

TENDER No.:
CPP/T&C/GeM-139/MC-5406/NIT/2024/276

Page: 1 of 112

NOTICE INVITING TENDER (NIT)

RFP No:

CPP/T&C/GeM-139/MC-5406/NIT/2024/276

DATE: 06/09/2024

SUB:

MAN POWER ASSISTANCE FOR OPERATION OF SEWAGE TREATMENT PLANTS IN CPP FOR
THE YEAR 2024-2027

Sl.	Particulars	Annexure	Page
	PART-A		
	General Information		
1.	Company Information		6
2.	GeM		6
3.	Purpose of this NIT		6
4.	Bidding Process		6-7
5.	Bid Evaluation		8
6.	Ordering		8
7.	General Conditions		8
	Instruction to Bidders	Annexure-A1	9-27
1.	Scope of work		9
2.	Pre-Qualification Criteria (PQC)		9
3.	Litigation History		10
4.	E.M.D (Earnest Money Deposit)		10-11
5.	Bank Guarantee		12
6.	Order of precedence of contract documents		12
7.	Mode, Submission, Receipt and Opening of Tender		13-14
8.	Evaluation of Bids		14-15
9.	Acceptance of Tender		15
10.	Contract Period		15
11.	Occupational Health & Safety Management System		15-16
12.	Environmental Requirements		16
13.	Energy Management System (ISO 50001)		16
14.	Secrecy Terms		16
15.	Execution of Contract Agreement		17
16.	Supervision		17
17.	Payment of Wages to Engaged Labour at Site		17
18.	Labour Laws		17-18
19.	Gate pass & Security		18
20.	Material, Tools & Tackles		19
21.	Energy/Water/Ground/Building Premises		19-20
22.	Quantity & Rate		21-22
23.	Quality of Work		22
24.	Performance Security		22
25.	Taxes & Duties		22-23
26.	Billing & Invoicing		23-24
27.	Payment Terms		24-25
28.	Price Variation for Labour		25
29.	Price Variation for Fuel		25
30.	Defect Liability Period (DLP)		25-26

TENDER No.:
CPP/T&C/GeM-139/MC-5406/NIT/2024/276

Page: 3 of 112

31.	Contractor's obligations and Penalty		26
32.	Recovery towards Compensation for delay		26
33.	Blacklisting/Banning/Suspension/Delisting/Holiday List		26-28
34.	Termination of Contract		28
35.	Arbitration		28
36.	Contract Closure		28
37.	Energy management system		28
38.	Mandatory guideline for saving energy		28-29
39.	Energy Policy		29
40.	Owner's Right to Accept or Reject a Bid		29
41.	Safety guidelines	Annexure-A2	30-31
42.	PPE Matrix/Requirements	Annexure-A3	32-35
43.	Environmental policy	Annexure-A4	36
44.	OHS Policy & Quality Policy, Guiding Principles and Commitment	Annexure-A5	37-38
45.	Social Accountability (SA) / Energy policy	Annexure-A6	39
46.	General Environment Requirement / Minimum safety equipment	Annexure-A7	40
47.	General Guideline to bidder on Reverse Auction	Annexure-A8	41-42
48.	Proposed site organization		43
49.	Compliance to Integrity pact		43-44
50.	Compliance to PPP-MII Order 2017(Amended on 16.09.2020)	Annexure-A9	45-47
51.	Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	Annexure-A10	48-50
	PART-B		51
	Contract Specific information		
1.	Contract details & PQC (Technical / Financial)	Annexure-B1	52-55
2.	Scope of Work (SOW)	Annexure-B2	56
3.	Special Conditions of Contract (SCC)	Annexure-B3	57
4.	Price Bid (Quantity & Rate Schedule)	Annexure-B4	58
5.	Minimum Wages of Contract & List of PPE	Annexure-B5	59&60
	PART-C		61
	Formats for contract execution		
1.	Forwarding letter and Undertaking	Annexure-C1	62
2.	Mandatory information of the bidder	Annexure-C2	63
3.	Deviation statement	Annexure-C3	64
4.	Declaration by bidder	Annexure-C4	65
5.	Undertaking on downloaded tender	Annexure-C5	66
6.	Detailed work order execution statistics	Annexure-C6	67
7.	Financial details of Turnover/Networth	Annexure-C7	68
8.	Details of present commitments	Annexure-C8	69
9.	Tax invoice	Annexure-C9	70
10.	Bank Mandate for e-Payment	Annexure-C10	71
11.	Indemnity Bond – FIM	Annexure-C11	72-73
12.	Bank Guarantee E.M.D (Earnest Money Deposit)	Annexure-C12	74-75

