

Bid Corrigendum

GEM/2024/B/4539427-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
2. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
3. File Attachment [Click here to view the file](#).
4. Text Clause(s)

Clause No. 1. Scope of Work under SCC is revised as below

The Scope of work involved in the tender shall be in general but not limited to the following:

- ☐ Operation of 2 number of water pump operator (**Semi Skilled Worker-SSW**) as per requirement at inside & Outside of the premises.
- ☐ This is daily requirement for the departments and is to be provided by the contractor by engaging regular Manpower.
- ☐ Willing to work shift duties including Nights, Sundays and Holidays.

Clause No. 6. Qualification/Experience for Deployment of Personal under SCC is revised as below

- ☐ The person must possess minimum qualification of not below the standard of Matriculate/HSC/ITI and 2 years of experience minimum in Operation & maintenance.
- ☐ Trained & Experienced persons having knowledge of local language may be given preference.
- ☐ They must have good sense of responsibility & discipline to render services at the areas mentioned above.
- ☐ **The Pump Operators shall be under the Semi-Skilled Worker (SSW) Category.**

Column No.2 against Sl. No. 1 of A. Schedule of Rates Table is revised as below

Daily requirement of manpower (**Semi Skilled Worker-SSW**) for the pump operation by the contractor by engaging regular manpower(Willing to work shift duties including Nights, Sundays and Holidays).

Refer File attachments under Buyer Added Bid Specific Scope of Work(SOW)

All other terms and conditions of the original NIT shall remain unchanged.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

**National Aluminium Company Limited****(A Government of India Enterprises)****Mines & Refinery Complex.****SPLECIAL CONDITIONS OF CONTRACT (Revised)**

Name of the Work: Engagement of man power for the pump Operation for 5th stream project work of Alumina Refinery at NALCO, Damanjodi.

1. Scope of Work

The Scope of work involved in the tender shall be in general but not limited to the following:

- Operation of 2 number of water pump operator (**Semi Skilled Worker-SSW**) as per requirement at inside & Outside of the premises.
- This is daily requirement for the departments and is to be provided by the contractor by engaging regular Manpower.
- Willing to work shift duties including Nights, Sundays and Holidays.

2. Time Schedule:

- The Time schedule for completion of all works covered under the contract in all respects shall be **17 months** from the date of fax of intent (or) work order. This time schedule is inclusive of mobilization period. The contract period may be extended for one more year or part there are at a mutually agreed rate.

3. Escalation:

- a. The unit rates quoted by the tender shall remain firm throughout the tenure of contract and no price escalation shall be paid & no claim what so ever it may be entertained at a later date.
- b. Price Variation Clause (PVC) towards labour Escalation is not applicable for this contract.

4. Variation of Contract value:

No Compensation is payable for variation in quantity of individual item, which can vary to any extent.

5. Land for Residential Accommodation:

- Clauses-2.5 of General Condition of contract is modified to the following contents. The contractor shall arrange land for residential accommodation for his staff and labour at his own cost. The quoted rates shall be deemed to include the same.

Signature of the Bidder

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R. K. BEHERA
Sr. Manager (Mech.)-EPG
M&R Complex
NALCO, Damanjodi-763008
General Manager (Mech.)- Project

6. Qualification/Experience for Deployment of Personal:

- The person must possess minimum qualification of not below the standard of Matriculate/HSC/ITI and 2years of experience minimum in Operation & maintenance.
- Trained & Experienced persons having knowledge of local language may be given preference.
- They must have good sense of responsibility & discipline to render services at the areas mentioned above.
- **The Pump Operators shall be under the Semi-Skilled Worker (SSW) Category.**

7. Payment Term and Measurement of work:

Payments shall be released to CONTRACTOR against monthly running bills duly certified by Engineer-in-charge.

Measurement will be made on the basis of deployment of man power and Certified by Engineer-in-Charge or his authorized representative.

TIME OF WORK for Motor Operator: The Factory timings are as follows:

NAME OF SHIFT	DURATION	
	FROM	TO
"A" SHIFT	06.00 AM	02.00 PM
"B" SHIFT	02.00 PM	10.00 PM
"C" SHIFT	10.00 PM	06.00 AM
GENERAL SHIFT	08.00 AM	05.00 PM
	LUNCH HOUR 01.00 PM	02.00 PM

The 5th stream expansion works is in progress at both inside the plant premises and outside the boundary wall of Refinery. The Contractors are working in day and night shifts casting concrete throughout the day. The concreting needs to be carried out continuously without break or stoppage due to non-availability of construction water. The water supplied now is intermittent and at particular duration in a day. In enabling contract, the water supply arrangement for construction water supply was made available by installing new water pumps near material gate and near CSS-10. Tapping with the existing plant water network is also completed by enabling contractor. The time of operation of construction water supply is to be monitored so as to operate the water pump in shifts at some times, if required three shifts to be engaged. Third shift water requirement is to be met from the vats constructed for storing water when the batching plant of all contractor establishment. If we consider the running of third shift which shall be managed at site level which may not be required for 365 days of operation.

