



**EXPANSION PROJECT,
M&R Complex, Damanjodi
NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
NOTICE INVITING e-TENDER**

Open Tender Enquiry for “Engagement of man power for the pump Operation for 5th Stream Project Works of Alumina Refinery at NALCO, Damanjodi.”

Ref No: MnR/PROJ/TC/034/070

Date: 25.01.2024

(Domestic Competitive Bidding)

M/s. National Aluminium Company Limited (NALCO), Damanjodi, invites Item rate bids on Domestic Competitive Bidding basis for the above mentioned tender **OPEN ,TWO** Part type through NALCO website (www.nalcoindia.com) & Government e-Market site GeM Portal (www.gem.gov.in) . Vendors will submit their tender on **lumpsum basis including applicable GST** only through Government e-Market site GeM Portal (www.gem.gov.in) during the period, as specified in the GeM Portal and tenders submitted in any other mode shall not be entertained.

EMD Amount :- Rs. 10,000/- (Rupees Ten Thousand Only)

The EMD in original shall have to be submitted /sent beforehand so as to reach the office of Tender Inviting Authority on or before the bid submission due date & time or extended bid due date & time of the tender, failing which the offer will be liable for rejection. The Bidders shall also have to upload the scan copy of Crossed Demand Draft / Banker’s Cheque / Bank Guarantee towards EMD along with the Online offer. In case you are claiming exemption from payment of EMD, the valid attested / notarized supporting documents for claiming the exemption (ref clause no: 6.0 of Annexure-AA) must be uploaded along with the Online offer , failing which the offer will be liable for rejection

For detailed information & downloading of tender documents, please log on to e-Market site GeM Portal (www.gem.gov.in) and NALCO website (www.nalcoindia.com)

Contact Person:

Mr. S K PANDA
HoD & DGM (Civil)-Project
M&R Complex, Damanjodi
Tel. No : +91 9437155823
E-mail: sanjaya.panda@nalcoindia.co.in

**Chittaranjan Pati
General Manager (Mech.)-Project
& Tender Inviting Authority
M&R Complex, NALCO, Damanjodi**

Note:- For any other queries related to above tender Contact Mr. R.K.Behera, Sr.Mgr(Mech.)-EPG. Ph No-9438494353, e-mail-rajendra.behera@nalcoindia.co.in



NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
(A NAVRATNA COMPANY)
Alumina Refinery, Damanjodi-763008.
(EXPANSION PROJECT DEPARTMENT)

E mail: rajendra.behera@nalcoindia.co.in, chittaranjan.pati@nalcoindia.co.in

TENDER DOCUMENT COVERING LETTER

Ref.No: M&R/PROJ/TC/034/070

Date: 25.01.2024

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

Dear Bidder(s),

With reference to above, you are requested to submit your best competitive offer for above referred work as specified in the enclosed documents, considering all the terms, conditions and specifications etc. in online mode at GeM Portal (www.gem.gov.in).

The **EMD** in original shall have to be submitted /sent beforehand so as to reach the office of Tender Inviting Authority on or before the bid submission due date & time or extended bid due date & time of the tender, **failing which the offer will be liable for rejection**. The Bidders shall also have to upload the scan copy of Crossed Demand Draft / Banker's Cheque / Bank Guarantee towards EMD along with the *Online* offer. In case you are claiming exemption from payment of EMD, the valid attested / notarised supporting documents for claiming the exemption (ref clause no: 6.0 of Annexure-AA) must be uploaded along with the *Online* offer , failing which the offer will be liable for rejection.

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

The tender document, duly filled in & signed, on each page along with the requisite EMD (Scan Copy), required documents in support of qualifying criteria & other conditions of NIT/ Nalco's GCC / GeM's Conditions ("Part-I: Techno-Commercial bid") and the Price Bid ("Part-II: Price bid") are to be submitted in online mode as per the details indicated at clause no: 25.0 of Annexure-AA.

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

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

Important Note :

1. Bidders are requested to quote online well ahead of the schedule tender submission date and time to avoid unforeseen problems like last hour congestion, internet failure etc.
2. Bidders are requested to visit www.gem.gov.in for online participation, downloading the tender documents and submit the offer only in e-tendering mode as per the tender schedule. Bids submitted in any other mode shall not be considered/entertained.
3. **EMD / EMD exemption certificate (scanned copy) is to be uploaded in GeM Portal along with offer.**

Thanking you.

Yours faithfully,
For and on behalf of
NATIONAL ALUMINIUM COMPANY LIMITED

General Manager (Mech.)-Project &
Tender Inviting Authority
M&R Complex, NALCO, Damanjodi

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32	DECLARATION ON INTEGRITY(applicable)	Annexure- I O	1 of 1 (duly filled up, seal n sign of authorized person and upload).
33	GCC of NALCO (Enclosed separately)	1 to 98 (to be digitally signed by bidder and upload).	
34	Circular on Minimum Workable rate Dated 17.10.2023	Annexure-L	Attached separately (02 Pages)

Attached Separately in pdf format as "Annexure, Appendices And Deviation Statement, to be filled up by the bidders and upload" (18 pages in total)

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

Sl. No.	Description	Submitted/ Not submitted	Remarks
1.	Attested/Notarized Copy of Work Order meeting similar works as specified in PQC with Scope of Work, Special Conditions of Contract and Schedule of Rates/Bill of Quantity	Yes / No/ NA	
2.	Attested/Notarized Copy of Work Completion Certificate/Part Completion Certificate against above Work Order	Yes / No/ NA	
3.	Attested/Notarized Copy of Audited financial statements/profit & loss accounts of the last three Financial Years, duly certified by a Chartered Accountant or Annual Report indicating annual turnover.	Yes / No/ NA	
4.	Attested/Notarized Copy of audited balance sheet for the last Financial Year duly certified by a Chartered Accountant.	Yes / No/ NA	
5. a)	EMD Amount in form of DD/BC/BG as per NIT specification/Attested copy of EMD exemption Certificate like UDYAM/UAM/NSIC.	Yes / No/ NA	*
5. b)	UAM/NSIC Certificate (if regd. with MSME)	Yes / No/ NA	*
6.	Attested/Notarized Copy of Independent E.P.F. A/c CODE of Bidder	Yes / No/ NA	
7.	Attested/Notarized Copy of Independent E.S.I.C. A/c CODE of Bidder	Yes / No/ NA	
8.	Attested/Notarized Copy of PAN Card of bidder	Yes / No/ NA	
9.	Copy of GSTIN of bidder	Yes / No/ NA	
10.	Solvency Certificate from a Bank	Yes / No/ NA	
11.	Attested/Notarized Copy of Proprietorship deed/ Partnership Deed / Article & Memorandum of Association of the bidder	Yes / No/ NA	
12.	Attested/Notarized Copy of Power of Attorney of the signatory of the bid, if signed by other than proprietor	Yes / No/ NA	
13.	Pre-Contract Integrity Pact duly filled in & signed in all pages	Yes / No/ NA	*
14.	Tender Document duly digitally signed	Yes / No/ NA	*
15.	Filled-up Internet Banking / R.T.G.S. Banking mandate form (Annexure-V)	Yes / No/ NA	*
16.	Declaration form duly filled in & signed by authorized signatory of Bid (Annex-III)	Yes / No/ NA	*
17.	Undertaking letter on downloaded tender documents duly filled in & signed by authorized signatory of Bid (Annexure-VI)	Yes / No/ NA	*
18.	Deviation from NIT terms & conditions are listed in Deviation Sheet only & signed by authorized signatory of Bid (Annexure-VII)	Yes / No/ NA	*
19.	Affidavit regarding current litigation, debaring expelling of bidder or abandonment of work by the bidder, affirmed before the competent judicial authority or duly notarized by the Notary only after date of said tender floating, as per Annexure-IN	Yes / No/ NA	*
20.	Appendix I & II regarding relatives in NALCO duly filled up	Yes / No/ NA	*
21.	Appendix III & IV regarding details of commitments and proposed site organization of the tenderer duly filled up	Yes / No/ NA	*
22.	Appendix V regarding declaration for preference in Make in India Policy	Yes / No/ NA	*
23.	Appendix VI regarding declaration for not sharing land border with India	Yes / No/ NA	*
24.	Appendix VII regarding forwarding letter and undertaking	Yes / No/ NA	*
25.	Appendix VIII regarding mandatory information of the bidder	Yes / No/ NA	*
26.	Appendix IX regarding anti-profiteering declaration to be submitted with bid	Yes / No/ NA	*
27.	Supporting documents are attested by Gazetted Officer / Notary Public	Yes / No/ NA	
28.	Annexure-IO regarding DECLARATION ON INTEGRITY	Yes / No/ NA	

NA: NOT APPLICABLE

- (i) In case of single part bidding, the above documents as applicable & marked as (*) should be submitted.
- (ii) If any of the information is not furnished, the offer of the party shall be liable for rejection and the consideration of the offer is at the discretion of NALCO



NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
Alumina Refinery, Damanjodi-763008.
(EXPANSION PROJECT DEPARTMENT)