PART –A

General information

ANNEXURE-A

1. Company Information

- 1.1. National Aluminum Company Limited (NALCO), incorporated in 1981, is a premier Navaratna Public Sector Enterprise under administrative control of Ministry of Mines of Govt. of India in the field of Alumina/Aluminium having integrated multi-locational facility of Bauxite Mining, Alumina Refining, Aluminum Smelter, Power Generation and Port. NALCO has one of the major Aluminum production facilities consisting of Bauxite Mines, Alumina Refinery, Aluminium Smelter and Captive Power Plant, all located in the state of Odisha.
- 1.2. More details on NALCO can be viewed on company's website www.nalcoindia.com

2. E-Procurement through GeM

- 2.2 The bidder wishes to participate in the published tender should have his firm registered in the GeM portal. Accordingly, bidder should do the registration in the tender site <http://gem.gov.in> using the option available.
- 2.2 Reverse Auction:- In case of Reverse auction tendering, the Date, time and quantum of decremental value will be **as per the provisions of GeM Portal.** The bidder should take a note of it and see the **other** details as per **Annexure-A8.**

3. Purpose of this NIT

- 3.1. CPP- NALCO invites **digitally signed / physically signed** online bids under LTE/SINGLE PART GeM system.
- 3.2. **The Salient features of the Tender are as detailed in F-02 Form (Annexure-B1).**

4. Bidding Process

- 4.1 The entire set of Tender document needs to be uploaded and **digitally signed / physically signed** in GeM Portal (www.gem.gov.in) along with bid submission conformation page from GeM System Government of India, before the scheduled time of bid submission.
- 4.2 Bids will be received up to last date and time specified or extended bid due date, as the case may be through e-tendering at (www.gem.gov.in).
- 4.3 NALCO shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, and other expenses incurred during bidding process.
- 4.4 The bidders are advised to submit the tender document online well in advance before the prescribed time to avoid any last-minute hitch / problem.
- 4.5 After the bid submission, the acknowledgement number generated by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the tender.
- 4.6 Further, bid shall be evaluated based on documents furnished. So bidder must ensure that all relevant documents are furnished at the time of submission of offer.
- 4.7 This NIT is in three parts .The part -A is mainly General information and instructions to bidder, Part- B is about the contract details and Part-C consists of various forms ,agreement formats, declarations etc. The bidder should go through full NIT before filling.
- 4.8 The bidder should go through '**Annexure-A1**' i.e. instructions to the bidders prior to bidding.
- 4.9 **Bidders are required to submit the hard copy of the followings in a sealed envelope and should reach General Manager (T&C) Tender & Contract Department, CPP, NALCO, Angul-759145 (Odisha) by Speed Post/By Hand before the due date & time of bid opening.**
 - 4.9.1 EMD and Cancelled Cheque (all in original). Copy of all these documents are also required to be uploaded in GeM Portal along with Bid documents.