8. Statutory Requirements:

The contractor is required to obtain Clearance from HRD Department and submit the same along with RA/ Final Bill to Engineer-in-Charge/Manager-in-Charge of the contract for processing of payment. For obtaining Clearance from HRD Department, the Contractor shall ensure that all the contract workmen engaged by him shall follow Bio-metric Punching system for marking their daily attendance. Contractors must ensure both IN and OUT punch of all its contract workmen. Payment of wages and other statutory dues of contract workmen shall be made by the contractor based on attendance through Bio- metric Punching system. Wages and other applicable dues of the individual workmen including any advance thereon should be credited to their respective bank account only, within the stipulated period as per statutory provisions. The copy of the wage sheet, bank statement/forwarding

Signature of the Bidder

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General Manager (M&R) - EPG

R. K. BEHERA
General Manager (M&R) - EPG
M&R Complex
NALCO, Damanjodi-763101

letter and attendance sheet are to be submitted to the HRD department along with each RA/Final Bill for necessary verification, record and issue of HRD clearance towards release of RA/Final Bills. The Final Bill will only be released subject to clearance of all terminal benefits including statutory dues such as EPF, & ESI, etc of the contract workmen.

Contractor(s) employing contract labour for execution of the contract shall have to register themselves in NALCO's Online Contract Labour Management Systems (CLMS) Portal and shall have to use the Portal for carrying out various activities like worker detail maintenance, safety clearance, issue of gate pass, employment cards, maintenance of muster roll, preparation of monthly wages sheets, issue of wage/overtime slips, maintenance of statutory registers, issue of service certificates etc. The contractor shall abide by all applicable statutory provisions to the satisfaction of Central/State Government Authorities.

The contractor has to comply with provisions made in various statutes such as The Contract Labor (Regulation & Abolition) Act 1970, The Payment of Bonus Act, 1965, The Employees' compensation Act, 1923, The Employees' Provident Fund & Misc. Provisions Act, 1952, The Employees' State Insurance Act, 1948, The Payment of Wages Act, 1936, The Minimum Wages Act, 1948, The Industrial Disputes Act, 1947, The Factories Act, 1948, Other Applicable Labour Legislations and rules made there under at his own cost.

The contractor shall have to pay Bonus/Ex-gratia to all his workmen as per the provisions of the Payment of Bonus Act, 1965 before Durga Puja every year or at the time of full and final settlement, if the contract is completed before Durga Puja. No monthly payment of Bonus/Ex-gratia will be made by the contractor to his workmen.

In case of failure of the contractor to comply with any statutory provisions, NALCO as the Principal Employer, shall have the right to withhold the Bills and/or Security Deposit or any other dues of the contractor and/or take such action as deemed fit.

Contractor is also required to produce a copy of the 'Unified Annual Return filed to Licensing Authority through Shramsuvidha Portal' to NALCO within 15 days of last date of filing such return.

The contractor should not engage persons, male or female below 18 years of age and above 60 years of age for the execution of the work awarded to him.

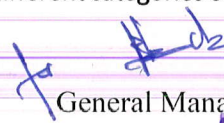
9. WAGES & OTHER COMPONENTS PAYABLE TO THE CONTRACT LABOURERS BY CONTRACTOR:

- A) The payment of minimum wages to the contractor labourers shall be as per the rates notified by the Central Government, as per the Minimum Wages Act, 1948 and as adopted/circulated by the Nalco Management from time to time.
- B) The classification of workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for scheduled employment. Where the minimum wages notified by the Government of Odisha is higher than the rates notified by the Central Government, the rates declared by Government of Odisha shall apply to concerned Scheduled Employment as long as the same remains higher than the Central Government rates.
Therefore, the contractor must take the above into account and quote their rates accordingly. The following conditions must also be considered while preparing estimate by the tenderer.

Wage rates and minimum workable rate as applicable for different categories of workers w.e.f 01.10.2023 is as per the table below.