E mail: rajendra.behera@nalcoindia.co.in, chittaranjan.pati@nalcoindia.co.in

CONTRACT DETAILS

1.	NAME OF THE WORK	Engagement of man power for the pump Operation for 5th stream project work of Alumina Refinery at NALCO, Damanjodi
2.	LOCATION OF THE WORK	PLANT PREMISES
3.	TENDER REFERENCE	M&R/PROJ/TC/034
4.	CONTRACT PERIOD	17 Months
5.	MODE OF TENDERING	Open, Two Part
6.	No. of Agency Required	01 (One)
7.	E.M.D. (Ref clause no: 6.0 of Annexure-AA)	Rs 10,000/-
8.	BANK GUARANTEE VALUE (As per clause no. 12.2 of Annexure-AA)	NOT APPLICABLE
9.	INDEMNITY BOND VALUE (As per Clause no. 12.2 of Annexure-AA)	NOT APPLICABLE
10.	DEFECT LIABILITY PERIOD (Ref clause 7.0 of Annexure-AA).	Nil (Refer Cl. No 15 of SCC)
11.	The values of L ₀ applicable to Clause 20.2 of Annexure-AA	L ₀ = ₹ 564/-
12.	Applicability of Labour charge variation Clause (ref Cl No: 20.2 of Annexure-AA)	NOT APPLICABLE
13.	Applicability of Income Tax Deduction at source (ref Cl No: 10.7 of Annexure-AA)	APPLICABLE
14.	Applicability of GST (ref clause no: 10 of Annexure-AA)	APPLICABLE @ 18%
15.	Applicability of ITC on GST (ref clause no: 10 of Annexure-AA)	APPLICABLE
16.	Service Accounting Code (SAC)	998519
17.	Applicability of GST RCM	NOT APPLICABLE
18.	Minimum Workable rate (ref Cl No 2.7 of Annexure-AA)	APPLICABLE
19.	PRE-CONTRACT INTEGRITY PACT (ref. clause nos. 14.1 & 14.2 of Annexure- AA)	NOT APPLICABLE

ANNEXURE-AA

INSTRUCTIONS TO BIDDERS

- 1.0 SCOPE OF WORK** : The scope of work shall be as detailed in Annexure-I. The work shall be carried out as per direction of Engineer-in-charge (EIC)/ Manager in-charge (MIC) subject to special condition of contract given in Annexure-I.
- 2.0 SCHEDULE OF RATE:**
- 2.1** Bidders are required to submit signed complete Tender documents ONLINE only along with all Annexures, Appendices, EMD (scanned copy) and other documents downloaded, filled up and signed & stamped in each page of the tender document from www.gem.gov.in, and all other enclosures in .pdf format shall be uploaded.
- 2.2** Quoted rates must not contain any conditions stipulated by the bidders. Conditional quoted rates are liable for rejection.
- 2.3** Quoted rate / total amount should not be mentioned separately elsewhere in the offer except where asked for.
- 2.4** **Schedule of rates is enclosed in Annexure-II.** Bidders are required to quote **only total amount (lumpsum amount) (incl GST)** for all items of the rate schedule (Annexure-II) otherwise the offer will be treated as incomplete offer and may be rejected.
- 2.5** The total amount (incl GST) can be quoted in decimal digits also if GeM's custom bid allow.
- 2.6** Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest tenderer only.
- 2.7** The tenderers must quote their most reasonable and workable rate. Overall total evaluated price for all items of schedule of quantities shall be the basis for determining the reasonableness of price and gradations of the tenders. In case the offered price of the tenderer(s) is found to be unworkable, based on the rate approved by NALCO (Ref Sl No 18 at Page 4), the tenderer(s) *may* be asked to justify their quoted rates within ten days of issuance of letter to that effect. The bidder must provide written clarification including detail price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. However, if after evaluating the price analysis, Nalco determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, then Nalco may reject the bid/ proposal. Nalco also reserve the right to award the job without seeking clarification or receiving clarification from the bidder about the price reasonability.
- 3.0 QUANTITY VARIATION:**
- (i) Item rate contracts:** The Quantities are not mentioned in the schedule of rates document. Contractor shall have no option but to execute the works as per the direction of Engineer-in-charge at the same rates, terms & conditions. Payment shall be released to the contractor for the actual executed quantity.
- (ii) Lump sum / Turnkey Contracts:** In case of Turnkey / lump sum contract no adjustment in the contract value shall be made unless there is written instruction by the Engineer-in-charge to change the scope of contract due to addition / deletion of items. Adjustment to the contract value due to such addition / deletion shall be governed by the provisions of GCC.
- 4.0 CONTRACT PERIOD** : The Quality of work output and Time of completion is the essence of the Contract. The contract period for this work shall be as mentioned in **Sl No: 4** of Page-4 **from the effective start date** mentioned in the work order. Time period of completion of individual items may be decided jointly by EIC and Contractor, which shall be adhered to by the successful bidder.

5.0 TENDER FEE: (Not Applicable)

6.0 E.M.D :

6.1 The contractor shall deposit the Earnest Money for an amount as stipulated at Page No. 4 SI No. 7 of the tender document in the form of crossed Demand Draft / Banker's Cheque / Bank Guarantee* in favor of National Aluminium Company Limited, , drawn from any NALCO's Approved Bank (list attached) payable at Damanjodi, with the tender. The offers received without E.M.D will be liable for rejection. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered) or MSEs registered with DIC are exempted from submission of EMD, subject to submission of attested documentary evidence in support of the same along with the offer. MSEs registered with DIC who claims exemption of EMD through UDYAM/"Udyog Adhaar Memorandum(UAM)", must submit their UDYAM Registration Certificate/"UAM" duly verified & certified by the concerned General Manager, DIC.* E.M.D shall not carry any interest and will be refunded to all unsuccessful bidders after finalization of the contract. In case of technically rejected bidders of two part / three part bid, the EMD shall be returned to the bidder after rejection of their offer. EMD of successful bidder shall be returned after submission of Initial Security Deposit /Security Deposit. The EMD of the successful bidder if paid in form of DD/PO/BC shall be adjusted towards initial security deposit. Bank mandate form in prescribed format, duly filled in & signed (Ref Annexure-V) is to be submitted by the bidder for refund of EMD through e-payment.

* **Bank Guarantee shall be accepted in the prescribed proforma for an amount of Rupee One lakh or more only.**

6.2 The Bidders shall have to submit the scan copy of DD/BC/BG towards cost of Earnest Money Deposit along with the offer and the said DD/BC/BG in original shall have to be submitted/deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission due date of the tender at the following address:

O/o General Manager(Mech.)
Expansion Project Department,
Alumina Refinery,
National Aluminium Co. Ltd.,
P.O. : Damanjodi,
Dist.- Koraput Odisha- 763008

The envelope containing the Earnest Money Deposit instrument shall clearly mention: "EMD instrument against Tender No.: ----- Tender Submission Date: -----"along with name of the bidder.

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

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

6.3 The BG submitted against EMD shall be valid for Nine months beyond validity period of offer.

6.4 (i) MSEs having UAM no. shall also submit supporting documents such as UAM certificate, CA certificate (certifying that the unit is a MSE having valid MSE certificate), details available from the website of Ministry of Corporate Affairs, etc to support their MSE status and the same shall be verified by NALCO.

(ii) In case of any doubt or complaints, NALCO shall refer the matter to the General Managers of the District Industries Centre of the concerned districts to undertake enquiry and verify credentials of the MSE and submit confirmation to NALCO regarding their MSE status.

- 7.0 DEFECT LIABILITY PERIOD (DLP)** : The DLP shall be governed by the detailed terms and conditions stipulated in clause 65 and 68 of GCC & SCC Clause No.15. Duration of DLP is mentioned at **Sl. No. 10 of Page-4**. The defect liability period shall be reckoned from the date of completion of the contract period for supply and workmanship unless mentioned otherwise in Scope of Work / Special Condition of Contract.
- 8.0 SECURITY DEPOSIT (e-PBG)** :
- 8.1 **A sum of 10% of the accepted value of the contract (accepted value of contract included GST and reimbursement cost, if any)** shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.
- 8.2 This may be deposited initially at 2.5% of the value of the contract (referred as initial Security deposit) **within a period of 21 days from the date of issue of Work Order** and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 of GCC.
- 8.3 Alternatively the contractor may at his option deposit the full amount as mentioned at 8.1 above towards Security Deposit within a period of 21 days from the date of issue of work order. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- 8.4 Contractor can furnish the initial or total security deposit amount in the form of (a) Demand Draft or (b) a Bank Guarantee from any scheduled bank in the prescribed proforma. **If submitted in the form of BG, the latest Bank Gurantee Format for Security Deposit shall be collected by the contractor from the Engineer-in-charge after award of the contract. The Bank Guarantee Format for Security Deposit available at Page-75 & 76 of NALCO's GCC may be ignored, as the same has been superseded by the latest format.**
- 8.5 If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses form the contractor (for which the certificate of Engineer-in-Charge shall be final).
- 8.6 All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. In the event of his security being reduced by reasons of any such deduction or sale, the contractor shall within ten days thereafter make good in cash, bank drafts, any sum or sums which may have fallen short or Security deposit amount or any part thereof. No interest shall be payable by the Owner for sum deposited as security deposit
- 8.7 **In case the successful bidder fails to submit the ISD /SD, with in a period of 21 days from the date of issue of Work Order, the ISD amount along with a simple interest @12% per annum as penalty, applicable from the date of issue of Work Order till the date of submission of ISD or submission of 1st RA bill, shall be recovered starting from 1st RA bill.**
- 8.8 The Earnest Money Deposited with the tender, by the successful bidder if paid in the form of DD/ PO/ BC shall be adjusted towards Initial Security Deposit.
- 8.7 The security deposit will be released after successful completion of the defect liability period on certification of Manager-in-charge / Engineer-in-Charge.
- 8.8 In case the DLP is NIL, the Security Deposit will be released to the successful bidder within three months of the submission of full and final bill to the EIC.