4.9.2 EMD is a pre-requisite other-wise the Tender will be normally rejected. However the Public Sectors, Government agencies and the Firms registered with DGS&D/NSIC /District Industries Centers(DICs) / Khadi & Village Industries Commission(KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises ,others for which specific exemption has been granted by NALCO such as Ancillary Industries etc and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India are exempted from payment of EMD. If the bidder desires the bidder may submit attested copy of certificate such as NSIC / MSME /other category mentioned above (for the service /work for which they are registered) for claiming EMD exemption .

For tendering in GEM portal, EMD exemption shall be considered for sellers / service provider having annual turnover of INR 500 crore or more, at least in one of the past three completed financial year(s), as per General Terms & Conditions (GTC) of GEM portal. However, bidder must submit the valid supporting document for the exemption.

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.

4.9.3 Affidavit in Original towards Litigation History duly signed after the NIT publication date.

4.10 Clarifications, if any, regarding this tender can be obtained from the undersigned **through mail or phone no. at Pg-8 of**

112

before the TSD

- 4.11 After downloading / getting the tender schedules, the bidder should go through them carefully and then submit the documents as asked. **If there are any clarifications, they may refer online through the tender site, or through the contact details.** Bidder should consider the corrigendum published before submitting the bids online. Bidders in their own interest should get ready in advance to submit the bid documents as indicated in the tender schedule. These documents should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.
- 4.12 Bidder should clearly fill up the PQC Technical (Detailed work order and execution statistics) (~~Annexure-C6~~) and Details of present commitments of the tenderer (~~Annexure-C8~~) for his offer evaluation. Suppression of credential / facts may lead to penal action as per procedure.
- 4.13 It is mandatory for the bidder to fill up the Annexure-A9 (Preference to Make in India 2017), Annexure-A10 (Restrictions under Rule 144 (xi) of GFR 2017), Annexure-C19 and Annexure-C20 (regarding declaration of the relatives in Nalco) and Annexure-C3 (Deviation statement to the tender terms and conditions) and Annexure-C4 (Declaration by the bidder) while submitting the offer.
- 4.14 Bidder should check his mail and GeM portal for any information regarding tender from time to time.
- 4.15 In case any specific adverse report is found against any bidder during enquiry about the statement made / credential submitted along with the offer documents in respect of capabilities, spare capacities, performance, completion certificates and criminal background of the bidder, the offer submitted by such bidder shall be rejected and penal action as deemed fit may be initiated.
- 4.16 If the bidder submits the bid in manual form (if permitted categorically in the tender), he should have already registered in the tender site and he shall have to mention the registration ID in the bid submitted otherwise his tender will not be considered.
- 4.17 Nalco reserve the right to seek any document / information at later stage in respect of evaluation of bid which the bidder must submit failing which the bid may be rejected.

5 Bid Evaluation

5.1 Evaluation will be done strictly in line with the facilities available under government website www.gem.gov.in i.e. based on documents uploaded by the bidder as per PQC. In case of non-compliance to the PQC requirement, i.e. any shortfall documents arise out of submitted technical as well as commercial credential submitted within tender submission date, bidders will be given only one chance under GeM to upload shortfall documents within a stipulated date. No new documents would be called up as part of PQC experience documents.

5.2 The technical acceptability will be strictly as per matching of PQC with submitted work credential by the bidder

5.3 In case any specific adverse report is received against any bidder and proved to be correct after enquiry about the statement made / credential submitted along with the offer documents in respect of capabilities, spare capacities, performance, completion certificates and criminal background of the bidder, the offer submitted by such bidder shall be rejected and penal action as deemed fit may be initiated.

5.4 Concurrent commitment: - The concurrent commitments of bidder on various jobs under execution by the bidder will be considered to assess the spare capacity available with the bidder. The bidder must confirm that they have disclosed all the works being executed by them in the offer. 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. **Suppression of fact /data regard to jobs under execution will be considered as gross violation and rejection of bid including penal action such as banning/ blacklisting, as deemed fit.**

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

Concurrent Commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date **of submission**, 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 cutoff 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.

