

Annexure 1



NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
(A NAVRATNA COMPANY)

ADDRESS: Core – 4, 5th Floor, Scope Minar
Laxmi Nagar, Delhi 110092
(Administration Dept)
Ph.No.- 011-47608016

Email Address:-satish.yadav@nalcoindia.co.in

CONTRACT INFORMATION

Sub: E-Tender for providing Housekeeping Jobs at NALCO Regional Office, New Delhi and other specified locations

1.	NAME OF THE WORK	Providing Housekeeping jobs at NALCO Regional Office, New Delhi and other specified locations
2.	LOCATION OF THE WORK	DELHI
3.	TENDER REFERENCE	NAL/DEL/Housekeeping/2023
4.	CONTRACT PERIOD	24 (Twenty Four) months. There will be provision of extension for another one year with the same rate, terms & conditions of the original contract, subject to satisfactory completion of the contract and upon mutual consent.
5.	MODE OF TENDERING	i) Open tendering e-mode ii) Two-Part
6.	No of Agency Required and percentage distribution of Work (Subject to availability of suitable vendors)	01 (100%)
7.	E.M.D. (Ref. Clause-G of Annx-A)	₹ 40,000/-
8.	TENDER FEE	Not Applicable
9.	TENDER SUBMISSION DATE / TIME	On or before 04:00 PM of Date: 16/11/2023
10.	TENDER OPENING DATE / TIME	On Date: 16/11/2023 at 04:30 P.M.
11.	VALIDITY OF OFFER (Ref Clause E of Annexure-A)	120 days from the due date of opening of Techno-commercial bid.
12.	DEFECT LIABILITY PERIOD (Ref clause J of Annexure A).	Nil

- (1) National Aluminium Company Limited (NALCO), a Government of India Enterprise & a Navratna PSU Company has its Corporate Office at Bhubaneswar and has its Northern Regional Office in Delhi, India.
- (2) For its Regional Office at Delhi, NALCO invites e-bids on **open tender basis** under single stage two bid system (Part-I: Techno- Commercial un-priced Bid and Part-II: Price Bid) from competent and reputed outsourcing agencies fulfilling the Eligibility Criteria as stated under General Terms & Conditions of NIT to provide Housekeeping jobs in the **Regional Office of Nalco, New Delhi and other specified locations in Delhi.**
- (3) NALCO invites e-tenders at e-procurement site **Government e Marketplace (GeM) Portal (<https://gem.gov.in/>).**
The lists of documents which comprise the Tender Document are as follows:-

Sl.No.	Attachment	Subject
1	Annexure A	General Terms & Conditions for Rate Contract
2	Annexure B	Pre-qualification Criteria
3	Annexure C	Techno-Commercial Bid Requirements
4	Annexure D	Relationship with NALCO's directors and employees
5	Annexure E	Important note for tenderes
6	Annexure F	Bank Mandate Form for e-payment
7	Annexure G	List of Standardized Bank
8	Annexure H	Minimum Workable Rate
9	Annexure I	Pre-Contract Integrity Pact
10	Annexure J	Proforma for bank guarantee for earnest money deposit
11	Annexure K	Proforma for bank guarantee for security money deposit
12	Annexure L	Proforma for contract agreement
13	Annexure M	Format for Receipt of Materials
14	Annexure N	Price Bid (BOQ)

Above cited all documents are the part of the NIT.

- (4) Part-I i.e. Techno-commercial Bid should contain all documents as enumerated in NIT for the contract. All required documents are to be submitted in GeM portal in scanned form. All the documents should be self-attested with Agency's seal and signature.
- (5) Beside the soft copy of the documents submitted in the GeM portal, the following documents are also required to be submitted in hard copy in the office of **AGM(Civil), NALCO, Core 4, 5th Floor, SCOPE Minar, Laxmi Nagar, Delhi- 110092**, through post/courier/by hand delivery latest by 16.00hrs (IST) on 21/11/2023:
 - a) Hard copy of Affidavit on not having any criminal background on part of the agency/owner/partner.
 - b) Hard copy of Affidavit of not having been blacklisted by any Govt. organizations/PSUs.
 - c) If the documents are signed by other than the proprietor/ partner/ director, authorization proof shall be submitted.

Bids received without the hard copy of the above mentioned documents will not be entertained.
- (6) The **Part-II i.e. PRICE BID**, should contain item wise rate in BOQ format to be uploaded in GeM portal.
- (7) Unless Annexure A, B, C, D, H & I are strictly adhered to, the bids are liable to be rejected.
- (8) Please ensure submission/uploading of tenders in time duly complete.

- (9) The price bid will be opened only if techno-commercial bids qualify all the requirements. The Vendor shall strictly quote as per the format prescribed for Price Bid (BOQ) as at Annexure N.
- (10) Pre-bid meeting: A pre-bid meeting with the interested bidders shall be held on 03/11/2023 at 11:00 hrs at NALCO, Delhi office for discussion / clarification on the matters related to the tender. All the interested bidders are required to attend the same without failure before submission of bids.
- (11) Tenderers to note that tender evaluation shall be governed by relevant and applicable regulations/guidelines of Govt. of India at the time of order finalization.
- (12) Tenderers may note that all the procurement on GeM portal are subject to Public Procurement Policy for Micro and Small Enterprises Order, 2012 & Public Procurement (Preference to MII) Order 2017.
- (13) NALCO reserves the right to either (i) change/cancel any of the above programmes / proposal or (ii) accept/reject any of the tenders submitted in whole or in part without any notice or without assigning any reason thereof.
- (14) Important note for tendered is provided at **Annexure E**.
- (15) **Officer In Charge:**
AGM (Civil)
National Aluminium Company Limited,
Core 4, 5th Floor, SCOPE Minar, Laxmi Nagar, Delhi– 110092
e-mail :scyadav@[nalcoindia.co.in](mailto:scyadav@nalcoindia.co.in).
Tel: +91-11-47608016

N.B.: i) This letter must not be construed as your entitlement to bid for the job. Subject to the fulfillment of the qualifying conditions the agency's offer shall be entertained.
ii) Nalco reserves the right to reject or accept any or all the offer in full.

Annexure A

GENERAL TERMS AND CONDITIONS FOR RATE CONTRACT

A. DEFINITION OF TERMS:

1. The “company” shall mean National Aluminum Company Limited, (A Government of India Enterprise) having its registered office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar – 751013 and Regional Office at Core 4, 5th floor, Scope Minar, Laxmi Nagar, New Delhi – 110092.
2. The “agency” shall mean the bidder, i.e., the person or persons, firm/agency who is shortlisted for bidding and has agreed to provide the services through deployment of manpower on rate contract basis to the company if selected.
3. The “Officer-in-Charge” shall mean the person designated as such by the company and shall include those who are expressly authorized by the company to act for and on its behalf.

B. SCOPE OF WORK:

It may be clearly understood that the rates quoted should be for deployment of 6 (Six) unskilled workers tentatively and cost of material for Nalco’s Office, Transit House, Transit Flat and other specified locations as per the format provided in **Annexure-N**. Before submitting offers, tenderers are advised to correctly assess the nature, volume and extent of work involved by visiting all the premises. The contractor shall indicate the resources in men, materials etc. that will be used during execution of contract.