Signature of the Bidder

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 **R. K. BEHERA**
Sr. Manager (Mech.) - EP
General Manager (Mech. Project)
NALCO, Damanjodi-763004



REF. NO. HRD/54/ 1065		DATE:17/10/2023			
CALCULATION SHEET FOR MINIMUM WORKABLE RATE FOR DIFFERENT CATEGORIES OF CONTRACT LABOURER ENGAGED THROUGH VARIOUS CONTRACTORS IN ALUMINA REFINERY W.E.F. 01/10/2023 AS PER CORPORATE OFFICE IOM NO. CHRD/IR/7.2/ 1845/2023 DATED OCTOBER 16, 2023 CONSIDERING WAGES, STATUTORY BENEFITS AND SAFETY BUT EXCLUDING PROFIT/ADMINISTRATIVE EXPENSES COMPONENT.					
Sl. No.	COMPONENTS OF WAGE	UN-SKILLED WORKER (IN Rs.)	SEMI-SKILLED WORKER (IN Rs.)	SKILLED / CLERICAL WORKER (IN Rs.)	HIGHLY SKILLED WORKER (IN Rs.)
1	BASIC RATE OF WAGES PER DAY	350.00	437.00	523.00	610.00
2	VARIABLE DEARNESS ALLOWANCE(VDA) PER DAY	154.00	191.00	228.00	265.00
3	CENTRAL GOVERNMENT MINIMUM WAGES PER DAY INCLUSIVE OF WAGES FOR WEEKLY OFF AND VDA	504.00	628.00	751.00	875.00
4	ADDITIONAL ELEMENT PER DAY	44.00	44.00	44.00	44.00
5	CANTEEN SUBSIDY PER DAY	16.00	16.00	16.00	16.00
6	TOTAL MINIMUM WAGES	564.00	688.00	811.00	935.00
7	CONTRACTOR'S CONTRIBUTION FOR PROVIDENT FUND 13% of (Wages+Additional Element+Canteen Subsidy)]	73.32	89.44	105.43	121.55
8	CONTRACTOR'S CONTRIBUTION FOR E.S.I. [3.25% of (Wages+Additional Element+Canteen Subsidy)]	18.33	22.36	26.36	30.39
9	PAYMENT TOWARDS LEAVE (1DAY FOR EVERY 20 DAYS OF WORK) [5% of (Wages+Additional Element+Canteen Subsidy)]	28.20	34.40	40.55	46.75
10	PAYMENT TOWARDS NATIONAL / FESTIVAL HOLIDAYS (10 DAYS FOR EVERY CALENDER YEAR) [2.74% of (Wages+Additional Element+Canteen Subsidy)]	15.45	18.85	22.22	25.62
11	PAYMENT TOWARDS SAFETY	9.90	9.90	9.90	9.90
12	BONUS [8.33% of (Wages+Additional Element)]	45.65	55.98	66.22	76.55
A	TOTAL WORKABLE RATE FOR CONTRACTS CONTINUING FOR LESS THAN 240 DAYS (Sum of Sl. No. 6 to 12)	754.85	918.93	1081.68	1245.76
13	PAYMENT TOWARDS RETRENCHMENT COMPENSATION IN CASE CONTRACT PERIOD EXCEEDS BEYOND 240 DAYS (15 DAYS WAGES FOR EVERY COMPLETED YEAR OF SERVICE) [4.11 % of (Wages+Additional Element+Canteen Subsidy)]	23.18	28.28	33.33	38.43
B	TOTAL WORKABLE RATE FOR CONTRACTS CONTINUING FOR MORE THAN 240 DAYS (Sum of Sl. No.A+13)	778.03	947.21	1115.01	1284.19
14	PAYMENT TOWARDS GRATUITY IN CASE CONTRACT PERIOD EXCEEDS BEYOND 5 YEARS (15 DAYS WAGES FOR EVERY COMPLETED YEAR OF SERVICE) [4.81 % of (Wages+Additional Element)]	26.36	32.32	38.24	44.20
C	TOTAL WORKABLE RATE FOR CONTRACTS CONTINUING FOR MORE THAN 05 YEARS. (Sum of Sl. No.B+14)	804.39	979.53	1153.25	1328.39

(Asst. General Manager (HRD))
Asst. General Manager (HRD)

R. K. BEHERA
Sr. Manager (Mech.)
M&R Complex
NALCO, Damanjodi-763008

Signature of the Bidder

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General Manager (Mech.)- Project

10. Retention of annual/ term end payments:

- The components of wages which are paid annually (Leave wages and Bonus) or at the end of the contract (Retrenchment benefit and Gratuity), as applicable, is to be retained from the monthly RA Bills of the contractor as these components are not paid on monthly basis.
- The amount so retained will be released to the contractor on payment of these wage related components to the workers.
- The bidder must take in to account the above point while preparing the estimate.