9.0 PAYMENT TERM :

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

10.0 TAXES & DUTIES :

- 10.1 **The estimated Rates mentioned in Annexure-II are inclusive of all taxes and duties and inclusive of GST** as applicable made effective from Dtd. 01.07.2017. For GST, clauses in Para 10.2, 10.3, 10.4, 10.5 and 10.6 below will be applicable. A sample invoice is enclosed at

- Annexure-IV. The contractor has to submit a declaration that Tax claimed in Invoice shall be deposited by them within the schedule date along with filing of accurate return in GSTR-1 & GSTR-3. For any such violation, if NALCO loses the Input Tax Credit (ITC), the same shall be recouped by the contractor immediately failing which suitable action shall be taken by NALCO for recovering the amount.
- 10.2 The contractor is required to get themselves registered under the GST Act with appropriate Range Office in the State in case aggregated turnover for the financial year exceeds Rs 40.00 Lakhs and submit documentary evidence, failing which their claim for GST from NALCO will not be entertained.
- 10.3 It shall also be the responsibility of the contractor to satisfy GST Authorities with supporting documents as demanded by GST Authorities regarding price of items being supplied under the repair & maintenance contract, exempted from GST.
- 10.4 GST shall be payable at applicable rate subject to the fulfillment of the following condition:
- 10.4.1 The contractor must have a valid/active GSTIN at the time of supply.
- 10.4.2 Since the GST, in case claimed in GST invoice on the Input services availed by NALCO are subject to Input Tax Credit (ITC), the contractor shall issue invoice/R.A. Bill in accordance with the GST Rules / Cenvat Credit Rules giving all the information as required under the said rules. For claiming the GST from NALCO, the contractor's invoice should contain the details like Serial no of the documents, Date of issue, Description of work, Price of the input service, GST payable, GST registration number, Name and Address of the Input Service Provider, Class/category under which GST is leviable, SAC Code etc. The contractor shall issue GST invoices in quadruplicate as per statutory provision of GST ACT (see rule 46 of CGST Act 2017) in the name of NALCO having GSTIN **21AAACN7449M1Z9**. A sample copy of the prescribed invoice is attached at Annexure-IV for reference.
- 10.4.3 Contractor has to raise separate bill for each invoices and EIC has to clear accordingly instead of clubbing the multiple invoices in to a single RA bill for easy availment of credit by NALCO.
- 10.4.4 The Contractor has to file in the GST portal, exactly the same details as had been mentioned in the GST invoices submitted to NALCO. In case of mismatch of details of invoices in GST portal vis-a-vis those submitted to NALCO for processing of payment, payment may be subject to required deductions.
- 10.5 Any variation in the rates of GST or inclusion/exclusion of certain services in the GST will be to the account of NALCO.
N.B. The contractor shall be fully and solely responsible to the statutory authorities for compliance of all the provisions of GST Act/Rules, Cenvat Rules relating to GST and other statutory provisions applicable to this work as a service provider.
- 10.6.1 GST claim invoice should be submitted in quadruplicate. Compliance to GST Laws, payment and returns are essence of the contract. The invoicing shall be strictly as per prescribed Invoice with applicable returns.
The contractor claiming GST in GST invoice are essentially required to comply with the provisions of Act relating to filing of returns in GSTR-1 and GSTR-3 by the schedule date i.e. 10th/20th of next month respectively. Based on the invoice and GSTR uploaded, NALCO shall avail the Input Tax Credit (ITC). In no case, the contractor should alter/reduce/delete the data reported in GSTR-1 without prior written consent of Manager-In-charge.
In case of any non-compliance by the Contractor, NALCO being the Service Receiver reserve the right to recover any liability to be incurred by NALCO which shall be borne by the Contractor without prejudice to other penal action against the Contractor as may be decided by Competent Authority.
- 10.6.2 Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Annex (GST new return) of NALCO including cases where suppliers are required to file returns on a quarterly basis.
- 10.6.3 The **anti-profiteering provisions** of GST Act mandate that any reduction in tax rates or benefits of input tax credits be passed on to the service Recipient by way of commensurate reduction in

prices. Vendors to take note and pass on such benefits to NALCO. In this regard, the bidders should upload duly filled up and signed declaration as per page 17 of 18 of Appendix-IX with their bid.

10.6.4 Supplier/Contractor needs to submit a certificate under Section-171 of CGST Act, 2017 Tender before or at the time of submitting final bill against the contract/work order/purchase order to the effect that anti profiteering measure has been complied with. The certificate needs to contain the following:

“Commensurate benefit of reduction in rate of tax or benefit of input tax credit in the Purchase Order/Work Order/Contract No Dt has been passed on to NALCO.”

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

10.7 DEDUCTION OF INCOME TAX & WORKS CONTRACT(TDS):

10.7.1 Income Tax as applicable at the prevailing rate on the gross amount billed, excluding GST, shall be deducted from the contractor’s bills as per section 194C of Income Tax Act.

10.7.2 Works Contract (TDS) shall be applicable in terms of Section 51 of CGST Act.

10.7.3 For supply contracts/purchase order/supply portion of LSTK:

NALCO being buyer (under section 194Q inserted in the income tax at Act-1961 vide finance act 20/21). Having total sales, gross receipts or turnover from business above Rs.10 crores during the last financial year, will deduct TDS under section 194Q, w.e.f.01.07.2021 at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakh in Financial year.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

The above is as per the current statute and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time.

10.7.4 For other contracts/Orders:

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

10.7.5 Vendor/ Party categorized /designated as “specified person” under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/ Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

10.8 DEDUCTION OF CESS UNDER BUILDING & OTHER CONSTRUCTION WELFARE CESS Act.

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

11.0 DECLARATION OF RELATIVES WORKING IN NALCO :

The contractors must furnish certificate as mentioned in Appendix - I & II enclosed, disclosing in detail about their relative / relatives, working in the company. Suppression of this

information in any form if detected at any stage will be disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may be debarred from participation in future tenders.

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

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

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

- (a) The contractor will do transportation of FIM from point of issue to work site.
- (b) Electrical energy and Water for the work to be executed inside plant / township, if required, will be supplied by Nalco free of cost from any suitable point. The contractor shall have to make arrangements, at his own cost, for tapping and using the power/water so required as per advice of EIC.

For availing Electrical energy, the contractor shall have to provide, at his own cost, a MCB (Miniature Circuit Breaker) at the point of power supply by Nalco. The MCB shall have to be of a suitable capacity as decided by Nalco's electrical authorities for the concerned area and shall have to be replaced, as and when warranted, on the grounds of changed power requirements or the MCB having been defective and/or damaged.

- (c) Issue of cement and steel as Free Issue shall be governed by clauses 52 to 54 of GCC unless mentioned otherwise in the scope of work / special conditions / BOQ or elsewhere in this tender document subject to the followings:
- (i) For issue of materials within plant boundary wall limit, the contractor shall submit only indemnity bond for the entire value of materials issued to them free of cost as per clause 53 (ix) of GCC.
- (ii) For value of actual material issued on phased manner for outside plant boundary like township, CISF colony etc, the contractor shall furnish Bank Guarantee equivalent to 20% of the value of material actually issued and indemnity bond for 80% value of materials being issued to the contractor.
- (iii) For materials taken out side Alumina plant to the vendor's shop, Bank Guarantee equivalent 100% of the value of the materials will be submitted by the vender before taking out the materials.
- (iv) The Indemnity bond and the Bank Guarantee (from the NALCO's approved bankers) shall remain valid till the material account is totally settled. The Indemnity Bond and BG shall be submitted in the format approved by NALCO.

13.0 SUPERVISION:

- (i) The contractor shall have to work as per direction of the Engineer-in-charge, and shall report to him daily regarding day-to-day progress. The contractor shall give full access to the Engineer-in-charge/ authorized representative of Nalco to inspect day-to-day work executed by the contractor. Besides the contractor shall have to engage his own supervisor to ensure proper workmanship and good quality work, which is a part of the scope of work.

- (ii) If required under prevailing statute, the supervision should be carried out by person holding valid licenses issued by appropriate statutory body.

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

14.1 **PRE CONTRACT INTEGRITY PACT:** Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached separately at Annexure-ID, which has been pre-signed by the Employer, and upload the same duly signed on all pages by the Bidder's Authorized Signatory before stipulated Project Proposal submission time. Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and the same shall be uploaded before stipulated Project Proposal submission time. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP) is liable for rejection of Project Proposal as being non-responsive. (Not applicable to this tender). However, Bidder shall be submitted 'DECLARATION ON INTEGRITY' as per the prescribed format Annexure I 'O'.

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

Integrity Pact is deemed as a part of tender / contract and the parties are bound by its provision.

14.2 **Independent External Monitor (IEM):** (Not applicable for this tender),

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

Refer Appendix-X for list of IEMs of Nalco. However, the following Independent External Monitor (IEM) has been nominated by NALCO for this tender / contract, in terms of Integrity Pact (IP) which forms part tender / contract.

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

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

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

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

15.1 TIME OF WORK: The factory timings are as follows:

NAME OF THE SHIFT	DURATION	FROM	TO
"A" SHIFT		06.00 AM	02.00 PM
"B" SHIFT		02.00 PM	10.00 PM
"C" SHIFT		10.00 PM	06.00 AM
GENERAL SHIFT		08.00 AM	05.00 PM
		(LUNCH HOUR 01.00 P.M. TO 02.00 PM)	

16.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM :

16.1 SAFETY:

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

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

16.3 PERSONAL PROTECTIVE EQUIPMENTS (PPEs):

The contractor shall have to provide all necessary PERSONAL PROTECTIVE EQUIPMENTS (PPEs) like safety shoes, gum boots, helmets, safety goggles, nose masks etc as applicable to the workmen engaged by them as per the requirement. Safety aprons and Masks should also be provided to all workmen engaged in caustic/chemicals working areas. The contractor should ensure use of the above by his workmen during the contract period. In case the contractor fails to provide PPEs as per requirement, at the time of starting the job, they will not be allowed to carry out the assigned job.

The Contractors have to issue required personal Protective Equipments (PPEs) to their workmen before start of the job in Mines/Alumina Refinery or Township (As given below).