The scope of work includes:

- (a) Adequate cleaning arrangement of premises.
- (b) Proper cleaning of all toilets, pantry/kitchen, door panels, glass panel, mirrors, floor, carpet, wooden flooring ,Italian flooring, corridors, granite flooring, all wooden partitions, lift area, corridors, electrical panels/points, fans and other movable assets of the company etc.
- (c) Placing of sufficient quantity of naphthalene balls and odonil cakes in the urinals of high quality.
- (d) Washing and scrubbing of floor areas with detergent of high quality.
- (e) Cleaning of sanitary ware without damaging their shine.
- (f) Dusting & cleaning of vertical blinds.
- (g) All waste papers shall be depleted from waste basket/buckets & other places.
- (h) Providing hand towels/ tissues of high quality in all toilets with regular replacement

The elaborate list of cleaning materials on monthly basis for the above work is as follows:

SI No.	Item Name	Scope Minar	SPV	CWG
1	2 Ply Tissue Box (100 pulls each)	20 packet	20 packet	5 packet
2	Toilet Paper Roll	6 packet	5 packet	2 packet
3	Dishwashing Powder (Vim)	1 kg	4 kg.	2 kg
4	Detergent Powder (Surf Excel)	2 kg	4 kg.	2 kg

5	Grass Broom	2 pcs	4 pcs	4 pcs
6	Stick Broom	2 pcs	3 pcs	Nil
7	Toilet cleaner Brush	2 pcs	5 pcs	1 pc
8	Mop for floor cleaning	10 pcs	12 pcs	8 pcs
9	Duster (White)	10 pcs	12 pcs	6 pcs
10	Duster (Yellow)	10 pcs	12 pcs	6 pcs
11	Surface Cleaner (Colin) (500 ml each)	4 Bottle	4 Bottle	2 Bottle
12	Garbage (Polythene Medium) (19x21 Inches)(50 pieces per Pkt.)	2 packets	2 packets	1 packet
13	Garbage (Polythene Large) (24x34 Inches)(50 pieces per Pkt.)	1 packet	1 packet	Nil
14	Mosquito Killer Spray (Hit) (500 ml each)	2 pcs	4 pcs	1 pcs
15	Insect Killer Spray (Hit)(500 ml each)	2 pcs	4 pcs	1 pcs
16	Utensil Scrubber (Juna plastic)	4 pcs	6 pcs	3 pcs
17	Toilet Cleaner (Harpic)(500 ml each)	6 Bottle	12 Bottle	2 Bottle
18	Bathroom Air Freshener (Odonil)	3 packet	4 packet	4 packet
19	Room Air Freshener (Odonil)	6 pcs	6 pcs	2 pcs
20	Hand Wash Liquid (Dettol) (500 ml each)	6 packet	6 packet	2 packet
21	Floor Cleaner Liquid (Lizol)	5 ltr.	25 ltr.	10 ltr.
22	Wiper	2 pcs	2 pcs	1 pcs
23	Medimix Hand Soap (Small)	Nil	230 pcs	Nil
24	Hand Soap (Medium) (Lifebuoy)	Nil	30 pcs	Nil
25	Dustbin Tray	2 pcs	2 pcs	1 pcs
26	Soap (Large) (Lifebuoy)	Nil	Nil	4 pcs
27	Naphthalene balls	1 Kg	1 Kg	0.5 Kg
28	Urinal Sanitary Cubes	1 Kg	1 Kg	0.5 Kg

Note :

- Item wise price rate quoting is mandatory for all cleaning materials mentioned in Price Bid (BOQ).
- Items used by the contractor should be same as mentioned brand against each and good quality ones in which name of brand are not mentioned. Items not mentioned in the above list, as required, may also have to be provided and the party is deemed to have considered them while quoting the rates for the subject tender.
- The agency should supply the materials on or before every 1st day of calendar month and get certified the receipt of materials at specified locations and submit the original receipt of materials along with separate bill for materials (Materials receipt format is attached at Annexure-M).The receipt of the material is mandatory; the materials bill submitted without receipt of the materials may not be entertained/ processed.

The requirement of workers is as follows:

- 3 (Three) unskilled workers in **Nalco Delhi Office**, Core-4,5thFloor, Scope Minar, Laxmi Nagar, Delhi-110092 (having a total covered area of approx.10000sq. feet), with proper and constant supervision.
- 2(Two) unskilled workers in **Nalco Transit House**, 5/12, Sarvapriya Vihar, New Delhi 110049 {having a total of 11rooms with attached toilets built on 3 (three) floors, kitchen ,lobby and balconies on each floor, dining hall, terrace etc.} with proper and constant supervision.

- 3) 1(One) unskilled worker in **Nalco Transit Flat**, 506, Tower 1, Commonwealth Games Village, Delhi-110092 (having a total of 4 rooms with attached toilets, kitchen, lobby and balconies dining hall, etc.) with proper and constant supervision.
- 4) Additional manpower should be provided by the contractor at any other location as and when required upon direction of the officer-in-charge.
- 5) The workers would be required in the Transit house and Transit Flat on all days of the month and the shortlisted bidder would be required to provide for the same.
- 6) Persons involved in or having previous record of anti-social activities should not be deployed for the jobs. In case any adverse report/information/antecedent is found with any workers deployed, such persons would be immediately removed.
- 7) Bidders may kindly note that the number of workers mentioned above is tentative and as per the current requirement of Nalco. The above mentioned requirement may increase or decrease to any extent during the currency of contract. However, in the event of requirement of additional workers during the contract period, the contractor may be required to provide additional worker(s) at any of Nalco's premises listed above or any other premises at the same terms and conditions, as mentioned in this NIT.

C. SAFETY:

- (i) Agency is fully responsible for safe execution of work at own cost. In case of any mishap due to Housekeeping job to its workers, the Agency will be fully responsible for any damage/loss caused due to the accident.
- (ii) The Agency must comply with the AMC Safety norms and standard safety equipment must be used during the Housekeeping work.

D. DURATION OF CONTRACT:

- A. The contract period will be for two year from the date mentioned in the work order.
- B. The period of the contract can be extended for another one year with the same rate, terms and conditions of the original contract, subject to satisfactory completion of the contract and upon mutual consent.

E. **VALIDITY OF OFFER:** The offer should be valid for a period of 120 days from due date of tender opening and the rates once submitted shall not be changed/varied during this period. No claim shall lie on NALCO for the validity of the offer or for any costs that may arise to the contractor on account of his participation in the tender.

F. **RIGHT TO ACCEPT/REJECT TENDER:** NALCO reserves the right to reject any or all the tenders without assigning any reason thereof.

G. **MINIMUM WORKABLE RATE:** Payment will be made as per guidelines/Rules of Central/State Government. Taking into consideration the prevailing minimum wages and other statutory components, a total minimum workable amount for employment of unskilled manpower is attached at Annexure H for illustration. **The bidder has to quote only for the percentage of profit (Contractor's profit / Service Charges) above the minimum workable amount in the price bid (BOQ) as per their requirement.** The various statutory components on wage in workable rate calculation are as under:

S. No.	Name of Statutory Component	Elements of Wages to be considered for calculation	Percentage
1	EPF	Basic, DA, Additional Element and Canteen Subsidy	13%
2	ESI	Basic, DA, Additional Element and Canteen Subsidy	3.25%
3	Annual Leave with Wages	Basic, DA, Additional Element and Canteen Subsidy	5%
4	National/Festival Holidays	Basic, DA, Additional Element and Canteen Subsidy	2.74%
5	Bonus	Basic, DA and Additional Element	8.33%
6	Retrenchment Benefit, if payable	Basic, DA, Additional Element and Canteen Subsidy	4.11%
7	Gratuity, if payable	Basic, DA and Additional Element	4.81%

1. In the above table, the component of Additional element@₹44/- and Canteen Subsidy@₹16/-, are also to be included, which is paid to the manpower for 26 days each month as per extant policy of NALCO.

