_\_\_\_\_

Date: \_\_\_\_\_

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at .....(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for .....(hereinafter called "the said tender") to M/s. ....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for ` .....(Rupees .....only) towards bid security in lieu of cash.
2. WE .....Bank having its branch office at .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` ..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or entree raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WE .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful

tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed `.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
9. We ..... Bank further agree that this Guarantee shall be invocable at our place of business at ..... (Bank name), ..... , (Branch Name and address of the Branch), Bhubaneswar, Odisha 751\_\_ \_\_ \_\_.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorized person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

Note: BGs to be furnished from any of the approved banks of NALCO.

**APPENDIX – I**

**NATIONAL ALUMINIUM COMPANY LIMITED.**  
**Mines Division**

**INSTRUCTION FOR BIDDERS: FILLING UP OF FOLLOWING APPENDICES IS MUST, WITHOUT WHICH THE  
OFFER IS LIABLE FOR REJECTION.**

The tenderer shall carefully study the list of directors of NALCO from the website mentioned below given below and state “Yes” or “No” to questions given below:

<https://nalcoindia.com/company/nalco-leadership/board-of-directors/>

Sl. No	Description	Write “Yes” or “No”
1.	Whether the tenderer is a relative of any of the directors of NALCO?	
2.	If the tenderer is a firm, any of NALCO Directors or any of their relatives is a partner in the tender’s firm?	
3.	If the tenderer is a Company Registered under Company’s Act 1956, whether any of NALCO’s Directors is Director of the Company?	

**Note:** If Yes to any of the above questions, please give the name of NALCO’s Director and relationship of the tender / partner / member / Director as the case may be.

Sl. No.	Name	Relationship

**APPENDIX – II**

**Important : Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract.**

**(Strike out which is not applicable)**

1. I/We hereby declare that none of my/our relative is an employee of NALCO.
2. I/We hereby declare the following are the employee/s of NALCO is/are my/our relative/s.

<b>Sl.No.</b>	<b>Name of the employee/ P.No. / Designation/Place of Posting.</b>	<b>Relationship with the employee.</b>
1		
2		
3		
4		

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

**Appendix - III**

**DETAILS OF PRESENT COMMITMENTS OF THE TENDERER**  
**(AS ON THE LAST DATE OF THE MONTH PRECEEDING THE BID SUBMISSION DATE)**

I/We \_\_\_\_\_, age \_\_\_\_\_ years, son of \_\_\_\_\_ do hereby solemnly affirm and declare as follows for on behalf of Firm \_\_\_\_\_.

SI No	Full postal Address of client & Name of Officer-in-Charge with telex/ Telephone NO.	Description of work	Value of contract	Date of commencement of work	Scheduled Completion period	Completion in % as on date	Expected date of completion	Amount of Balance work during the period of Next 12 Months from the date of declaration	Remarks
1	2	3	4	5	6	7	8	9	10

It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date NALCO will have the authority to take necessary action as per provision of the contract and as per laid down procedure of the Company. It is further certified that all the works under execution at NALCO and outside NALCO have been indicated in the above format.

Signature of the bidder \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Company Seal

**PROPOSED SITE ORGANISATION****NAME OF TENDERER:**

Tenderer is to indicate here the site organization, he proposes to set up for execution of the work.

It is understood that this will be augmented from time to time depending on the requirements for timely completion of the work as directed by the Engineer-in-Charge.

Tenderer is also to furnish the bio-data of the Resident Engineer & key personnel to be deployed at site.



**Format:- (To be submitted with BID)**

**ANTI-PROFITEERING DECLARATION FORMAT  
To whomsoever it may concern**

I, Mr. \_\_\_\_\_, Proprietor/ \_\_\_\_\_  
Other authorised signatories) of M/s. \_\_\_\_\_, hereby solemnly and  
sincerely declare that, while giving this quotation to NALCO against Tender No.  
\_\_\_\_\_ Dt. \_\_\_\_\_, me /my firm/mycompany has abided by all Tax Laws and Rules  
including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

I hereby solemnly and sincerely declare that, me/my firm/my company, will continue to abide by the said laws, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017, as applicable from time to time during the life of the tender and during execution of any order placed with reference to the said tender.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, will make commensurate reduction in the basic prices w.r.t. Input Tax benefits and reduction in Tax charged to 'Nalco' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil if could result in penalties under the law.

Date: \_\_\_\_\_

Place: \_\_\_\_\_ To be signed by the authorized person under the firm's seal.

**Format:- (To be submitted at the time of release of Final Due)**

**ANTI-PROFITEERING DECLARATION FORMAT  
To whomsoever it may concern**

I, Mr. \_\_\_\_\_, Proprietor/ \_\_\_\_\_  
Other authorised signatories) of M/s. \_\_\_\_\_, hereby solemnly and  
sincerely declare that while executing the Order No. \_\_\_\_\_ Dt. \_\_\_\_\_,  
me /my firm/mycompany has abided by all Tax Laws and Rules including but not limited to Section 171  
of the Central Goods and Services Tax Act, 2017.