S.No	Personal Protective Equipments	Remarks
1	Industrial Safety Shoe	Compulsory use
2	Safety Helmet	
3	Chemical Safety Goggles	Additional requirement: Depending on the nature of job and areas, the Contractors have to issue PPEs (from Sl. 3 to 15) or "part" to
4	Safety goggles for Cutting/welding	
5	Face Shield	
6	Ear Plugs/Ear Muffs	
7	Safety Belt	

8	Cotton Hand gloves	their workmen while at work.
9	Heat resistant hand gloves	
10	Acid/Alkali proof hand gloves	
11	Acid/Alkali proof Apron	
12	Electric resistant hand gloves	
13	Fire protection apron	
14	Anti-dust mask respirator/Nose mask	
15	Gum boots	

Industrial Safety Shoes:

- i) The Industrial safety Shoes must be oil, acid , alkali, Electric resistant confirming to IS: 15298 Part-2
- ii) The brand & manufacturer of Safety Shoes may be BATA/Allen Cooper/ACME/ Liberty/ Karam.

Safety Helmet

- i) Industrial Safety helmet as per IS:2925 marking.
- ii) It shall be made of high density polythelene thermoplastics
- iii) It shall have light weight polythelene shell offering protection and comfort
- iv) It shall have strong padded sweat band which would help keeping cool and comfortable.
- v) It shall have head hugging adjustable Chin strap keeping cap snug and securely in place.
- vi) It shall have ratchet suspension system which would permit easy and fast adjustment to head sizes.

Chemical Safety Goggles:

- i) Safety Goggles shall be anti-scratch, anti-fog, distortion free lenses .
 - ii) It shall seal all the sides and protect eyes from chemical splash, dust etc.
 - iii) It shall have elastic band which can be used with the personal spectacles.
Note: For other PPEs, the Contractors have to ensure that the quality shall be in line with the **“IS” standards** as far as possible.
- I) The contractor should be aware that the workers engaged by him shall not be allowed to enter into the plant at the NALCO plant gate unless they wear the safety helmet and safety shoe. The contractor shall take all necessary steps/actions so that his workmen enter into the NALCO plant premises with safety helmet and safety shoe.
 - II) The Environment, health & safety (EHS) policy is enclosed. The contractor has to ensure attendance in a training programme for all his contract workers conducted by safety department and obtain a certificate before putting the workers to work front.
 - III) The contractor has to adhere to “NALCO’s safety code for contractors” while executing the work.
 - IV) In case the contractor shows negligence in adherence to the above conditions and results in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit and NALCO may severe the business relation with the party.

16.4 Medical Checkup :

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

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

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

16.7 Without prejudice to the right conferred by the Clause 16.5 above for stoppage of work for violating of safety requirements, the contractor shall be liable for penalty up to ₹ 3,000/- for the first violation and up to ₹ 5,000/- for the second violation. For the third violation, he shall be

liable to be debarred from further contracts up to a period of one year minimum from the date of completion of jobs in hand.

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

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

16.10 ENVIRONMENTAL REQUIREMENTS :

16.10.1 The contractor shall be responsible to promote awareness on the Environmental requirements among the workmen engaged by them for the subject job and ensure adherence to sound environmental practices as detailed in the "**EHS POLICY**", enclosed herewith.

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

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

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

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

16.10.6 The contractor should ensure proper awareness of workers working in their factory/ plant to maintain for a green and clean environment inside/ outside their plant.

16.10.7 It will be the responsibility of the contractor to use Eco friendly packing materials.

17.0 SA 8000 REQUIREMENTS :

17.1 The contractor shall be responsible to promote awareness on SA 8000 requirements among the workman engaged by them for the subject job and ensure adherence to the compliance as per the provisions laid down in the standard up to the satisfaction of NALCO.

17.2 NALCO (Engineer –In-Charge) shall monitor/review the compliance of above requirements by the contractor as per standard periodically and intimate any deviation to the party for compliance.

17.3 In case the contractor shows negligence in compliance with above deviations as pointed out by NALCO (Engineer –In-Charge) which resulted in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit, like suspension of business or debarring from participating in any future tender of Mines & Alumina Refinery.

18.0 STATUTORY PROVISIONS :

- i) The contractor shall abide by various statutory provisions to the satisfaction of Central/State Government Authorities. The contractor has to comply with provisions made in various statutes such as The Contract Labor (Regulation & Abolition) Act 1970, The payment of Bonus Act 1965. The Employees compensation Act 1923, The Employees Provident Fund & Misc. provisions Act 1952, The 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, and the Orissa factory Rules and all the rules made there under at his own cost. **The contractor should pay bonus/ex-gratia before Durga puja every year or at the time of full and final settlement if it is a part of the financial year to all his workmen as per the provisions of the payment of Bonus Act 1965.** In case, the contractor has to engage 20 or more workmen at a time on a day, such contractor has to get his establishment registered under the Contract Labor (R&A) Act 1970 and he has to obtain license from the **Office of the Assistant Labor Commissioner (Central) Bhubaneswar in time.** The contractor will be given order to work only after he produces labor license as above. In case of failure of the contractor to comply with any statutory provisions, NALCO as principal employer, shall have the right to withhold the bills and/or security deposit of the contractor and/or take such action as it may be deemed fit.
- ii) The contractor shall ensure that the workers employed by him should not carry excessive weight as per Orissa Factory Rule No.57. No person shall unaided by another person, lift, carry or move by hand or on head any materials, article, tool or appliance exceeding the maximum limit in weight i.e. for Adult Male 55 Kg and for Adult Female 30 Kg.
- iii) 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.
- iv) In case of electrical contracts, the tenderer should have possessed valid electrical contractor's license of MV/HV/EHV as the case may be, issued by licensing authority of government of Odisha, a copy of which shall be enclosed along with the offer.
- v) **All labour laws, statutory provisions and subsequent amendments are applicable to this contract.**

19.0 PF ACCOUNT AND ESI CODE :

- (i) **P.F. ACCOUNT CODE :**
The tenderer shall possess independent P.F. "Account Code" from the concerned Regional Provident Fund Commissioner. A copy of evidence in this respect duly attested/notarized shall be submitted along with the tender document.
- (ii) **ESI CODE :**
The Tenderer shall possess an independent ESI code in the name of the establishment, to be obtained from the Regional Director, ESI Corporation, Bhubaneswar, for reporting ESI compliance of the workers engaged by him. A copy of the letter of allotment of ESI code duly attested/notarized shall be furnished as evidence and submitted along with the tender document.

In case the tenderer is already having an independent ESIC code of other state/region, they can participate in the tendering process by submitting the document pertaining to the other state ESIC code.

- 19.A** The bidder should submit duly attested/ notarized copies of the following documents along with the bid:
- a) **PAN card** of the Bidder (For proprietorship firms PAN should be in the name of the sole proprietor and for other firms/ companies PAN must be in the name of the respective firm/company).
 - b) **GSTIN** of the Bidder.
 - c) **Proprietorship Deed/ Partnership Deed/ Article & Memorandum of Association** of the

Bidder.

d) **Power of Attorney of signatory of the bid**, if the signatory of the bid is other than the proprietor.

e) (i) **MSEs having UDYAM/UAM no. shall also submit supporting documents such as UDYAM registration certificate/ UAM certificate, CA certificate (certifying that the unit is a MSE having valid MSE certificate)**, details available from the website of Ministry of Corporate Affairs, etc to support their MSE status and the same shall be verified by NALCO.

(ii) In case of any doubt or complaints, NALCO shall refer the matter to the General Managers of the District Industries Centre of the concerned districts to undertake enquiry and verify credentials of the MSE and submit confirmation to NALCO regarding their MSE status.

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

20.1 **WAGES OF THE CONTRACT LABOR:**

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

Therefore, the contractor must quote their rates considering the following conditions applicable w.e.f **01.10.2023**:

Sl no	Category	Minimum per day Rate of Wages (₹)					
		Basic Rate of Wage inclusive of weekly OFF	Rate of VDA w.e.f 01.10.2023	Minimum rates of wages inclusive of wages for weekly off and VDA (₹)	Additional Element (₹)	Canteen Subsidy (₹)	Total per day (₹)
1	USW	350.00	154.00	504.00	44.00	16.00	564.00
2	SSW	437.00	191.00	628.00	44.00	16.00	688.00
3	SW	523.00	228.00	751.00	44.00	16.00	811.00
4	HSW	610.00	265.00	875.00	44.00	16.00	935.00

- C) The additional element of ₹44/- (**rupees Forty four**) per day indicated above would qualify for all statutory payments, which are linked to wages like PF and other benefits, so that the rates quoted by the bidder should include the same.
- D) In addition to minimum wages, an amount of ₹16/- (**rupees Sixteen**) per day as indicated above shall be payable to each contract laborer towards canteen subsidy and this will be paid by the contractor concerned which will qualify for deduction of provident fund and other statutory deductions as applicable.
- E) The minimum wage as notified by the chief labor commissioner (central) has a variable component as special allowance which is linked to average AICPI for industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.
- F) The present minimum workable rate for different categories of contract labourers w.e.f. 01.10.2023 IS GIVEN IN THE TABLE AT ANNEXURE-L.

20.2 **Price variation clause (PVC) towards changes in labour charge is Not applicable,**

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

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

21.0 RECOVERY TOWARDS COMPENSATION FOR DELAY :

In case the contractor fails to complete the work within the stipulated period, the contractor shall be liable for a penalty @ 1% (one) of the contract value per week of delay subject to a maximum of 10% (Ten) of the value of the contract unless otherwise indicated in Special Conditions of Contract.

22.0 ARBITRATION :

The clause No.87 of General Conditions of contract shall be applicable in case of any dispute or difference whatsoever, which at any time may arise.

23.0 TERMINATION OF CONTRACT :

23.1 If the performance of the successful bidder is found unsatisfactory during the period of contract, the contract will be terminated with short notice and the same shall be carried out by any other of the successful bidder / agency at the risk & cost of the contractor. Other penal actions such as forfeiture of EMD, Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken.