2. Retention of annual /term end payments:

- a. The components of wages which are paid annually (Leave Wages and Bonus) or at the end of the contract (Retrenchment benefits and Gratuity), is to be retained from the monthly RA bills of the contractor as these components are not paid in monthly wages;
- b. The amount so retained will be released to the contractor on payment of these wage components to the workers. The reimbursement of this amount under this provision will be based on documentary evidence of payment of the claimed amount to the bank account of the workmen.

3. Price variation: In case of increase in minimum wages of the workers, the differential wages and associated components will be reimbursed based on actual payment to laborers, excluding OT amount claimed. 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.

H. **EARNEST MONEY DEPOSIT (EMD):**

- a. The EMD is fixed at Rs 40,000/- .
- b. The EMD may be submitted either by way of e-payment (RTGS) favouring “National Aluminium Company Limited” or in the form of a Bank Guarantee (BG) in NALCO’s format (format at **Annexure J**) from any approved bank of NALCO (list of bank at **Annexure G**). The BG/ e-payment should be submitted to NALCO

Office, Delhi well in advance / before the date of online submission of bids. For e-payment, it should be paid in favour of

Bank Name: State Bank of India
Account No.: 30003549828
Branch Address: State Bank of India, 23, Himalaya House, KG Marg, New Delhi-110001
Branch Code: 05943
IFS Code: SBIN0050191

- c. The scanned copy of EMD details should be submitted online along with the bid. The details of the EMD document submitted physically to NALCO and the scanned copies furnished at the time of bid submission online should be same otherwise the tender will be summarily rejected.
- d. The EMD will be returned to all unsuccessful bidders by way of e-payment only. EMD of successful bidders shall be returned against submission of Security Deposit. In this regard, the NALCO bank mandate form is to be submitted as per format at **Annexure F**. The EMD of the successful bidder, if paid by e-payment, may be adjusted towards Security Deposit.
- e. The Public Sectors, Government agencies, MSMEs and the firms registered with NSIC (for the service/ work for which they are registered), and those others such as Ancillary Industries etc. for which specific exemption has been granted by NALCO shall be exempted from submission of EMD (in such case relevant supporting documents needs to be submitted along with techno-commercial bid).
- f. Tenders not accompanied with earnest money deposit will be rejected.
- g. The Bank Guarantee so furnished by the tendered shall be only in the proforma prescribed by the Owner and valid for six months from the date of opening of the tender. No interest shall be paid by the Owner on the Earnest Money deposited by the tendered.
- h. In case the BG for EMD is found to be discrepant / not in conformity with NALCO's requirement, NALCO reserves the right to reject the offer of the bidder.

I. SECURITY DEPOSIT:

- a. On receipt of the work order, the successful bidder shall deposit with NALCO an amount, equivalent to 10% of the order value of contract by the person(s), here in after called as contractor, as Security Deposit (SD) with the owner until the expiry of defect liability period.
- b. This may be deposited initially at 2 ½% of the value of the contract (referred as initial Security deposit) within 20 days of receipt by him of the notification of acceptance of tender 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, till total security deposit is collected.
- c. Alternatively the contractor may at his option to deposit the full amount percentage as mentioned at I(a) above towards deposit within 10 days of issue of notification accepting his tender. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- d. The earnest money deposited with the tender shall be adjusted towards security deposit.

- e. The security deposit will be refunded after the successful completion of the defect liability period, as the case may be, on certification of Officer-in charge, be e-payment only.
- f. Contractor can furnish the initial or total security deposit amount either by way of e-payment (RTGS) favouring “National Aluminium Company Limited” or Demand Draft or through a Bank Guarantee from any Scheduled bank in the prescribed proforma as provided in **Annexure K** from any NALCO approved bank as per **Annexure G** in the prescribed format or through e-payment in NALCO’s account mentioned below:

Bank Name: State Bank of India

Account No.: 30003549828

Branch Address: State Bank of India, 23, Himalaya House, KG Marg, New Delhi-110001

Branch Code: 05943

IFS Code: SBIN0050191

J. DEFECT LIABILITY PERIOD (DLP):

Nil

K. PRELIMINARY EVALUATION:

- (a) The contracting authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly enclosed duly signed and whether the bids are generally in order. All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criterion or any other requirements, stipulated in the tender documents are liable to be rejected.
- (b) Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of NALCO.

L. RESPONSIBILITIES OF THE AGENCY:

- a. The agency has to provide the required number of manpower as and when required from the date mentioned in the work order failing which NALCO may cancel the work order and go for alternate agency at the risk and cost of the agency including forfeiture of Security Deposit.
- b. The agency shall be responsible for any loss of materials kept in the premises under their custody, due to willful negligence or otherwise on the part of the agency or their employees and they will be liable to compensate the Company as per the decision of the Competent Authority, which shall be binding on the agency without prejudice to any other action by the Company.
- c. The agency shall ensure payment of wages to manpower engaged in compliance with Minimum Wages Act applicable in Delhi prescribed by Govt. of NCT of Delhi/NALCO wage rate based on central notifications (whichever is higher), from time to time for the unskilled workers. In addition to this, extra element of ₹44/- per day and a Tiffin Allowance of ₹16/- per day over and above the minimum wages will have to be paid to the manpower by the agency which will be reimbursed by NALCO, Delhi office as per extant policy in this regard.
- d. The payment of wages should be made to the personnel deployed within 7th day of the month succeeding the month for which the wages are payable in case of monthly engagement through e-payment.
- e. All notice and instructions given by the parties to this contract shall be in writing. For all correspondences, local address of the agency shall be mentioned.

- f. The agency must have appropriate labour license from local labour authorities and must renew the same before expiry.
 - g. The agency is required to submit the copies of wage sheets, proof of salary payment, proof of deposits of PF, ESI and Goods & Service Tax, etc. to NALCO for clearance of monthly wage bill.
 - h. The payment for different categories of labour including statutory provisions like PF, ESI, Leave Wages, etc. should not be less than the minimum rate of wages notified by Govt. of India, as per Minimum Wages Act applicable in Delhi.
 - i. All workers deployed by the contractor shall be required to have ESI and PF accounts. Regardless of the provisions/relaxations mentioned under the PF Act/Scheme, ESI Act or Payment of Bonus Act, monthly contributions (as per specified percentage of pay) towards PF, ESI and Bonus of the deployed manpower are to be mandatorily made by the contractor.
 - j. The agency must obtain labour license especially for job/contract awarded by NALCO, Delhi office.
- M. **UNWORKABLE PRICE BID:** The tenderers must quote their most reasonable and workable rate. 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) are found to be unworkable, based on the rate approved by NALCO, the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect.

In case price bids of two or more firms qualify as L-1 based on the grand total, the L-1 party will be decided as per evaluation criteria (maximum 30 marks) given below:

- a) **Registration of firm(Govt. issued proof)**

Years<5	2.5 points
5=<Years<7	5 points
7=<Years<9	7.5 points
Years =<9	10 points
- b) **Financial turnover for the year 2022-2023(Audited Balance Sheet)**

₹1 Crores<Turn-over	2.5points
1 Crores<=Turn-over<3 Crores	5 points
3 Crores<=Turn-over<10Crores	7.5 points
Turn-over =<10 Crores	10 points
- c) **Maximum Single Work experience value in Govt. organizations/PSUs during last seven years**

Value<2 Crores	2.5 points
2 Crores=<Years <5 Crores	5 points
5Crores=<Years<10 Crores	7.5 points
Value=<10 Crores	10 points

The Agency getting maximum marks as per the above criteria will be declared absolute L-1 amongst all the parties qualifying as L1.