11. Price Variation Clause (PVC) towards labour Escalation is not applicable for this contract.

12. IN CASE THE CONTRACTOR FAILS TO PAY MONTHLY WAGES/STATUTORY DUES/TERMINAL BENEFITS TO THE WORKMEN EMPLOYED BY HIM FOR THE SUBJECT WORK WITHIN THE STIPULATED TIME PERIOD, NALCO WILL MAKE SUCH PAYMENT DIRECTLY TO THE WORKMEN/STATUTORY AUTHORITIES AS THE PRINCIPAL EMPLOYER AS PER PROVISIONS OF CONTRACT LABOUR (R&A) ACT, 1970 AND CENTRAL RULES, 1971 WITHOUT ANY FURTHER COMMUNICATION TO THE CONTRACTOR AND RECOVER THE AMOUNT SO PAID FROM THE BILLS OF THE CONTRACTOR ALONG WITH 10% SERVICE CHARGES.

13. IF THE CONTRACTOR FAILS TO MAKE PAYMENT OF WAGES/STATUTORY DUES AS PER APPLICABLE LEGAL PROVISIONS WITHIN THE STIPULATED TIME FRAME ON TWO OCCASIONS OR MORE DURING THE TENURE OF CONTRACT, HE MAY BE DEBARRED / BANNED/ BLACKLISTED FOR CONDUCTING FUTURE BUSINESS WITH NALCO.

14. PREFERENCE FOR ENGAGEMENT OF LABOURS UNDER NALCO'S CONTRACTOR'S ESTABLISHMENT MAY BE GIVEN TO THE FAMILY MEMBERS OF LAND DISPLACED PERSONS (LDPS) AND SUBSTANTIALLY AFFECTED PERSONS(SAPS)AND PERSONS FROM PERIPHERAL VILLAGES OF M&R COMPLEX, NALCO, DAMANJODI, IF FOUND SUITABLE.

15. Defect Liability Period : NIL

Signature of the Bidder

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R. K. BEHERA
Sr. Manager (Mech.) LEFG
M&R Com.
NALCO

General Manager (Mech.)- Project

A. SCHEDULE OF RATES					
Name of the Work: Engagement of man power for the pump Operation for 5th stream project work of Alumina Refinery at NALCO Damanjodi.					
Sl No	Item number and Item Description	Unit	Qty	Unit Rate (excl GST in Rs.) to be derived by NALCO	GST Rate is 18%
1	Daily requirement of manpower (Semi Skilled Worker-SSW) for the pump operation by the contractor by engaging regular manpower (Willing to work shift duties including Nights, Sundays and Holidays).	Mandays	1020.00		
B. FORMAT FOR QUOTATION					
<p>Bidder is required to quote Lump Sum amount (inclusive of all taxes and duties and including GST @18%) for supply of Pump Operators for 1020 Mandays for a Contract Period of 17 Months on GeM Portal where space is provided to do so.</p> <p>Escalation of Labor Charges is not applicable as per SCC clause No. 3.b .</p>					

Signature of bidder with Seal

1 of 2


 R. K. BEHERA
 General Manager (Procurement)
 NALCO Damanjodi
 Project No. NALCO/PROJ/TC/034

Note:

1.

a) The person must possess minimum qualification of not below the standard of Matriculate/HSC/ITI and 2years of experience minimum in Operation & maintenance.

b) Trained & Experienced persons having knowledge of local language may be given preference.

c) They must have good sense of responsibility & discipline to render services at the areas mentioned above

2. BIDDER'S SUBMITTED OVERALL QUOTED AMOUNT (INCL. OF TAXES & DUTIES, GST @18%) WILL BE DIVIDED BY QUANTITY VALUE (AS PER COL.4 ANNEXURE-II) FOR DETERMINING UNIT RATE (INCLUSIVE OF ALL TAXES AND DUTIES, GST 218%) OF UNIT RATE. VALUES AT COL.5 &


COL.6 OF SL.NO.1 OF ANNEXURE-II WILL BE ACCORDINGLY DERIVED BY NALCO.

ANNEXURE-II (BOQ) CAREFULLY BEFORE QUOTING.

(GST @18%) FOR SEVENTEEN MONTHS FOR TWO PUMP OPERAORS ONLY. REFER ANNEXURE-I (SOW & SCC) FOR DETAILS.

5. GST RATE IS 18% . BIDDERS ARE ADVISED TO CHECK APPLICABLE GST ON THEIR OWN BEFORE QUOTING. BUYER WILL NOT TAKE ANY RESPONSIBILITY IN THIS REGARDS.

6. THE BIDDERS ARE ADVISED TO VISIT THE AREA / LOCATION / SITE AND FAMILIAR WITH THE SITE CONDITIONS (AT THEIR OWN COST) PRIOR TO QUOTING THE RATES.


R. K. BEHERA
Sr. Manager (Tech.) - Project
NALCO, Bhubaneswar-751008