5.5 In-house information for assessment of capability of bidder and their performance on jobs completed / in progress at NALCO shall be considered for evaluation purpose. In case of poor performance, the offer from such bidders shall not be evaluated.

5.6 Nalco reserve the right to seek any document information at later stage in respect of evaluation of bid which the bidder has to submit failing which the bid may be rejected.

5.7 In case the Bidder submits the work experience as a sub-contractor (of the Main contractor), approval from the Principal agency/Client, for the engagement as Sub-Contractor of the Main Contractor, needs to be submitted along with Bid.

6 Ordering

6.1 On selection of Vendor for award of work, necessary internal approval processes will be completed, and during the said process, the Vendor Master data will be cross checked with documents like PAN Registration Certificate, GST Registration Certificate, Signed & Cancelled Cheque (with Name, Account No and IFSC Code printed on the Cheque) duly authenticated by the Vendor and attached to ANNEXURE- C10.

6.2 In normal circumstances the party in whose favor the work is awarded shall be issued with LOI. The party shall have to enter into an agreement in writing on non-judicial stamp paper of appropriate value as laid down in the GCC. The agreement normally consists of LOI, BOQ at the accepted rate, complete bid document, Schedule of Agreed Variation (if any) etc. The documents such as, correspondences, minutes of meeting, (if held with the party) etc. shall also form part of the contract agreement if required. On execution of Agreement a Detailed Order will be issued.

7 **General Conditions of Contract (GCC)** will be a part of the NIT.

Designation - Rajesh Sarkar, Dy General Manager (Ceramic)

Tender Inviting Authority

Tender & Contract Dept., CPP

Ph. No. 9437003807

Email: rajesh.sarkar@nalcoindia.co.in

ANNEXURE-A1

INSTRUCTIONS TO BIDDERS

SMELTER / CPP of National Aluminium Company Ltd (NALCO) is situated on NH-55 at approximately 6 KM away from ANGUL (District head quarter) and 5 KM away from Banarpal in Angul district of state of Odisha, connecting between Cuttack and Sambalpur.

1.0 SCOPE OF WORK:

The scope of work shall be as detailed is enclosed at **Annexure-B2**. The work shall be carried out as per direction of Engineer-in-charge/Manager-in-charge subject to special condition of contract given in **Annexure-B3**.

2.0 PRE QUALIFICATION CRITERIA (PQC)

2.1 Single part Tender will be evaluated on the basis of price bids only. Hence, bidder should not take any technical/commercial deviations, otherwise their offer will be liable for rejection. For other type of tenders, wherever techno-commercial evaluation is to be done first, the bidders are required to submit documentary evidences for technical experience and financial capabilities as part of Pre-Qualification Criteria (PQC).

2.2 It may be noted that the details of documents submitted in support of the PQC for Technical & Financial capabilities are to be specified in following formats. If no references are found in the stated Annexures and the bidder gets disqualified, non-cognizance of such documents by NALCO, even if attached somewhere else as part of bid documents, will not be seen as a deficiency in proper evaluation of such documents. Hence, bidders may ensure that such documents are invariably referred in the below-mentioned Annexures.

2.2.1 Technical/Experience Criteria: **Annexure-C6**

2.2.2 Financial Criteria : **Annexure-C7**

2.2.3 The bidder should possess independent EPF, ESI, PAN & PAN based GST registration certificates respectively from the concerned Regional Provident Fund Commissioner for PF, Independent Account Code from concerned Regional Director ESIC for ESI, Direct Tax Authorities for PAN and Indirect Tax Authorities for GST, as applicable.

2.2.4 Litigation history for criminal background: **Annexure-C22**

2.2.5 The concurrent commitments of bidder on various jobs under execution by the bidder will be taken into account to **assess** the spare capacity available with the bidder. Bidders are required to fill **Annexure-C8** for calculation at our end. **Suppression of fact and figures will liable to cancellation of bid and penal action as per rule.**

Note: While making the online payment, the Tender Number may be mentioned in the text field of the transaction.——

Incase EMD amount is Rs.1.25 lakhs or more, EMD in the form of Bank Guarantee in prescribed format from NALCO approved Bankers (**Annexure-C17**) shall also be accepted. The original BG is to be submitted along with bid as indicated in the NIT.