- N. **ADDITION OR DELETION OF SCOPE:** The scope of work/services may alter in quantum as per exigencies of work. The agency shall accordingly provide services as may be required by NALCO.
- O. **TERMINATION OF THE CONTRACT BY NALCO:** The contract will be terminated if the agency does not commence the work in the manner described in the contract

documents or if the Officer-in-Charge notices/finds the occurrences of any one or more of the following events/contingencies namely:

- a) Failure to carry out the work in conformity with the contract documents or to comply with any of the terms of the contract.
- b) Failure to carry out the work in accordance with time schedule and safeguard Company's interest.
- c) Failure to carry out and execute the works to the satisfaction of the Officer-in-Charge.
- d) Due to continuous indiscipline and improper supervision.
- e) Due to non- extension of labour license or registration with appropriate authorities during the contract period.
- f) Willful violation of statute.
- g) If the agency abandons the work.
- h) Distress execution of any other legal process being levied on or upon any of the agency's "goods", "persons" and "assets".
- i) If the agency or any "person" employed by the said agency shall offer/accept for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in other forms) from/to any employee or agent of NALCO.
- j) If the agency during the continuance of the contract shall become bankrupt, make any arrangement of composition with his creditors or permit any execution to be levied or goes into liquidation, whether compulsory or voluntary, including voluntary liquidation for the purpose of amalgamation or reconstruction.

If NALCO decides not to execute the work for any reason whatsoever, then in such case owner shall have the right/power to terminate the contract or take such action under provisions of the contract. No compensation shall be payable to the agency in the event of such termination. The security deposit will stand forfeited for any such termination. NALCO will be at the liberty to get the job done at the risk and cost of contractor, without prejudice to any other rights of NALCO.

NALCO shall also have right to terminate the contract by serving three months' notice in writing without assigning any reason whatsoever. The notice period shall be effective from the date of receipt of the notice.

In the event of termination of the contract, the agency and the workers shall have to vacate the site/premises peacefully and immediately.

P. BANNING/ DEBARRING FROM FUTURE TENDERS:

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.

- a. Any failure to execute the contract satisfactorily.
- b. Offence such as moral turpitude, fraud, theft and unlawful activities within the work premises by the contractor or their workmen.
- c. Defaults such as failing in disbursements of wages of the manpower in time at least twice in a contract period.
- d. Submission of false declaration / documents in the offer.
- e. Misconduct / misbehavior of the contractor or any of the workers engaged by them.

- Q. **RIGHT OF ACCEPTANCE OR REJECTION OF TENDER:** Company has the right to accept or reject any or all of the tenders without assigning any reason thereto.
- R. **PAYMENT TERMS:**
- a. Contractor shall submit his bills, after completion of the job and all formalities related with the job on monthly basis along with the relevant documents stipulated by NALCO.
 - b. NALCO shall release payment to the contractor through e-payment. The e-payment facility is available under INTERNET mode through company banker as well as NEFT/RTGS mode through designated enabled branches. The contractor shall submit duly filled bank mandate form in duplicate with due authentication from their banker to avail e-payment facility before submission of 1st bill. The prescribed mandate form is appended at **Annexure F**.
 - c. Payment shall be made against monthly R.A. bills, (unless otherwise mentioned separately in “special conditions of contract submitted in the prescribed format & duly approved and certified by the Manager-in-Charge. Such Certificate / approval by the MIC and passing of the amount so payable shall be binding and conclusive subject to deductions as per the contract, which is subject to arithmetical corrections if any.
- S. **Force Majeure:** Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts or war rebellion, sabotage, fire, floods, explosions riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract. Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
- T. **(A) TAXES & DUTIES :**
- a. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on NALCO within the contractual delivery date /period (including extension approved if any) shall be on NALCO’s Account against submission of documentary evidence.
 - b. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Contractor’s Account.
 - c. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO’s GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.
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- d. The contractor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issues credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
- e. Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- f. The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- g. In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- h. NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- i. To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO
- j. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment..
- k. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).
- l. Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- m. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.

- n. The invoices should be raised on NALCO Delhi GSTIN, so that NALCO can claim the ITC on the same.

(B) Tax Deduction at Source under GST

As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs.2,50,000/-.

However, no deduction shall be made if the location of the supplier & the place of supply is in a state or union territory, which is different from the recipient's registration state

U. DEDUCTION OF INCOME TAX & ANY OTHER TAX:

Notwithstanding anything contained elsewhere in the contract, NALCO shall deduct at source from the payment due to the contractor including wage reimbursement, administration charge, cost towards supply of uniforms and other accessories, the taxes as required or as amended from time to time or under any statute. The amount so deducted shall be deposited by NALCO with the appropriate Authorities as per Law. It is for the contractor to deal with the appropriate Authorities directly in respect of any claim or refund relating to the above deductions and NALCO shall not be liable or responsible for any claims or payments or reimbursement in this regard.

Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

V. RISK PURCHASE CLAUSE / ALTERNATE ARRANGEMENT:

- a. **ALTERNATIVE ARRANGEMENT:** On failure of timely and proper performance by the agency or at any stage if the agency fails to execute the job according to the terms and conditions, Nalco reserves the right to make alternative arrangements without notice to the agency and complete the job at the risk and cost of the agency. This will be without prejudice to the rights of owner for any other action including termination. In such a case, the agency, in addition, shall be responsible for any delay, expenditure or losses, which Nalco may be put due to the agency's failure.
- b. **PARALLEL CONTRACT:** Nalco reserves the right to appoint any other agency on same or similar terms and conditions or otherwise to render the same or similar service or to perform same or similar job in part or in full at any time, hereafter, during currency of the contract. This contract does not restrict the right of NALCO to take recourse to the above conditions even if notice of termination is not served and contract terminated. This action shall not form the basis of any claim whatsoever by the contractor.
- W. **STATUTORY LAWS:** All prevailing statutory laws and regulations/acts etc. as applicable to this contract shall be complied with strictly by the agency. In case of failure by the agency to do so, the Company may in its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the agency and/or take such actions as deemed fit at the agency's risk and cost. The agency shall always keep the Company indemnified against all dues, claims, payments, benefits of/or relating to the employees engaged by the agency or under the agency and the agency shall reimburse such money as may be demanded by the Company.
- a) The successful bidder shall abide by all applicable statutory provisions in respect of workmen deployed by him to the satisfaction of Central & State Government Authority. The contractor shall comply with the provisions of all statutes and

amendments thereof at their cost for different legislations as under. The list is indicative and not exhaustive.

1. Child Labour(Prohibition & Regulation) Act 1986,
2. Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
3. Employees' State Insurance Act, 1948.
4. Industrial Dispute Act 1947,
5. The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1976,
6. The maternity benefit act 1961,
7. Minimum wages Act 1948,
8. Payment of Wages Act 1936,
9. Payment of Bonus Act 1965,
10. Payment of Gratuity Act, 1972,
11. Employees' Compensation Act 1923,
12. Contract Labour (R&A Act, 1970).

The contractor shall comply with any modification thereof on any other Laws relating to the work and rules made there on time to time.

b) CONTRACTOR'S OBLIGATIONS AND PENALTY FOR NON-COMPLIANCE

The contractor shall abide by the following obligations during execution of contract against deployment of persons:

- a. The Contractor shall not engage any person having unsound mind, criminal record, poor health or having record not suitable from security point of view.
- b. The contractor shall not engage child labour, in compliance to statutory requirement.
- c. The contractor shall ensure that no person should leave the work place before time without authorization of the NALCO or its authorized representative.
- d. The disputes of the Contractor's workers are to be settled by individual contractor. In no case NALCO, as the Principal Employer will enter into the matter except witnessing the proceedings, if required by the Statutory Authorities.