I further declare that, me/ my firm/ my company, in furtherance and in compliance to the said section,  
have not made profit out of reduction in Input Tax benefits where ever applicable and reduced Tax  
charged to 'Nalco' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure  
to fulfil if could result in penalties under the law.

Date: \_\_\_\_\_

Place: \_\_\_\_\_ To be signed by the authorized person under the firm's seal.

## APPENDIX – VII

**LITIGATION HISTORY TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER****BEFORE THE NOTARY PUBLIC  
A F F I D A V I T**

I .....aged about ..... years, S/O: ....., At-....., PO-....., Dist-....., Pin-....., State: ....., Designation: ..... of M/s. .... have not been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. I do hereby solemnly affirm and state as follows:

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDDER  
OR ABANDONMENT OF WORK BY THE BIDDER**

1.	(a)	Is the bidder currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes, give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
4.	(a)	Arbitration cases pending.	Yes/No
	(b)	If yes, give details:	
5.	(a)	Disputed incomplete works.	Yes/No
	(b)	If yes, give details:	
6.	(a)	Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.	Yes/No
	(b)	If yes, give details:	
7.	(a)	Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.	Yes/No
	(b)	If yes, give details:	
8.	(a)	Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings	Yes/No
	(b)	If yes, give details:	

**Note:**

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

Signature of the bidder

Date : .....

Return No. \_\_\_\_\_

Date: \_\_\_\_\_

To

The Director General of Mines Safety,  
Govt. of India,  
At: Eastern Railway,  
Dhanbad- 826001 (Jharkhand)

Sub: Monthly/Quarterly Return in respect of -----(Name of  
work) for the month/quarter -----of M/s -----

Dear Sir,

Enclosed please find herewith the details of the work persons (Contractual workers) **engaged at Panchpatmali Bauxite Mines, M/s NALCO, Damanjodi, Dist: Koraput (Orissa)**, in relation to work on the subject cited above for the month/ quarter ending----- as per Cl.No.2.2(i)(II) of the relevant recommendations of **10<sup>th</sup> conference on safety in mines**.

This is for your kind information and record please.

Thanking you Sir.

Yours faithfully.

(Signature of the contractor/his authorized representative)

(Seal)

Place:

Date:

C.C:

1. Director of Mines Safety  
Plot No. L1, Nayapalli  
P.O. RRL Campus  
Bhubaneswar- 751013 (ORISSA)
2. Mine Manager  
Panchpatmali Bauxite Mine  
M/s NALCO  
p.o: Damanjodi, Dist. Koraput (ORISSA)
3. Mgr In-charge of respective work.

**Monthly/ Quarterly report of contractual work persons engaged at Panchpatmali Bauxite Mine, M/s NALCO, Damanjodi, Orissa for the month/ quarter ending \_\_\_\_\_**

**(As per clause No.2.2 (i) (ii) of 10<sup>th</sup> conference on safety in Mines)**

- 01. Name of the firm:
- 02. Registration number:
- 03. Name & address of persons heading the firm:
- 04. Nature of work:
- 05. Type of deployment of work persons:
- 06. Number of work persons deployed:
- 07. Number of work persons hold VT certificate:
- 08. Number of work persons undergone IME
- 09. Type of medical coverage given to the work persons:

(Signature of the contractor/his authorized representative)

(Seal)

NB: To be submitted quarterly (by 10<sup>th</sup> of April, July, October & January every year) for contracts of more than one year and monthly for contracts of less than one year.

**PREFERENCE TO MAKE IN INDIA****ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020**

- 1.0 The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly.
- 2.0 For the purpose of this order dtd. 16.09.2020:-
- 2.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent.**
- 2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 2.1 above.
- 2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%, as defined at cl. 2.1 above.
- 2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.
- 2.5 **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.
- 3.0 Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under:-

**CASE-I (FOR DIVISIBLE QUANTITY):** All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.

However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable).

- 4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
  - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
  - b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier, then such balance quantity may also be ordered on the L1 bidder.
- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

**CASE-II (FOR NON-DIVISIBLE QUANTITY):** All the provisions of the order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.

- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - b) If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
  - c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

#### 5.0 Verification of local content.

- 5.1 The 'Class-I local supplier' / 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format attached/enclosed below.**
- 5.2 In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 5.3 Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

#### 6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

=====XXXX=====



(Declaration by the bidder on their letter head)

To, DGM (T&C),  
M/s. National Aluminium Company Limited,  
Mines  
Dist.-Koraput, Odisha-763008

Sub: Declaration of % of Local content along with the place of value addition. (Ref. No:  
Gol order No: P-45021/2017-PP (BE-II), Dated: 16.09.2020)

Tender Ref. No: T&C/MINES/CRG/C-1501

Dear Sir,

We, M/s. \_\_\_\_\_ having its office at

\_\_\_\_\_

(address) hereby confirm that the offered product has \_\_\_\_\_ %

of the local content.