23.2 If the Government of India or any Statutory Authority/Legal Authority/empowered to do so, decides/directs to terminate the Contract, the contract shall be terminated without any notice and for that contractor shall not be entitled to any claim such as extra claim, loss, loss of profit etc. against NALCO. The settlement of the dues of contractor shall be done on the basis of execution of actual work in accordance with the terms & conditions of contract.

23.3 Short Closure of Contract: NALCO reserves the right to short close the contract by serving 15 days' notice to the contractor, when either of the contract value is executed or the assigned BOQ quantity is exhausted. The decision of NALCO in this regard shall be final & binding on the contractor.

24.0 GENERAL INFORMATION :

24.1 Before submission of the bid the bidders are requested to read the bid document carefully make themselves fully conversant with the Nalco's GCC, Special Conditions of Contract, and Conditions of bidding, Specific conditions, technical Specifications and bid drawings if any, GeM's terms and conditions. **The bidder should visit site and get familiarized with the site conditions** so that, no ambiguity may arise in these respect subsequent to submission of the bids.

- 24.2 NALCO's General Conditions of Contract (GCC) & Special Conditions of Contract if any shall form part of this contract. The tenderer is advised go through them before quoting the rates. It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions and shall abide by those.
- 24.3 Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed permitted laden weight as certified by registering authority for the respective vehicles.
- 24.4 Wherever applicable Bank Guarantee are to be submitted in Nalco's prescribed format only from NALCO's approved Banker.
- 24.5 In case, two or more acceptable bidders are found to have quoted identical lowest bid price, then placement of contract is done by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system.
- 24.6 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency are participating in the subject tender.
- 24.7 Bidders are requested to quote their best prices considering the fact that price negotiation if required may be held with lowest bidder only.

25.0 MODE OF SUBMISSION, RECEIPT AND OPENING OF TENDER :

- 25.1 All covering letters & information are to be included in the offer.
- 25.2 The tender duly digitally signed should be uploaded online in web site www.gem.gov.in. The Bidders are advised to fill up the prescribed Formats available in the tender document as Annexures and Appendices as per requirement with **no deviations** to the specific requirements, terms & conditions and upload the complete set of Tender documents duly signed on the bottom of each page along with a forwarding letter addressed to the GM (Mech)-Project, EXPANSION PROJECT,ALUMINA REFINERY, NALCO, DAMANJODI, for uploading in the online GeM portal.
- 25.3 **In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet only (Annexure-VII).** Please be informed that only deviation statement will be evaluated and considered.
- 25.4 **Deviation(s) listed at any other place shall not be considered at all and shall not be binding on NALCO.** The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.
- 25.5 Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
- 25.6 **Tenders are to be uploaded in the GeM web site** on or before time & date specified in bid document.

- 25.7 In the event of the office remaining closed on the Bid opening date, tenders will be opened on the next working day as per the convenience of the concerned officials.
- 25.8 The validity period of the offers submitted by the bidders shall be as per bid document. NALCO reserves the right to defer the date of tender submission & opening in case the response is considered to be inadequate or due to any other reasons. In such event, the bidders shall have to visit the site www.gem.gov.in to see the next tender submission & opening date. **Any Addendum/Corrigendum to the tender shall only be uploaded in the GeM web site and separate information shall not be sent to the bidders by NALCO.**
- 25.9 The price bids of technically qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders ONLINE through GeM Portal. The price bids shall also be opened ONLINE.
- 25.10 All the supporting documents uploaded with the offer should be attested by a **Gazetted Officer** or **Notary Public** and each page is required to be **signed by the bidder** or by **their authorized representative**.
- 25.11 The shortfall information /documents, if any, may be sought only in case of historical documents which pre- existed at the time of tender opening and which have not undergone change since then. So far as the submission of documents is concerned, after submission of the tender, Nalco may ask and consider, only related shortfall documents. For example, if the bidder has submitted a contract without its completion / performance certificate or not submitted the annual turnover, the certificate can be asked for and considered. However, no new contract will be asked further so as to qualify the bidder. No post-bid clarification at the initiative of the bidder shall be entertained. Hence bidders are required to take due care to upload all relevant work credentials available with them in order to avoid rejection.
- 25.12 **In case a bidder has been debarred/ blacklisted/ suspended/ banned in any unit of NALCO/ Other PSUs/ Govts of India/ States from participating in tenders for Work/Service Contract, his offer will not be considered during the period of blacklisting/suspension/debarment/banning, as the case may be.**
In case bid is floated through GeM Portal and bidder is suspended by GeM then the offer of bidder will be treated as per the provision of GeM.
- 25.13 **Nalco reserves the right to use in-house information for assessment of Bidder's capability. Previous and Present Performance of contractors at NALCO sites shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated.**
- 25.14 As per Govt. of India directive, it is mandatory for contractors providing Goods and Services to Central Govt. organizations to be registered on GeM and obtain a unique GeM Registration I.D., at the time of placement of order/ acceptance of contract. This should be complied by the successful bidder at the time of award of contract.
- 25.15 In case the validity of offers expires during the processing of the case, all the techno commercially accepted bidders shall be requested to extend the offer validity with same price and terms & condition of the tender. The offers of such bidders shall be rejected if they do not extend the validity unconditionally.
- 25.16 If required in case of exigency, the contract period and/or contract value may be amended with mutual consent of NALCO and contractor.
- 25.17 In case L-1 bidder backs out, then there shall be retendering and suitable penal actions may be taken on the L-1 bidder as per the applicable provisions available at other places of this tender document

26.0 EVALUATION OF BIDS :

- 26.1 The total quoted amount (**incl GST**) shall be evaluated to arrive at the lowest (L-1) bidder as indicated at clause no: 24.5 above.
- 26.2 **Bidder's submitted overall final quoted amount (incl. of taxes & duties and incl. GST) in (+/-) percentage of Nalco's estimated value (incl. of taxes & duties and incl. GST) {as mentioned in Schedule of rate (Annexure-II)} will be applied to each item of Schedule of rates (Annexure-II). (For e.g. if quoted amount is Rs 90 Lakh (incl GST) as against the estimate of Rs 1 Crore (incl GST) then 10 % discount shall be applied to each item of schedule of rate).**
- 26.3 NALCO reserves the right to use in-house data / information for evaluation of bids if felt necessary.
- 26.4 In case of discrepancies, the original tender document uploaded online by T & C Department, Alumina Plant shall be treated as authentic & binding for all purposes.
- 26.5 Bid Evaluation shall be based on the credentials asked in the **Pre-Qualification Criteria (PQC)** as detailed in **Annexure-IC**. The PQC criteria shall have to be complied by the bidder for further evaluation of their offer.

26.6 Concurrent commitment: -

The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per **Appendix-III of Annexures (Page-7 of 18)**, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work (for single agency)/annualized estimated maximum percentage of work in split case under consideration (for multiple agency) exceeds **four times** the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation.

Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder shall be liable for appropriate legal action.

- 26.7 It should be noted by bidder that if tender is floated through GeM Portal, then in case of any mismatch/contradiction in the procedure of bid evaluation mentioned in other parts of this tender document with the procedure for bid evaluation followed by GeM System, then the bid evaluation as done by GeM system will be treated as final and accordingly tender will proceed.
- 26.8 Evaluation of bids shall be done in compliance with Govt. Guidelines on Preference to Make In India (as per GOI ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020) as given in **Appendix-V of Annexures (Page-9 of 18 to 11 of 18)**. In this regard party should upload duly filled up and signed declaration as per page 11 of 18 of Appendix-V.

It should be noted by bidder that if tender is floated through GeM Portal then apart from above declaration bidder should also update their MII status on GeM Portal while submitting their bid or creating catalogue. If there is mismatch in MII declaration submitted by bidder as per Appendix-V and status of MII as evaluated by GeM then MII status as evaluated by GeM will be treated as final and accordingly tender will proceed.

26.9 Evaluation of bids shall also comply with Govt. Guidelines on Restriction on Countries sharing a land border with India (as per Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and ORDER NO: F.No.6/18/2019-PPD DATED 23/07/2020 & 24/07/2020) as given in **Appendix-VI of Annexures (Page-12 of 18 to 14 of 18)** . In this regard party should upload duly filled up and signed declaration as per page 14 of 14 of Appendix-VI.

26.10 Bid Evaluation shall comply with Govt. Guidelines on Preference to MSEs (GOI Micro and Small Enterprises (MSEs) Order, 2012 and Amendment dated 9th November, 2018), as applicable.

Bidder should update their MSE status on GeM Portal while submitting their bid or creating catalogue. MSE status evaluated by GeM will be treated as final while giving preference to MSE bidders (as applicable) and accordingly tender will proceed.

26.11 Evaluation of bids shall also comply with Govt. Guidelines on Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement

26.12 **Criminal Background:-**

The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an affidavit to this effect as per the format given at **Annexure-1N**. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.

Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of PQC on group entity terms). The litigation history shall include:

(i) Arbitration cases pending.

(ii) Disputed incomplete works.

(iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings

(iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.

(v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

26.13 The bidder shall submit the following documents/declarations:-

(i) Latest Solvency certificate from bank indicating credit limit enjoyed & financial soundness (Date of issue of this certificate should not be earlier than one year from the date of opening of Techno-commercial Part).

(ii) Forwarding Letter & Undertaking in the format given at **Appendix-VII, Page- 15 of 18**.

(iii) Mandatory Information of the bidder in the format given at **Appendix-VIII, Page- 16 of 18**.

(iv) Anti-Profiteering Declaration (to be submitted with BID) in the format given at **Appendix-IX, Page- 17 of 18**.