- 4.3** Bids without EMD will be rejected. However, the Public Sectors, Government agencies and the Firms registered with NSIC/MSME , and others such as Ancillary Industries etc. for which specific exemption has been granted by NALCO may be considered for exemption from EMD subject to submission of attested documentary evidence in support of the same in sealed envelope as stipulated in NIT.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).

For tendering in GEM portal, EMD exemption shall be considered for sellers / service provider having annual turnover of INR 500 crore or more, at least in one of the past three completed financial year(s), as per General Terms & Conditions (GTC) of GEM portal. However, bidder must submit the valid supporting document for the exemption.

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.

- 4.4** EMD of unsuccessful bidders will be refunded within 15 days of finalization of contract for single part bid tender and within 15 days of acceptance of techno-commercial offers by the Competent Authority in case of two-part bid tender.
- 4.5** The EMD shall be forfeited without any notice on any of the following situations.
- 4.5.1** On withdrawal of offer after expiry of submission date & time of bid offered.
 - 4.5.2** If the bidder does not submit the agreement prior to effective date mentioned in the Service Purchase Order/LOA/LOI considering the criteria of Clause No. 15.0 of this **Annexure-A1**.
 - 4.5.3** If the work is not commenced from the effective date of Service Purchase Order, after award of the work.
 - 4.5.4** At any point of time if it is found that the party has submitted any false declaration in his offer.
 - 4.5.5** If the bidder modifies its bid after the opening of the bids without written instruction from NALCO.

5.0 BANK GUARANTEES: -

- 5.1 The vendor may submit Bank Guarantee against Performance Security, Free Issue Material (FIMBG), Advance BG (ADVBG) and Contract Cum Performance Guarantee (CPBG) where ever applicable.
- 5.2 The BG in prescribed format (Annexure-C11 to Annexure-C16) should be issued by approved Banks listed at Annexure-C17 having its branch at Angul/Bhubaneswar and the BG should be registered in Structured Financial Messaging System (SFMS) for BG Conformation and Lodging of claim. Place of Encashment may be limited to Angul/Bhubaneswar only.
- 5.3 The original EMD BG should be sent by the Bank directly in the address of Tender Inviting Authority (TIA) and for other BGs to EIC/MIC mentioned in the Work Order through Registered/Speed Post with AD. It may be noted that the BG Format requires mentioning of the address, Phone, Fax no. and email ID of the issuing Bank. On receipt of Original BG, it will be forwarded to Finance by EIC/MIC through Inter Office Memo (IOM).
- 5.4 Each BG contains a start date, expiry date and claim date. The validity of BG (Start date to expiry date) should cover the Tender/Contractual execution period. A further claim period of 3 months is required to lodge a claim for extension/encashment of BG if necessary. Therefore, the claim date should be 3 months beyond the expiry date. If a consolidated BG is provided including claim period, 3 months will be considered as claim period and accordingly BG extension should be provided to cover Tender/Contract requirement.
- 5.5 BG extension whenever required should ideally be provided 15 days prior to Expiry date from the same Banker against the Original BG with reference to the Tender/Contract. However, in specific cases if a new BG from a different bank is provided against the Original BG the subsequent BG should also cover the obligations under original BG period. The subsequent banker has to give an undertaking in this regard in their BG forwarding letter in letter head.