Following is/are the location(s) at which local value addition is made:

\_\_\_\_\_

\_\_\_\_\_

Yours sincerely,

Signature

Name:

Designation:

Contact No.:

**Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and ORDER NO:F.No.6/18/2019-PPD DATED 23/07/2020 & 24/07/2020**

**DEFINITIONS**

1. GOI vide Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India.
2. "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process
3. "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**Note:** "Beneficial owner" for the purpose of above paragraph (3) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation**

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

**Rule: Following shall be complied by the Bidders of the said countries while submitting bids.**

- A) Any bidder from a country who shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs. This order shall also not apply to procurement by Indian missions and by offices of government agencies / undertakings located outside India.
- B) **The Bidder shall have to submit declaration / certificate as per the attached Format towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. B)**
- C) For works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in paragraph (3) above.

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**Format for Declaration towards Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 .**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned , ..... (full names), do hereby declare, in my capacity as ..... of M/s .....(name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
- 3) I certify that M/s .....(name of bidder entity) is not from such a country / ~~is from such a country~~ (**strike out whichever is not applicable**), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: \_\_\_\_\_

**Seal / Stamp of Bidder**

**LIST OF NALCO APPROVED BANKS****LIST OF PSU BANKS:**

SI No	Name of the Bank	SI No	Name of the Bank
1	Bank of Baroda	10	Oriental Bank of Commerce
2	Bank of India	11	Punjab and Sindh Bank
3	Bank of Maharashtra	12	Punjab National Bank
4	Canara Bank	13	State Bank of India
5	Central Bank of India	14	Syndicate Bank
6	Corporation Bank	15	UCO Bank
7	Dena Bank	16	Union Bank of India
8	IDBI Bank	17	Vijaya Bank
9	Indian Bank		

**LIST OF PRIVATE BANKS:**

SI No	Name of the Bank	SI No	Name of the Bank
1	HDFC Bank Ltd.	9	The South Indian Bank Ltd.
2	ICICI Bank Ltd.	10	The Karur Vysya Bank Ltd.
3	AXIS Bank Ltd.	11	The Karnataka Bank Ltd.
4	Kodak Mahindra Bank Ltd.	12	IDFC Bank
5	YES Bank	13	RBL Bank
6	Indus Ind Bank Ltd.	14	The Lakshmi Vilas Bank Ltd.
7	The Federal Bank Ltd.	15	Tamilnad Mercantile Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	16	City Union Bank Ltd.

**LIST OF FOREIGN BANKS:**

SI No	Name of the Bank	BIC	SI No	Name of the Bank	BIC
1	Abu Dhabi Commercial Bank Limited	ADCB AE AA	19	KEB Hana Bank	KOEX KR SE
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M	20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
3	Bank of America NA	BOFA US 3N	21	Mashreqbank PSC	BOML AE AD
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM	22	Mizuho Bank Ltd.	MHCB JP JT
5	Bank of Ceylon	BCEY LK LX	23	National Australia Bank Ltd.	NATA AU 33
6	Barclays Bank PLC	BARC GB 22	24	Sberbank	SABR RU MM
7	BNP Paribas	BNPA FR PP	25	Shinhan Bank	SHBK KR SE
8	Citibank N.A.	CITI US 33	26	Societe Generale	SOGE FR PP
9	Commonwealth Bank of Australia	CTBA AU 2S	27	Sonali Bank Ltd.	BSON BD DH
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP	28	Standard Chartered Bank	SCBL GB 2L
11	Credit Suisse AG	CRES CH ZZ	29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
12	DBS Bank Ltd.	DBSS SG SG	30	The Bank of Nova Scotia	NOSC CA TT
13	Deutsche Bank AG	DEUT DE FF	31	The Bank of Tokyo-Mitsubishi UFJ Ltd.	BOTK JP JT
14	Doha Bank	DOHB QA QA	32	The Hongkong and Shanghai Banking Corp. Ltd.	HSBC HK HH
15	FirstRand Bank Ltd.	FIRN ZA JJ	33	The Royal bank Of Scotland PLC	RBOS GB 2L
16	Industrial Bank of Korea	IBKO KR SE	34	United Overseas Bank Ltd.	UOVB SG SG
17	Industrial & Commercial Bank of China Limited	ICBK CN BJ	35	Westpac banking Corporation	WPAC AU 2F
18	JP Morgan Chase Bank	CHAS US 33	36	Woori Bank	HVBK KR SE