X. EMPLOYMENT OF WORKERS:

- a. The agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All workers engaged by the agency shall be on their payroll and be paid by them. NALCO will have no liability whatsoever concerning the personnel engaged for this service. The agency shall indemnify NALCO against any loss, damage, and liability arising out of/in the course of their employing persons or out of relations with its employees. The agency shall make regular and full payment of wages along with statutory dues in bank account to the personnel within 7th of the following month irrespective of whether the agency has raised the bill or not and furnish necessary documents whenever required by the Officer-in-Charge. The agency shall comply with all Acts, Laws, Rules or regulations applicable to the area with regard to performance of the work and including but not limited to the Minimum Wages Act, Contractor Labour (R&A) Act, 1970, Workmen's Compensation ESI Act, PF & MP Act, Payments of Wages Act, Industrial Dispute Act-1947, The Child Labour (Prohibition & Regulation) Act-1986 and take such steps as may be deemed necessary in this regard. The agency shall be directly responsible for any dispute arising between the agency and their personnel and keep
-

NALCO indemnified against losses, damages or claims arising thereof. The proof of PF & ESI deposits in respect of the personnel engaged by the agency with the appropriate authority is to be furnished to NALCO every month.

- b. In case of any non-compliance or non-fulfillment of any obligation under the contract, NALCO reserves the right to withhold payments due to the agency and out of such amounts or amount of security held, if any, or the amounts likely to fall due to the agency (but without obligation to do so) to make such payments as it may consider necessary for smooth and unhindered working.
- c. There should be no relationship of Employer and Employee between Company (NALCO) and the workers so engaged by the agency under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the agency to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the Company (NALCO).
- d. The agency is required to obtain a labour license from the appropriate labour authority for the persons so deployed by it as provided under Contract Labour (R & A) Act.

Y. DECLARATION OF RELATIONSHIP WITH NALCO's DIRECTOR & EMPLOYEES:

The contractor must furnish certificate as mentioned in **Annexure D** enclosed, disclosing in detail about their relative / relatives, working in the company and relationship with directors of the company. Suppression of this information in any form if detected at any stage will be disqualification and lead to rejecting of the offer or termination of the contract as the case may be. The concerned party may be debarred from participation in future tenders.

Z. EXECUTION OF AGREEMENT:

- a. The contractor shall have to execute an agreement as per proforma provided in **Annexure L** 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 Delhi High Court, in the specified format of NALCO, Delhi within 10 days of receipt of work order or before starting the execution of work, whichever is earlier.
- b. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

AA. PRE-CONTRACT INTEGRITY PACT:

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached as **Annexure-I** in the NIT, and submit the same duly signed on all pages by the Bidder's Authorized Signatory along with the offer proposal.

Independent External Monitor (IEM)

- a. In respect of this Tender, 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, VasantVihar New Delhi- 110057 E-mail: ranjan.archana@gmail.com	Ms. Deepakrishan IRS (Retd.) C 2603, Sushant Lok-1 Gurgaon, Haryana-122002 E-mail: deepakrishan@gmail.com	Ms. Meeran C Borwankar IPS(Retd.) C10/5, VasantVihar New Delhi-110052 E-mail: mcborwankar@gmail.com
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- b. 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 tender may raise the issue either with the designated 'Nodal Officers' in NALCO or directly with the IEMs at above Address.
- c. The Independent External Monitor (IEM) will 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 Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.
- d. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard.

BB. ARBITRATION:

In case of any dispute of difference arising out of the contract, it shall be referred to a Sole Arbitrator to be appointed by CMD, NALCO. The CMD, NALCO shall communicate a panel of three names to the agency in this regard within thirty days of notice of arbitration from the agency, as the case may be, to select any one of them to be appointed as the Arbitrator. In case, the agency, as the case may be, does not communicate its selection as above within (30) thirty days, CMD, NALCO will appoint any one of them out of the panel of the three names so communicated as the Sole Arbitrator. The provision of the Arbitration and Conciliation Act, 1996 and rules made there under or any amendments thereto shall apply. The contract shall be at New Delhi, India. The Arbitration shall take place in English Language.

CC. MISCELLANEOUS ITEMS

- a. **SUBLETTING OF WORKS:** No part of the contract shall in any manner be transferred by the agency directly or indirectly to any other person or agency or firm without prior written consent of NALCO.
- b. **DAMAGES:** The agency shall be responsible for making good to the damage or loss caused to owner, employees, property, equipment of the owner or for any claim by the owner which may be due to the negligence of the agency or their workers and the amount of such damages as may be assessed by the owner (NALCO) will be liable to be recovered from the agency or from its dues.
- c. **ACCOMODATION:** Arrangement of accommodation of the workers shall have to be made by the agency only.
- d. **JURISDICTION:** The contract shall be governed by the laws in force in India and subject to exclusive jurisdiction of Courts in Delhi only.
- e. In the event of any direction issued by the government, Nalco shall have right to terminate the contract without notice.

- f. **GOVERNING LAWS:** The contract shall be governed according to the Laws of State and Central Government in force in India.
- g. Tenderes may note that all the procurement on GeM portal are subject to Public Procurement Policy for Micro and Small Enterprises Order, 2012 & Public Procurement (Preference to MII) Order 2017
- h. Amendments and/or Clarification, if any issued for the NIT shall form part of the Tender Documents. Amendments and/or Clarifications will be hosted on the web-site of NALCO www.nalcoindia.com/Government-e-Marketplace (GeM) Portal (<https://gem.gov.in/>) and no separate intimation will be given to the bidders or released in the press. Bidders are requested to visit the web-sites from time to time to note the Addendum and/or Corrigendum before submission of their bid. NALCO shall not be responsible if any bidder omits to notice any Amendments and/or Clarifications before submission of their bid.

DD. **GENERAL:**

- a. In case of public strike/bandh, Nalco shall not be liable to make any payment to the workers for the period of absence nor will be liable for any other claim.
- b. The company is at liberty to reject any worker who will be found inefficient/incompetent in performing the assigned duties.
- c. The successful bidder has to enter into an agreement on non-judicial stamp paper(s) for execution of the contract in letter and spirit.

EE. **OFFICER-IN-CHARGE:** The authorized representatives/executives/officials of Regional Administration Department would be the Officer-in-Charge under the contract.

GCC (General Conditions of Contract) document of NALCO will also form part of this contract. Hence, before submission of the bid, the bidders are requested to make themselves fully conversant with Nalco's General Conditions of Contract (GCC) along with all other terms & conditions of NIT.