26.14 **Reverse Auction:** Bid to RA is enabled for this tender and there shall be reverse auction after completion of techno-commercial evaluation. **(H1) Highest Priced Bid will be eliminated.** RA will be done as per logic and terms & condition of GeM. **(Not Applicable to this Tender)**

26.15 **Experience/ Completion certificate may be considered only when they bear the name & designation of the authority issuing them.**

27.0 ACCEPTANCE OF TENDER:

27.1 **Vendors may note that, any pending case or conviction by a Court of Law or indictment / adverse order by regulatory authority against the person, company or against any sister concern which relates to a criminal offence would constitute disqualification’.**

27.2 **A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. NALCO / Consultant shall respond to such queries within a reasonable time.**

27.3 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality. Reference is also invited to clause 9 of General conditions of contract.

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

27.5 Bidders are required to fill up Appendix-III of Annexures (Page-7 of 18) for calculation at our end. If there is no concurrent commitment, bidder may submit “NIL” concurrent commitment declaration with his signature and seal. If **Blank Appendix-III (Concurrent Commitment)** is submitted by bidder, it will be construed that that there is no concurrent commitment of the bidder and bid evaluation will be done accordingly. However, subsequently, if anything is found contrary to that, the bidder will be liable for penal action as per the terms of the contract.

27.6 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

The right to accept the tender will rest with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever.

28.0 OTHER TERMS & CONDITIONS :

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

- 28.2 The contractor has to dismantle the structure constructed by him for the purpose of office-cum-store on completion of the contract as per the provision of GCC clause no.2.4.2. If the same is not dismantled within two months of completion of contract he will not be issued any tender paper or will not be allowed to participate in any tender including with-holding of final bill besides initiation of other contractual/legal action as deemed fit against the contractor.
- 28.3 The contract shall be subject to the provisions of GCC save those provisions of GCC, which are superseded by the above clauses under instruction to Bidders.
- 28.4 **The bidder should indicate valid e-mail ID under Annexure-III (DECLARATION BY THE BIDDER) enclosed.**
- 28.5 If conflicts between documents, comprising the contract arise, the following shall prevail in the order as below;
- LOA/WO including any agreed variation.
 - Schedule of rates/Bill of Quantity
 - Technical specifications
 - Drawings
 - Special Conditions of Contract
 - Instruction to Bidders
 - Nalco's General Condition of Contract
 - GeM's terms and conditions
 - Relevant Indian Standards
- 28.6 **If any alteration or modification to the tender document is done by the bidder, the offer shall be ignored.**
- 28.7 If any bidder is having any unauthorized structure / occupation inside Nalco Township / Plant, their offer may not be considered for evaluation and shall be liable for rejection.
- 28.8 If any bidder is having any unauthorized structure / occupation inside Nalco Township / Plant, their offer may not be considered for evaluation and shall be liable for rejection.
- 28.9 In line with CVC guideline, dtd. 03.06.2021, the List of Independent External Monitors (IEMs) has been enclosed at **Appendix-X**.
- 29.0 **CONDITIONS FOR DEBARRING / BANNING OF BUSINESS WITH A CONTRACTOR/ TENDERER:**
- NALCO reserves the right to debar a tenderer/contractor from participating future tenders of NALCO or banning of business with NALCO, as deemed fit, along with forfeiture of EMD & SD under the following (but not limited to) conditions*
- 29.1 **Withdrawal of offer** after the last day & time of tender submission and within the offer validity period.
- 29.2 Non acceptance of LoA/Work order

- 29.3 Failure to mobilize for the work** - The contractor does not mobilize and start work on the scheduled date or within reasonable period.
- 29.4 Failure to adhere to the time schedule of work** - Time schedule indicated by executing engineers will be compiled every week and default in adhering to schedule will have to be reported to HOD for necessary action. Depending on the plant requirements HOD may initiate debarring proposal.
- 29.5 Failure to maintain required quality of work** - If the quality rating is less than 50% at any instance, subsequent fortnightly rating will be done and if the same is less than 50%, it will be construed as a failure.
- 29.6 Failure to make labour payment** on time at least twice in a contract.
- 29.7 In case of any serious offence committed by the party: e.g.- sabotage, fraud, theft of company property etc. any time during execution of work, debarring/banning process starts immediately.**

* * * * *

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

Name
Address

GSTIN/Unique ID

ORIGINAL FOR RECIPIENT
DUPLICATE FOR TRANSPORTER
TRIPLICATE FOR SUPPLIER

Date :
Inv serial No. :

Details of Recipient (Billed to)

Name
Address

State
State Code
GSTIN/Unique ID

Place of supply:
Name of State:

Details of Consignee (Shipped to)

Name
Address of delivery

State
State Code
GSTIN/Unique ID

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

E.&.O.E

Electronic Reference Number

Name of the Signatory
Designation / Status

Note:

*Signature***Note:**

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

नालको  **NALCO**
NATIONAL ALUMINIUM COMPANY LIMITED
ALUMINA REFINERY, DAMANJODI

ENVIRONMENT POLICY

IN RECOGNITION OF THE INTERESTS OF THE SOCIETY IN SECURING SUSTAINABLE INDUSTRIAL GROWTH, COMPATIBLE WITH A WHOLESOME ENVIRONMENT, NALCO, ALUMINA REFINERY, DAMANJODI, AFFIRMS THAT IT ASSIGNS HIGH IMPORTANCE TO PROMOTION AND MAINTENANCE OF A POLLUTION-FREE ENVIRONMENT IN ALL ITS ACTIVITIES.

OBJECTIVES:

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

COMMITMENT:

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

14.10.2020

CHIEF EXECUTIVE OFFICER &
EXECUTIVE DIRECTOR (M&R)

नालको  **NALCO**
NATIONAL ALUMINIUM COMPANY LIMITED
ALUMINA REFINERY, DAMANJODI

QUALITY POLICY

QUALITY WILL FORM THE CORE OF OUR BUSINESS PHILOSOPHY. MEETING THE NEEDS AND EXPECTATIONS OF THE CUSTOMER AND CONSISTENTLY IMPROVING OUR SYSTEMS AND WORK ETHOS WILL BE OUR CHOSEN PATH IN ACHIEVING EXCELLENCE IN BUSINESS AND FULFILLING OUR SOCIAL OBLIGATIONS.

GUIDING PRINCIPLES:

- TO ENSURE A HEALTHY RETURN ON INVESTMENT BY MAXIMISING OPERATIONAL EFFICIENCY, CAPACITY UTILISATION AND PRODUCTIVITY.
- TO CONTINUALLY IMPROVE AND REDESIGN SYSTEMS, PROCESSES AND PRACTICES IN ORDER TO ENSURE ERROR PREVENTION AND IMPROVE RESPONSE TIME.
- TO ADOPT INTERNAL CUSTOMER FOCUS AS A MEANS TO EXTERNAL CUSTOMER SATISFACTION.
- TO TREAT HUMAN RESOURCE AS THE KEY TO QUALITY EXCELLENCE AND ENSURE DEVELOPMENT, INVOLVEMENT AND SATISFACTION OF EMPLOYEES.
- TO ENSURE HIGH QUALITY OF INPUTS THROUGH PROACTIVE INTERACTION WITH SUPPLIERS.
- TO MEET OBLIGATIONS TOWARDS THE SOCIETY AS A RESPONSIBLE CORPORATE CITIZEN.
- TO PROVIDE VALUE FOR MONEY TO ALL STAKEHOLDERS.
- TO FOLLOW ETHICAL BUSINESS PHILOSOPHY AT ALL TIMES.

COMMITMENT:

WE DEDICATE OURSELVES TO THE QUALITY POLICY AND OBJECTIVES OF THE COMPANY IN LETTER AND SPIRIT AND COMMIT TO CONTINUOUSLY STRIVE FOR THEIR FULFILMENT.

IN RECOGNITION OF THE INTERESTS OF THE SOCIETY IN SECURING SUSTAINABLE INDUSTRIAL GROWTH, COMPATIBLE WITH A WHOLESOME ENVIRONMENT, NALCO, ALUMINA REFINERY, DAMANJODI, AFFIRMS THAT IT ASSIGNS HIGH IMPORTANCE TO PROMOTION AND MAINTENANCE OF A POLLUTION-FREE ENVIRONMENT IN ALL ITS ACTIVITIES.

14.10.2020

CHIEF EXECUTIVE OFFICER &
EXECUTIVE DIRECTOR (M&R)

नालको  NALCO
NATIONAL ALUMINIUM COMPANY LIMITED
ALUMINA REFINERY, DAMANJODI

OCCUPATIONAL HEALTH & SAFETY POLICY

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

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

14.10.2020

CHIEF EXECUTIVE OFFICER &
EXECUTIVE DIRECTOR (M&R)



SOCIAL ACCOUNTABILITY POLICY(SA 8000)

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

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

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

This policy is communicated and understood within the organization.

Date: 04.03.2020

Sd/-

Chairman-cum-Managing Director

SA 8000 REQUIREMENTS

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

General Manager (HRD)

ANNEXURE -XI

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value, applicable only for EMD of Rs one lakh or more)

B. G. No. _____

Date: _____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called “The Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for(hereinafter called “the said tender”) to M/s.(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for `(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 tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or 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 there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. 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 finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly 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 Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed `.....
(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
9. We.....Bank further agree that this Guarantee shall be invocable at our place of Business at(Bank name), (Branch Name and address of the Branch), Bhubaneswar, Odisha-751xxx.

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

Details of Persons Issuing the BG:

Name-----
Address for Correspondence: -----
Telephone & Fax No.
E-mail :

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

AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF.....

....., (vide WO No:T&C/AR/03/...../W-....., Dated: ... /..... / 200), Dated: /..... /..... (.....day of the month of of the year Two Thousand) between M/s.....in the town of hereinafter called the "CONTRACTOR" (which terms shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the National Aluminium Company Limited hereinafter called the "Owner" (which term shall unless excluded by or repugnant to the subject or context include its Successors and permitted assignees) of the other part.