6.0 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

- 6.1 The documents as stated below shall constitute the integral part of Contract Documents. In the event of any ambiguity or conflict between the Contracts documents as given below, the order of precedence shall be the order in which they are listed. All documents forming part of this tender are intended to be correlative, complimentary and mutually explanatory. The tender documents should be read by the bidder as a whole before bidding the tender.
 - 6.1.1 Conditions of Integrity Pact.
 - 6.1.2 Bill of Quantity.
 - 6.1.3 Scope of Work/Technical Specifications.
 - 6.1.4 Drawings if any.
 - 6.1.5 Special Conditions of Contract.
 - 6.1.6 Instruction to bidders/NIT.
 - 6.1.7 General Conditions of Contract (GCC).
 - 6.1.8 Relevant Indian Standards.
- 6.2 If any varying of conflicting situation arises in any of the document forming part of the Contract, NALCO's decision with regard to intention/interpretation of the document and the decision shall be final and binding on the parties.

7.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:

- 7.1 Corrigendum and/or Clarification, if any issued for the NIT shall form part of the Tender Documents. Corrigendum and/or Clarifications will be hosted on the web-site www.gem.gov.in and no separate intimation will be given to the bidders or released in the press. Bidders are requested to visit the web-sites from time to time to note the Corrigendum and/or Clarifications before submission of their bid. NALCO shall not be responsible if any bidder omits to notice any Corrigendum and/or Clarifications and make necessary change if required in their submitted final bid.
- 7.2 Telex/ Telegraphic/ Fax/ E-mail bids shall not be accepted.
- 7.3 Before submission of the bid, the bidders are requested to read the bid document carefully to make themselves fully conversant with the GCC, Special Conditions of Contract and Conditions of bidding, Specific conditions, technical Specifications and bid drawings if any. The bidder should visit site and get familiarized with the site conditions so that, no ambiguity may arise in these respects, subsequent to submission of the bids.
- 7.4 Nalco's General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) if any shall form part of this contract. The tenderer is advised to go through the same either in the office of the Tender Inviting Authority during office hours to seek clarification if any, or may refer to NALCO web site and get them-selves satisfied 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 same.
- 7.5 The forwarding letter / covering letters & information is to be included in the offer. The instruction given in the checklist of single part / two-part bids must be strictly complied.
- 7.6 Tenders are to be uploaded in the GeM web site www.gem.gov.in on or before time & date specified at Sl. No. 5.0 of F-02 form of Contract Details, **Annexure-B1**. The PART-I bids in case of two-part tendering and Single part bid in case of LTE shall be opened at the time & date specified at Sl. No. 6.0 of F-02 form of Contract Details, **Annexure-B1**.
- 7.7 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 through www.gem.gov.in website.
- 7.8 Bidders are advised to submit complete set of Tender documents along with ANNEXURE-B4 & ANNEXURE-C3 etc. under GeM Portal in the Online Mode. Price Bid shall also be uploaded online only.
- 7.9 All the supporting documents to meet the PQC need to be uploaded with the offer after attesting them by a gazette officer or notary public and are required to sign each page by the bidder or by their authorized representative. The hard copy of these PQC compliant documents should reach the office of the Tender Inviting Authority before the due date & time of bid opening.
- 7.10 **As per Manual for Procurement of Works 2019 Ministry of Finance Department of Expenditure 5.4.5 Normally no post bid clarification at the initiative of bidder shall be entertained. The shortfall information /documents if any may be sought only in case of historical documents which pre- existed at the time of tender opening and which have not undergone change since then. So far as the submission of documents is concerned after submission of the tender, Nalco may ask and consider, only related shortfall documents. For example, if the bidder has submitted a contract without its completion / performance certificate / annual turnover, the certificate can be asked for and considered. However, no new contract will be asked further so as to qualify the bidder. No post-bid clarification at the initiative of the bidder shall be entertained. Hence bidders are required to take due care to upload all relevant work credentials available with them in order to avoid rejection.**