Annexure B

PRE-QUALIFICATION CRITERIA

a) TECHNICAL CRITERIA

Eligibility criteria	Documentary proof.
1. The bidder should have valid Company Registration (under Companies Act/Delhi Shop & Commercial Establishment Act or any other Act applicable in Delhi.)	Copy of the same to be submitted.
2. The bidder should have experience of having successfully completed "similar works" in any PSU/Govt. organizations during the last seven years ending last day of the month previous to the one in which applications are invited should be either of the following a) Three similar completed works each costing not less than the amount equal to ₹9,20,000/-. (OR) b) Two similar completed works each costing not less than the amount equal to ₹11,50,000/-. (OR) c) One similar completed work costing not less than the amount equal to ₹18,40,000/-. Evaluation Criteria: Cost of the completed works by the bidder shall be escalated @10% per annum (simple rate) to bring them at the current price level. (The cost of work completed within one year prior to original date of bid opening shall not be considered for any weightage. The weightage shall only be considered for work completed prior to one year of original date of bid opening on annual basis and no weightage shall be given for part of the year.) "Similar Work" means: Similar Completed Works shall mean providing cleaning/housekeeping staff to Government/Semi-Government and PSU organizations as per contractual terms and conditions. Partially completed work in progress (not abandoned) shall be considered and the part completion certificate submitted by the bidder should clearly indicate the value of work completed along with completed portion of the work (which should satisfy similar work) and the performance/progress of the bidder should be satisfactory.	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. The bidder should submit Work order copies showing Order value, Scope of Work & Bill of quantity for assessment of Experience Criteria. Satisfactory Completion Certificate indicating the value of work executed & period of execution of work should be obtained from Principal Owner of the work for whom the work has been executed. 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 the following: a) Bidder to submit detailed work order / PO / Agreement from the main agency. b) Completion certificate issued by main agency. c) Copy of the completion certificate issued by the Principal/ project authorities in favour of the main agency showing the completion of the package. Copy of the partial completion certificate along with performance certificate issued by the Principal Owner of the work for whom the work has been executed.
3. The bidder should have valid Permanent Account Number (PAN) of the Income Tax Deptt. and G.S.T. Registration No.	Copy of the same to be submitted.
4. Bidder should possess valid labour License	Copy of the same to be submitted.
5. The Bidder must possess independent registration (code) from PF & ESI authorities.	1. Copy of the same to be submitted. 2. Scanned copy of Annual PF Return for last three years to be submitted 3. Scanned copy of EPF/ECR to be submitted for the month of August-2023 or latest submitted.

6. Bidder should not have any criminal background.	Agency has to submit duly notarized affidavit of the same in original
7. Bidder should not have been blacklisted by any Govt. organisation/PSU.	Agency has to submit duly notarized affidavit of the same in original
8. Bidder should accept all terms and conditions of NIT	Sealed and signed scanned copy of NIT is required to be uploaded as an acceptance to Terms & Conditions listed herein.

a. FINANCIAL CRITERIA:

Eligibility criteria	Documentary proof.
<p>1. Minimum average annual turnover during last three financial years ending 31st March 2023 of the Agency should be ₹7,00,000/-. (Rupees Seven Lakhs only) (Turnover 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. Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.</p>	<p>The bidders have to submit the copies of audited financial statements/ profit & loss accounts & balance sheet of the FY (i) 2020-21 (ii)2021-22, & (iii) 2022-23 duly certified by Chartered Accountant/ Auditor in support of both the qualifying criteria along with the bid.</p> <p>In absence of audited accounts of FY 2022-23, CA certified turnover & net worth can be submitted.</p>

TECHNO-COMMERCIAL BID REQUIREMENTS**TENDER FOR PROVIDING
HOUSEKEEPING SERVICES
ON RATE CONTRACT BASIS**

This table is provided in excelsheet format to be uploaded after filling the required values. Please furnish the following information and submit relevant scanned documents wherever required for the Techno-Commercial Bid:

S. No.	Description	Details
1	Name of the agency(Covering letter Scanned Copy containing brief introduction to be submitted in scanned form)	
2	Address of the agency	Local: Tel./Mobile No.: Email ID:
3	Company Registration Particulars: (under Companies Act/Delhi Shop & Commercial Establishment Act or any other Act applicable in Delhi.) Scanned copy of relevant document to be submitted	
4	Independent PF & ESI Account Code numbers (Submit scanned copy of certificates)	
5	Submit scanned copies of supporting documents for Sufficient experience described as follows in the relevant field of providing Housekeeping Services in reputed Government/Semi Government organizations /PSUs: a) Three similar completed works each costing not less than the amount equal to ₹9.2 Lakhs. (OR) b) Two similar completed works each costing not less than the amount equal to ₹11.5 Lakhs. (OR) c) One similar completed work costing not less than the amount equal to ₹18.4 Lakhs.	
6	Registration with Goods &Service Tax (GST) authority for deposit of GST and PAN reference for Income Tax. (Submit scanned copy of certificates)	
7	Acceptance of all terms and conditions of the NIT.(Sealed and Signed Scanned copy of NIT to be submitted.)	
8	Audited Annual Accounts for last three financial years with minimum average annual financial turnover of ₹7 Lakhs (scanned copy to be enclosed)	
9	Scanned Copy of return of income tax for last three financial years.	
10	Scanned Copy of Annual PF Return for last three financial years.	

11	Valid Labour license (scanned copy to be submitted)	
12	License to provide Security Services in Delhi.(scanned copy to be submitted)	
13	Scanned copy of EPF/ECR submitted for the month of August 2023.	
14	Affidavit regarding blacklisting(Party should not be blacklisted by any Govt. organization/PSU) (scanned copy to be submitted in GeM portal)	
15	Affidavit of not having any criminal background. (scanned copy to be submitted in GeM portal)	
16	Price Bid to be submitted in BOQ format for the Tender.	

The above is provided in excel sheet format which may kindly be filled up, protected and uploaded in the Technical bid section of CPP portal for the subject tender.

Bidder:

Annexure D

RELATIONSHIP WITH NALCO'S DIRECTORS & EMPLOYEES

INSTRUCTION FOR BIDDERS: FILLING UP OF FOLLOWING REQUIREMENT IS MUST WITHOUT WHICH THE OFFER IS LIABLE FOR REJECTION

The tenderer shall carefully study the list of directors of NALCO given below and state "Yes" or "No" to questions given below:

1	Shi Sridhar Patra, CMD	11	Adv. George Kurian, Part-time Non-official (Independent) Director
2	Shri Sanjay Lohiya- Govt. Nominee Director	12	Dr. Ajay Narang, Part-time Non-official (Independent) Director
3	Dr. Veena Kumari Dermal - Govt. Nominee Director	13	Shri Y. P. Chillio, Part-time Non-official (Independent) Director
4	Shri Radhashyam Mahapatro, Director (HR)	14	Ms. (Dr.) Shatorupa, Part-time Non-official (Independent) Director
5	Shri Ramesh Chandra Joshi, Director (Finance)	15	Adv. Dushyant Upadhyay, Part-time Non-official (Independent) Director
6	Shri Sadashiv Samantaray, Director (Commercial)	16	Shri Sanjay Ramanlal Patel, Part-time Non-official (Independent) Director
7	Shri Pankaj Kumar Sharma, Director (Production)		
8	Shri Jagdish Arora, Director (Projects & Technical)		
9	Shri Ravi Nath Jha Part-time Non-official (Independent) Director		
10	Dr. B. R. Ramakrishna Part-time Non-official (Independent) Director		

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 tenderer'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 is the answer to any of the above questions, please give the name of NALCO's Director and relationship of the tenderer/ partner / member/ Director as the case may be.

Sl.No.	Name	Relationship

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.