Whereas:

- A. The Owner being desirous of having provided 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 surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as 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 thereto and the accommodation he may require and has made local and independent enquiries and obtained 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 work and which might have influenced him in making his 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 from 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 (hereinafter 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, and complete the said works and shall do and perform all other acts and things in the contract 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 contractor the respective amounts for the work actually done by him and approved by the Owner at the Scheduled Rates

and such other sum payable to the Contractor under provision of 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 hereby 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 said contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damage to the Owner's equipment, materials, construction plant and machinery, such payments 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 that 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 entitled 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 licensee simplicator 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 including 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 Engineer-in-Charge.

In witness whereof the parties have executed these presents in the day and the year first, above written.

Signed and delivered for and
on behalf of Owner

Signed and Delivered for and
on behalf of Contractor

(M/s.National Aluminium Co. Ltd.)

(M/s.....)

Dated..... Place.....

Dated.....

Place.....

In presence of Two witnesses

In presence of Two witnesses

1.

1.

2.

2.

LIST OF NALCO APPROVED BANKS

SCHEDULED PUBLIC SECTOR BANKS (INDIA)

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Oriental Bank of Commerce
13. Punjab and Sind Bank
14. Punjab National Bank
15. State Bank of India
16. Syndicate Bank
17. UCO Bank
18. Union Bank of India
19. Vijaya Bank

SCHEDULED PRIVATE SECTOR BANKS (INDIA)

1. HDFC Bank Ltd.
2. ICICI Bank Ltd.
3. Axis Bank Ltd.
4. Kotak Mahindra Bank Ltd.
5. YES Bank
6. IndusInd Bank Ltd.
7. The Federal Bank Ltd.
8. The Jammu & Kashmir Bank Ltd.
9. The South Indian Bank Ltd.
10. The Karur Vysya Bank Ltd.
11. The Karnataka Bank Ltd.
12. IDFC Bank
13. RBL Bank
14. The Lakshmi Vilas Bank Ltd.
15. Tamilnad Mercantile Bank Ltd.
16. City Union Bank Ltd.

**BEFORE THE NOTARY PUBLIC
A F F I D A V I T**

I, aged about years, S/O:, At-....., PO-.....,

Dist-....., Pin-....., State:, Designation: of M/s..... have not been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer.

I do hereby solemnly affirm and state as follows:

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

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

Note:

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

Signature of the bidder

Date :

**ANNEXURES, APPENDICES AND
DEVIATION STATEMENT TO BE
FILLED UP & UPLOADED BY THE
BIDDERS**

-: DECLARATION BY THE BIDDER :-

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

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

OR

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

NOTE:* Strike out whichever is not applicable.

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

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

(Signature and official seal of the Proprietor / Authorised Person)

Date :

Name of the signatory.....

Postal address of the firm-----

PAN NO : TIN NO :

PF NO : ESI NO :

GSTIN:

Phone No..... Mobile No.....Fax No.....

Email Address :

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

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

Dear Sir,

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

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

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

1. Name of the Party. :
 2. Address of the Party.
.....
.....
- City..... Pin Code

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

E-mail Id:

3. Particulars of Bank:

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

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

I/WE HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IF ANY TRANSACTION IS DELAYED OR NOT EFFECTED FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION, I SHALL NOT HOLD M/S NATIONAL ALUMINIUM COMPANY LIMITED RESPONSIBLE. I ALSO UNDERTAKE TO ADVISE ANY CHANGE IN THE PARTICULARS OF MY ACCOUNT TO FACILITATE UPDATING OF RECORDS FOR PURPOSE OF CREDIT OF AMOUNT THROUGH RBI ECS/ RBI EFT/SBI NET.

Place: Signature of the party/ Authorized Signatory
Date:

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

Bank's Stamp:
Date:

(Signature of the Authorized Official from the Bank)

Undertaking Letter on Downloaded tender documents

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

Company Name _____

Name _____

Signature _____ Date _____

Postal Address _____

Email ID _____

Phone _____ FAX _____

**Signature of Authorised
Person With seal**

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

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

In case of single part bidding no deviation is acceptable.

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

Signature & Seal of bidder.

NATIONAL ALUMINIUM COMPANY LIMITED.

Alumina Plant

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

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

Sl.No	Name	Sl.No	Name		
1.	Shri Shridhar Patra, CMD		Part Time Official Directors (Government Nominee Directors)		
2.	Shri R.S.Mahapatro, D (HR)	7.		Shri Shri Sanjay Lohiya	
3.	Shri R.C.Joshi, D(F)	8.		Dr. Veena Kumari Dermal	
4.	Shri Sadashiv Samantaray, D(C)			Part Time Non-Official Directors (Independent Directors)	
5.	Shri Pankaj Kumar Sharma, D(P)	9.			Shri Ravi Nath Jha
6.	Shri Jagdish Arora, D(P&T)	10.			Dr. B.R.Ramakrishna
		11.	Adv. George Kurian		
		12.	Dr. Ajay Narang		
		13.	Shri Y.P.Chillio		
		14.	Ms.(Dr.) Shatorupa		
		15.	Adv. Dushyant Upadhyay		
		16.	Shri Sanjay Ramanlal Patel		

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

Note: If Yes to any of the above questions, please give the name of NALCO’s Director and relationship of the 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 the employee.
1		
2		
3		
4		

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

DETAILS OF PRESENT COMMITMENTS OF THE TENDERER AS ON (Last day of Month Previous to Bid Due Date)

Name of Work: (*)

Tender Reference No.:(*)

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

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

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

It is certified that the above particulars furnished are true and correct and that we have disclosed all works being executed by us. If any information given is found to be misleading at a later date NALCO will have the authority to take necessary action as per provision of the tender and as per laid down procedure of the Company.

Signature of the bidder _____

Name of the Bidder _____

Company Seal

PROPOSED SITE ORGANISATION

NAME OF TENDERER:

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

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

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

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

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

CASE-I (FOR DIVISIBLE QUANTITY): All the provisions of the order No.P-45021/2/2017- PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference. However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable) .

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

- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

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

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

5.0 Verification of local content.

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

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

(Declaration by the bidder on their letter head)

To,
GM (Mech.)
Expansion Project,
M/s . National Aluminium Company Limited,
Alumina Refinery, T&C Dept
Damanjodi, Dist.-Koraput, Odisha-763008

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

Tender Ref. No:

Dear Sir,

We, M/shaving its office at
.....
(address)

hereby confirm that the offered product has ____% of the local content .

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

Yours sincerely,

Signature

Name:

Designation:

Contact No.:

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

DEFINITIONS

1. GOI vide Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India.

2. "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

3. "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation

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

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vi. "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

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

A) Any bidder from a country who shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs. This order shall also not apply to procurement by Indian missions and by offices of government agencies / undertakings located outside India.

B) The Bidder shall have to submit declaration / certificate as per the attached Format towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

C) For works contracts, including Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in paragraph (3) above.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATORY:

DATE: _____

Seal / Stamp of Bidder

FORWARDING LETTER AND UNDERTAKING

From: _____

To
Tender Inviting Authority
National Aluminium Company Ltd.

Sub: Letter of Undertaking.

1. Having carefully examined all the Tender Documents under reference no., **Date:** we offer to complete the works in conformity with all the terms and conditions as detailed in the Tender Documents.

2. We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.eprocure.gov.in / www.gem.gov.in website. We confirm that the bid document has not been edited or modified by us. In case, it is observed by NALCO that the bid document has been edited or modified, we agree for the rejection of the bid by NALCO.

3. We undertake, if our tender is accepted, to commence the work from the effective date of contract and to carry out work as stipulated in the contract.

4. We agree to abide by this Tender initially for a period as mentioned at Sl no: 11 of Page-6 as validity of offer from the date of opening of Tender and it shall remain binding on us and may be accepted at any time before the expiry of that period.

5. Further we agree to the Pre-Contract Integrity Pact which is part of this tender and has signed the Pre Contract Integrity Pact as at Annexure-1D duly filled up for further necessary action at your end.

6. Should this Tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to NALCO such sums of money as stipulated in conditions contained in Tender Documents. We understand that NALCO is not bound to accept the lowest or any Tenders received and NALCO reserves the right to reject any or all tender without any liability.

7. This Tender together with written "Acceptance" thereof, shall constitute a binding CONTRACT between NALCO and us, till a formal contract is executed.

Date _____ day of _____ Signature _____

(NAME IN BLOCK LETTERS)
(To be signed by authorized person.)
Fax:, Mob:
Email:

(Seal of the Company)

MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/documentary evidence for fields marked with *.

Authorized Signatory*	
Legal Name of Firm as per PAN*	
Trade Name of Firm as per GST *	
Postal address of the firm:	
House No. / Plot No :	
Street Name :	
City :	District :
State:	Pin Code :
Country:	
CPP/GeM Portal Login ID*:	
Phone No. :	Mobile No. :
Valid Email ID. :	
Gender : Male / Female / Other
Category : General / SC / ST
Type * Micro / Small/ Medium / Ancillary	Micro/Small/Medium.....Ancillary: Yes/No
EPF No. :	ESI No. :
PAN No. :	
GSTN No :	
Bank Name *
.....Br.Name.....Br.Place.....	
Bank A/c No (enclose cancelled cheque)*.....	IFS Code.....

Date: _____ (Signature and official seal of the Proprietor / Authorized Person)

APPENDIX-IX

Format:- (To be submitted with BID)

ANTI-PROFITEERING DECLARATION FORMAT

To whomsoever it may concern.

I, Mr. _____, Proprietor / _____ (other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while giving this quotation to 'Nalco' against Tender No. _____ Dt. _____, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

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

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

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

Date: _____

Place: _____

(To be signed by the authorized person under the firm's seal).