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

(Please attach extra sheet, if required)

IMPORTANT NOTE FOR TENDERERS

1. **COVERS in E TENDER:** Tenders {Techno Commercial (Part-I) & Price Bid (BOQ)} must be submitted online under the GeM portal.
2. **TENDER PAPER COST:** Not Applicable
3. **EARNEST MONEY DEPOSIT (Not applicable to Govt. Agencies/PSUs/MSMEs/Firms registered with NSIC):** The bidders have to submit EMD of Rs 40,000/- either by way of e-payment or in the form of Bank Guarantee (BG). (Ref Clause H of Annexure A)
4. **TENDERS RECEIVING DATE AND OPENING OF PART-I (TECHNO COMMERCIAL BID):**
 - i. Tender (Part-I & Part-II) should be submitted through GeM portal within the due date and time stipulated on the GeM portal.
 - ii. Only techno-Commercial Bid Part-I will be opened on the due date and time thereafter at the earliest convenience.
 - iii. Tender containing Price Quotation in Technical Bid (Part-I) is liable to be rejected.
 - iv. All the pages of tender terms and conditions to be signed, stamped and then attached to the e-bid tender.
 - v. Intending tenderers or their representative(s) may witness the tender opening.
5. **OPENING OF PART-II (PRICE BID):**
 - i. Part-II of the tenders / offers of only those bidders, who are techno-commercially accepted, after detailed evaluation of Techno-Commercial Bid (Part-I), shall be opened on later date.
 - ii. The Price Bid (Part-II) opening date will be intimated to Techno-Commercially accepted parties in advance either by telephone/FAX/E-MAIL/put up on Notice Boards.
 - iii. The rates quoted shall be inclusive of all charges and GST. The GST rate @ 18% has been considered in the BOQ, price bid break up sheet (to be uploaded by bidder along with price bid).
6. **EVALUATION OF PRICE BIDS:** The price bids of the techno-commercially qualified bids in case of two part bid system shall be evaluated as below:
 - i. For the purpose of evaluation of bids, following will be considered:
 - a. The evaluation shall be carried out based on the Grand Total Amount {mentioned at E(v)} irrespective of the break-up of values indicated by the bidder in BOQ sheet.
 - b. Applicable GST @18% has been considered for deriving the Grand Total of bid amount.
 - ii. The bidders shall upload the price break up details in the BOQ format along with the price bid. Refer Annexure N for specimen copy of BOQ. Price arrived **at Column no v of Sl no E** in BOQ sheet is to be quoted in the price bid in GeM portal. In case of any mismatch in value in E(v) of BOQ sheet and the value entered in price bid of GeM portal, the bid shall be summarily rejected.
7. **OTHER CONDITIONS:**
 - i. NALCO accepts no responsibility for any failure of tenderers in UPLOADING the required BIDS through GeM portal.
 - ii. If last date of receiving/ opening tenders coincides with holiday, the date will be shifted to the next working day or thereafter at the earliest convenience.

- iii. All the procurements on GeM portal are subject to Public Procurement Policy for Micro and Small Enterprises Order, 2012 & Public Procurement (Preference to MII) Order 2017.
- iv. NALCO reserves the right to cancel the above tender in part or full without intimation to the bidders and / or without assigning any reason thereof. However, if any bidder request for clarification regarding the bidding document provisions, bidding process and / or rejecting of his bid, NALCO shall respond to such queries within a reasonable time.

Annexure F**Bank MANDATE FORM for e-payment**
(To be submitted in Duplicate)

To
National Aluminium Company Limited
Core 4, 5th Floor, SCOPE Minar,
Laxmi Nagar, Delhi-110092

Dear Sir,
Sub. :- Authorization for release of payment due from
NALCO.....through e-mode facilities of
RTGS/NEFT/Internet Banking.

Refer Order No..... Date.....
And/ or Tender/ Enquiry/ Letter No..... Date.....

(Please fill in the information in CAPITAL LETTER PLEASE tick wherever it is applicable)

1. Name of the party :
2. Address of the party :

.....
: City: Pin Code

..... E-mail ID :
.....
.....

Permanent Account Number. :

3. Particulars of Bank :

Bank Name				Branch name			
Branch Place				Branch City			
Pin Code				Branch Code			
MICR. No.							
Account type	Savings:		Current:		Cash Credit:		
Account No.(as appearing in the Cheque Book).							
(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, branch name & code and Account number)							
IFSC Code.							

4. Date from which the mandate should be effective:

I 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 National Aluminium Company Limited responsible. I also undertake to advise

any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet / RTGS / NEFT.

Place:

Date: **Signature of the Party / Authorized Signatory**

.....
Certified that particulars furnished above are correct as per our record.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B.: RTGS / NEFT charges if any, is to borne by the party.

LIST OF STANDARDISED BANKS

SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1. State Bank of India.
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore.
5. State Bank of Mysore.
6. State Bank of Patialia.
7. State Bank of Saurashtra
8. State Bank of Travancore.
9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda.
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Oversea Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sid Bank
23. Syndicate Bank
24. Union Bank of India
25. UCO Bank
26. Vijaya Bank.

SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1. Vyasa Bank
 2. UTI Bank Ltd.
 3. SBI Commercial & International Bank Ltd.
 4. ICICI Banking Corporation Bank Ltd.
 5. HDFC Bank Ltd.
 6. IDBI Bank Ltd.
-

MINIMUM WORKABLE RATE

Minimum Wage & other Statutes	%	Element of wages to be considered for calculation	Unskilled
Basic + VDA			17234.00
Additional Element @ Rs.44/- per day			1144.00
Total			18378.00
Canteen subsidy @ Rs.16/-per day *			416.00
Total			18794.00
EPF	13.00%	Basic, DA, Additional Element & Canteen Subsidy	2443.22
ESI	3.25%	Basic, DA, Additional Element & Canteen Subsidy	610.81
Annual Leave with wages	5%	Basic, DA, Additional Element & Canteen Subsidy	939.70
Bonus	8.33%	Basic, DA, Additional Element Element	1530.89
Retrenchment Benefit	4.11%	Basic, DA, Additional Element & Canteen Subsidy	722.43
GRAND TOTAL			25091.05

Note: The above Minimum Workable Rate is based on present notification of wages of Govt. of NCT of Delhi and subject to change as per guidelines/rules and wages of Central/State Government.

PRE CONTRACT INTEGRITY PACT

General

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 _____ (with designation of the Officer) (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 _____ 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.
 - (iv) 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).
- 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.
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

BUYER

For& on behalf of

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(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 Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called "The Company Owner" 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. 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 Rs.(Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo 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 tenderer(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 owner 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 Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes 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 thereunder. Our liability to pay is not dependent or conditional on the owner 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. WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation 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 authorised 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 Owner 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 owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(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).

Date.....
Corporate Seal of the Bank

.....Bank
By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal &
signature code

Note: BGs to be furnished from any of the banks listed in Annexure G

Annexure K

PROFORMA FOR BANK GUARANTEE FOR SECURITY MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its office at _____ (hereinafter called “ The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s.(Hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. dt.of cash security deposit for the due fulfillment by the said contractor(s) seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for Rs.(Rupees.....only).
2. WeBank having its branch office atdo hereby agree and 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 by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the owner 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 Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
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 Contractor(s)/ Seller(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. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(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 form 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 at the request of Contractor(s)/ Sellers(s).

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal &
signature code

BGs to be furnished from any of the banks listed as per Annexure G

PROFORMA FOR CONTRACT AGREEMENT
(To be executed on non-judicial stamped paper of appropriate value)

AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF

_____ **Vide**
W.O NO......**DATED** _____ (theday of the month
of the year Two Thousand Twenty two) between **M/s.**_____,
in the town of here in after called the “Contractor” (which terms shall unless
excluded by or repugnant to the subject or context includes it successors and permitted assigness) of the
one part of the **NATIONAL ALUMINIUM COMPANY LIMITED** herein after called the “owner”
(Which term shall unless excluded by or repugnant to the subject or context includes it successors and
permitted assigners) of the other part.

Whereas:

- A. The owner being desirous of having product and executed certain works mentioned, enumerated or referred to in the tender documents including notice inviting tender/letter inviting tender, general conditions, drawings, plans, time schedule of completion of jobs and other documents has called for tender.