List of Independent External Monitors (IEMs) of NALCO

Sl. No.	Name of IEM	Contact address
1	Ms Archana Ranjan, IRS(Rtd.)	A/41, Vasant Vihar, New Delhi-110057 e-mail: ranjan.archana@gmail.com
2	Smt. Deepa Krishan, IRS(Rtd.)	C 2603, Sushant Lok-1, Gurgaon, Haryana, Pin-122002 e-mail: deepakrishan@gmail.com
3	Dr. Meeran C Borwankar, IPS (Retd.)	C 10/5, Vasant Vihar, New Delhi-110052 E-mail: mcborwankar@gmail.com

Note:

- 1) Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be addressed to the IEMs.
- 2) Refer clause no. 14.2 of Annexure-AA for nominated IEM for this tender.
- 3) Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below

Sri Rajendra Kumar Behera
Senior Manager (Mechanical)
Expansion Project Dept., Alumina Refinery, NALCO
Damanjodi, Dist-Koraput
Odisha-763008
email id : rajendra.behera@nalcoindia.co.in

MINES & REFINERY COMPLEX,
DAMANJODI, KORAPUT-763008
HRD & ADMINISTRATION DEPARTMENT

Ref. No. HRD/ 54/1064

Date: 17/10/2023

CIRCULAR

Sub: Minimum rates of wages for Contract Labour.

This has reference to our earlier Circular No. HRD/54/264 dated 19/04/2023 prescribing the Minimum Wages applicable to Contract Workmen of Contractor's Establishments of Alumina Refinery, NALCO, Damanjodi.

Consequent upon further revision of Variable Dearness Allowance vide Order of the Dy. Chief Labour Commissioner (Central), Bhubaneswar, Ministry of Labour & Employment, Government of India revising the minimum rates of wages and in compliance of the IOM No. CHR/IR/7.2/1845/2023 dated 16/10/2023 of Corporate Office, the minimum rates of wages applicable for the above ground Bauxite Mines category will be applicable in respect of contract labourers engaged in Alumina Refinery, NALCO. Accordingly, the minimum wages for contract labourers engaged at Alumina Refinery, NALCO stand revised as under w.e.f. **01/10/2023**.

Category	Basic Rate of Wages (in Rs.)	Rates of VDA (in Rs.)	Additional Element of Wages (in Rs.)	Canteen Subsidy (in Rs.)	Total Minimum Rates of Wages Payable Inclusive of Wages for the Weekly Off, VDA, Additional Element and Canteen Subsidy (in Rs.)
Unskilled	350.00	154.00	44.00	16.00	564.00
Semi-skilled	437.00	191.00	44.00	16.00	688.00
Skilled/ Clerical	523.00	228.00	44.00	16.00	811.00
Highly Skilled	610.00	265.00	44.00	16.00	935.00

The Additional Element of Wages and Canteen Subsidy would qualify for deduction of EPF and ESI contribution as per Rules. Other guidelines and procedures on the subject remain unchanged.

All concerned are hereby advised to ensure timely and accurate payment of the above minimum wages to the contract labourers of Alumina Refinery/Expansion Project with effect from 01/10/2023.

This issues with the approval of Competent Authority.

(Asis Kumar Sahoo)
Asst. General Manager (HRD)

Distribution:

1. All Contractors of Alumina Refinery/Expansion Project (Through Concerned MICs/EICs)-with an advice to pay revised minimum wages to the contract labourers in accordance with the Circular.
2. All GMs/HODs of Alumina Refinery/Expansion Project - with a request to implement the payment of revised minimum wages to the contract labourers by the contractors in accordance with the Circular.
3. GM (T&C) / GM (IE & Admn.)/ GM(H&A)/GM(Finance)/SM(HRD)-Project

For kind information of :

1. ED (M&R)
2. All GGMs of Alumina Refinery.

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. CHR/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)

17-10-23

PRE – QUALIFYING CRITERIA

Name of the work: - “Engagement of man power for the pump Operation for 5th stream project work of Alumina Refinery at Damanjodi.”

A. TECHNICAL

Eligibility Criteria	Documentary proof
<p>The bidder should have experience of having successfully completed “ Similar Work “ during the last seven years ending on last day of the month previous to the one in which the NITs are invited, should be either of the following;</p> <p>(I) Three similar completed works each (with above criteria) having executed value not less than Rs 4.25 Lakhs (Rupees Four lakhs Twenty Five Thousand Only) OR</p> <p>(ii) Two similar completed works each (with above criteria) having executed value not less than Rs 5.31 Lakhs (Rupees Five Lakhs Thirty One thousand Only) OR</p> <p>(iii) One similar completed works each (with above criteria) having executed value not less than Rs 8.50 Lakhs (Rupees Eight lakhs Fifty thousand only)</p> <p>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.</p> <p>(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)</p> <p>“Similar Work” means “Supply/Deployment of man power or carrying out Installation/Operation/Maintenance of Pump / Valve etc”.</p> <p>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 up to last day of the month previous one in which the NIT is invited along with completed portion of the work (which should satisfy similar work) and the performance / progress of the bidder should be satisfactory.</p>	<p>The work experience should be of “Working directly” and possess relevant experience as per the details given under experience criteria. “Working directly” implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.</p> <p>The bidder should submit work order copies showing Order value, Scope of Work & Bill of quantity for assessment of Experience Criteria.</p> <p>Satisfactory Completion Certificate indicating the value of work executed & period of contract should be obtained from Principal Owner of the work for whom the work has been executed. Experience/Completion certificate shall be considered only when they bear the name and designation of the authority issuing the same</p> <p>In case of past experience criteria, the experience as a sub-contractor to a main agency in a project awarded by any principal / project authorities shall be considered subject to following.</p> <ol style="list-style-type: none"> 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 due completion of the package.

B. FINANCIAL: Eligibility criteria	Documentary proof
<p>1) The average annual turnover of the bidder during the last three financial years should be minimum <u>Rs 3.18 Lakhs</u></p> <p>(Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage)</p> <p>2) Net worth of the bidder during the last financial year shall be positive as per <u>audited</u> balance sheet.</p>	<p>1) The bidders have to submit the duly attested by gazetted officer/ notarized copies of audited financial statements and profit & loss accounts of the last three financial years, duly certified by Chartered Accountant/Auditor, in support of both the qualifying criteria along with the bid.</p> <p>2) The bidders have to submit the attested by gazetted officer / notarized copies of audited balance sheet of the last financial year, duly certified by Chartered Accountant/Auditor, in support of both the qualifying criteria along with the bid.</p> <p>(For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.)</p>

C) The bidder should possess independent EPF, ESI, & PAN based GST registration certificates of their firm. The bidders are required to upload copy of EPF & ESI certificates and PAN based GST registration certificates of their firm along with the offer.

D) The bidder needs to submit (upload) the photocopies of all brief orders presently under execution by them as a part of their concurrent commitment. [Ref Cl. No. 26.6 of Annexure-AA of the tender document & Appendix-III of Annexures (Page-7 of 18)].



National Aluminium Company Limited
(A Government of India Enterprises)
Mines & Refinery Complex.

SPLECIAL CONDITIONS OF CONTRACT

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 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.

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.

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 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.



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. CHR/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 DEARNNESS 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

(Asis Kumar Sahoo)
Asst. General Manager (HRD)

17-10-23

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

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.					
SI 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 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>					

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.

3. REFER ANNEXURE-I (SOW & SCC), &

ANNEXURE-II (BOQ) CAREFULLY BEFORE QUOTING.

4. BIDDER IS REQUIRED TO QUOTE LUMP SUM BASIS

(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.

Declaration by Bidder for Implementation of Integrity

Tender Ref: MnR/PROJ/TC/034

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

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

Yours faithfully

(authorized signatory of the Bidder)

Date:



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4539427
Dated/दिनांक : 27-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-02-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Materials
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar
Office Name/कार्यालय का नाम	Alumina Refinery Nalco Damanjodi
Item Category/मद केटेगरी	Custom Bid for Services - Engagement of man power for the pump Operation for 5th stream project work of Alumina Refinery at NALCO Damanjodi
Contract Period/अनुबंध अवधि	1 Year(s) 5 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	10000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

GM(MECH)-II PROJECT

Alumina Refinery Nalco Damanjodi, Materials, National Aluminium Company Limited, Bhubaneswar, Ministry of Mines

(National Aluminium Company Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	GM(Mech.)-I, Expansion Project
Designation of Competent Authority	General Manger
Office / Department / Division of Competent Authority	EXPANSION PROJECT
CA Approval Number	1200-087-21-12/0003/2021-087
Competent Authority Approval Date	25-01-2024

Brief Description of the Approval Granted by Competent Authority

CA has approved following; As per Purchase Manual of Nalco, Whenever in a tender, quantity is not splittable or not divisible, order shall be awarded on the L1 bidder, who may be MSE or Ancillary Unit or non MSE.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Pre Qualification Criteria (PQC) etc if any required:[1706332461.pdf](#)

Scope of Work:[1706332472.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1706332477.pdf](#)

Service Level Agreement (SLA):[1706332701.pdf](#)

Payment Terms:[1706332518.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1706332524.pdf](#)

Instruction To Bidder:[1706332554.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1706332591.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1706332651.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1706332663.pdf](#)

GEM Availability Report (GAR):[1706333131.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1706358297.pdf](#)

Custom Bid For Services - Engagement Of Man Power For The Pump Operation For 5th Stream Project Work Of Alumina Refinery At NALCO Damanjodi (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of man power for the pump Operation for 5th stream project work of Alumina Refinery at NALCO Damanjodi
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Hanuman Prasad Meena	763008,Central Stores. Alumina Refinery NALCO, Damanjodi,	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

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

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. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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 Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---