- B. The contractor has inspected the site and the surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender has to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work the means of access to site the supply of power and water there to and the accommodation he may require and has made local and independent enquires and complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the executions and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions & things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completions of the work and which might have influenced him in making the tender.
- C. The notice inviting tender/letter inviting tender, general conditions of contract, special conditions of contract, general obligations, specifications, drawings, plans, time schedule of completion of jobs, letter of acceptance of tender and any statement of agreed variations with its enclosures, copies for which are hereto annexed form part of this contract though separately set out herein and are included in the expression “contract” wherever herein used.

And whereas:

The owner accepted the tender of the contractor for the provision and the execution of the said work at the rates stated in the schedule of quantities of works and finally approved by owner (herein after called the “schedule of rates”) upon the terms and subject to the conditions of contract

Now this agreement witnesses and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby covenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contracts mentioned or described or which are to be implied there form or may be reasonably necessary for the completion of the said works and at the said in the manner subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said work, the owner does hereby agree with the contractor that the owner will pay to the contractors the respective amounts for the week actually done by him and approved by the owner at the scheduled rates and such other sum payable to the contractor under provision of the such contract, payment to be made at such time and in such manner as provided for in the contract.

AND

3. In consideration of the due provision, execution and completion of the said work the contractor does here by agree to pay such sums as may be due to the owner for the services rendered by the owner to the contractor, such as power supply, water supply and others as set for in the side contract and such others sums as may become payable to the owner towards the controlled items of consumable materials or towards loss, damage to the owners equipment, materials, construction plants and machinery, such payment to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the owner and the contractor shall have no right, title or interest in the site made available by the owner for execution of the works or in the building, structure or works executed on the said site by the contractor or in the goods, articles,

materials etc. brought on the said site(unless the same specially belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be untitled to assume or retain possession or control of the site or structures and the owner shall have an absolute and unfettered right to take full possession of the site and to remove the contractor, his servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a license simplicitor and shall not have any claim, right , title or interest in the site or the structures erected thereon and the owner shall be entitled to terminate such license at any time without assigning any reason.

The materials included sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall unless otherwise expressly agreed under this contract, exclusively belong to the owner and the contractor shall have no right to claim over the same and such excavations and materials should be disposed off on account of the owner according to the instructions in writing issued from time to time by the Engineer-in-charge.

In witness where of the parties have executed these presents in the day and the near first above written.

Signed and delivered for and on behalf
Owner

Signed and delivered for and on behalf of
Contractor

(M/s.National Aluminum Co.Ltd.

(M/s.

Date

Date.

Place.....

Place

In presence of two witnesses

In presence of two witnesses

1._____

1._____

2._____

2._____

Receipt of the Materials

- M/s _____, have supplied the total cleaning materials (as per list attached) at specified locations for the month of _____.
- Cleaning materials and their brand is same as specified in NIT.
- You are requested to please endorse the same.

M/s _____

This is certified that total material has been received as per list enclosed for the month of _____.

1. Transit house (SarvaPriya Vihar) :
2. Transit flat (CWG). :
3. NALCO office Scope Minar :

(Signature)

Annexure N**PRICE BID(BOQ) DETAILS**

PRICE BID (BOQ) DETAILS	
Tender Inviting Authority	AGM(Civil), NALCO, Delhi
Name of work	Housekeeping jobs at NALCO Regional office, New Delhi & other specified locations
Contract No.	NAL/DEL/Housekeeping/2023
Name of the Bidder/Bidding Firm	
<u>PRICE SCHEDULE</u>	
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)	

SI No.	Item Description	Total Quantity per month	Cost for 1 month (in ₹)	Cost for 24 months (in ₹)
i	ii	iii	iv	v
A	Cleaning equipment/material required per month	1	0.00	0.00
1	2 Ply Tissue Box(100 pulls each)	45 packet		0.00
2	Toilet Paper Roll	13 packet		0.00
3	Dishwashing Powder (Vim)	7 kg		0.00
4	Detergent Powder (Sur Excel)	8 kg		0.00
5	Grass Broom	10 pcs		0.00
6	Stick Broom	5 pcs		0.00
7	Toilet cleaner Brush	8 pcs		0.00
8	Mop for floor cleaning	30 pcs		0.00
9	Duster (White)	28 pcs		0.00
10	Duster (Yellow)	28 pcs		0.00
11	Surface Cleaner (Colin) (500 ml each)	10 Bottle		0.00
12	Garbage (Polythene Medium) (19x21 Inches) (50 pieces per pkt)	5packet		0.00
13	Garbage (Polythene Large) (24x34 Inches) (50 pieces per pkt)	2 packet		0.00
14	Mosquito Killer Spray (Hit) (500 ml each)	7 pcs		0.00
15	Insect Killer Spray (Hit)	7 pcs		0.00
16	Utensil Scrubber (Juna plastic)	13 pcs		0.00

17	Toilet Cleaner (Harpic) (500 ml each)	20 Bottle		0.00
18	Bathroom Air Freshener (Odonil)	11 packet		0.00
19	Room Air Freshener (Odonil)	14 pcs		0.00
20	Hand Wash Liquid (Dettol) (500 ml each)	14 packet		0.00
21	Floor Cleaner Liquid (Lizol)	40 ltr		0.00
22	Wiper	5 pcs		0.00
23	Medimix Hand Soap (Small)	230 pcs		0.00
24	Hand Soap (Medium) (Lifebuoy)	30 pcs		0.00
25	Dustbin Tray	5 pcs		0.00
26	Soap (Large) (Lifebuoy)	4 pcs		0.00
27	Naphthalene balls	2.5 kg		0.00
28	Urinal Cubes	2.5 kg		0.00
B	Minimum Workable Rate & Contractor's profit / Service Charges			
1	Tentative Minimum Workable Rate for 6 workers for 24 months			42,00,000.00
2	Contractor's profit / Service Charges on minimum workable rate (in %) (TO BE QUOTED)			
3	Contractor's profit / Service Charges on Minimum Workable Rate (in ₹)			0.00
C	Total Amount [A(v)+ B(1)(v)+B(3)(v)]			42,00,000.00
D	GST on Total Amount (@18%)			7,56,000.00
E	Grand Total Amount (This value is to be quoted in price bid in GeM portal)			49,56,000.00

Following points may kindly be noted and taken care of:

1. Bidders have to quote Cleaning equipment/material cost and Contractor's profit / Service Charges percentage on Minimum Workable Rate only. So, Bidders have to fill values only in Column no. iv of Sl. No. A (1 to 28) & column no. iv of Sl. No. B(2)
2. **Only price arrived at E(v) in this sheet is to be quoted in the price bid in GeM portal. In case of any mismatch of values of E(v) and quoted price in GeM portal, the bid would be out rightly rejected.**
3. This BOQ sheet has to be uploaded in price break up details in price bid of GeM portal failing which the bid would be out rightly rejected.
4. Tentative Minimum Workable Rate for 6 workers for 24 months at Column v of Sl No. B(1), has been derived by considering the present rate of wages notified by Govt. of NCT of Delhi and escalation on that for 2 years.
5. Applicable GST @18% has been considered for deriving the grand total of bid amount.
6. Bidders quoting zero percent Contractor's profit / Service Charges would be out rightly rejected.

7. The evaluation shall be carried out based on the Grand Total amount {mentioned at E(v)} irrespective of the break-up of values indicated by the bidder.
8. The contractor shall be fully & solely responsible to the statutory authorities for compliance to all the provisions of the Goods & Services Tax Act/ Rules and other statutory provisions applicable to this work as a service provider.
9. No stipulation, deviation, terms & conditions, presumptions, basis etc shall be stipulated in price bid. NALCO shall not take cognizance of any statement and may at their discretion reject such price bids.
10. The quantity of manpower indicated in this price bid format is indicative only.