- 7.11 Deviations of any form are not acceptable. In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet (**Annexure-C3**) only, along with the tender document. Please be informed that only deviation mentioned in Annexure-C3 will be considered for further evaluation. Deviations at any other place will not be considered. Deviations in LTE single part will not be considered in any case and the bids will be rejected.
- 7.12 Deviation(s) listed at any other place of the tender 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.
- 7.13 In case of withdrawal of deviations to NIT specification, if any bidder insists for revision in price before opening of price bid and Nalco agrees for the same, the submission of price implication shall be in offline mode from the bidder in a sealed envelope by hand/password protected file through e-mail within a stipulated time.
- 7.14 NALCO reserves the right to defer the date of tender opening in case the response is considered inadequate or due to any other reasons. In such event, the bidders shall be intimated the next date of opening subsequently.
- 7.15 The bidder shall ensure submission of complete information / documents in the first instant itself. NALCO reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.
- 7.16 All the pages of GCC duly signed & stamped by authorized signatory should be submitted along with the agreement / offer. In case of online offers, the copy of GCC is to be uploaded with the offer after **digitally signed / physically signed** by the bidder.
- 7.17 Declaration regarding Relationship with Board of Directors and Employees of Nalco: The contractors must furnish certificate as mentioned in **Annexure-C19** & **Annexure-C20** enclosed, disclosing in detail about their relatives in Nalco. Suppression of this information in any form if detected at any stage will lead to disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may also be banned from participation in future tenders.
- 7.18 Owner's Right to Accept or Reject a Bid: 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.

8.0 EVALUATION OF BIDS:

- 8.1 The price bids of the techno-commercially qualified bids in case of two-part bid system & bids in case of single part bidding shall be evaluated as per the note of "Quantity & Rate Schedule" (**Annexure-B4**) in the excel format available in the GeM site.
- 8.2 In case there is a tie in L-1 position, the concerned bidders may be called to offer maximum possible discount on their quoted rates/revised rate in sealed envelope in order to decide the L-1 bidder among the considered bids.
- 8.3 In case "tie" of price bids, even after application of clause 8.2 above, the following criteria shall prevail in the given order.
 - 8.3.1 Bidder having highest average turnover during last three years shall be preferred. Average Annual Turnover shall be decided based on audited profit and loss account submitted by the bidder for the last three financial years.
 - 8.3.2 The contractor executing the same contract satisfactorily will be preferred.
 - 8.3.3 The contractor of the previous contract, who has executed the same work satisfactorily, will be preferred.
- 8.4 In case of tie for L2 or other positions and L1 price matching is to be made for splitting of the job as per NIT condition, then L2, L3 etc positions shall be determined by applying criteria at sl. no. 8.3 above.
- 8.5 **Where the tender is being finalized through GeM Portal, as per GTC applicable for GeM procurement, if multiple L-1 bidders have quoted the lowest allowed price for the tendered**

service (i.e. TIE cases), NALCO shall place the contract by selection of resultant bidder amongst the L-1 bidders through a random algorithm executed by GeM system. This will supersede Clause No. 8.2 to 8.4 as above.

9.0 ACCEPTANCE OF TENDER:

- 9.1 NALCO reserves the right to reject or accept any or all the offers in full or part, split the work, reduce or increase the quantity, without assigning any reason thereof.
- 9.2 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 No: 9 of General conditions of contract.
- 9.3 Validity of Offer: - The validity of the offers submitted by the bidders shall be as per F-02 Form i.e. Contract Details in **Annexure-B1**. In case the validity of offers expires during the processing of the case, all the bidders / 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.
- 9.4 Bidders may note that, Brief Order / Letter of Intent / Fax of Intent / Service Purchase Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOI / FOI / Service Purchase Order duly signed by them or their authorized representative as a token of receipt of the same within seven days of issue of the same for our records. In case of no communication of the same is received within the stipulated time from their end, it will be presumed that the party has received the Brief Order / Letter of Intent / Fax of Intent / Service Purchase Order.
- 9.5 Any communication such as Letter, BO, LOI, FOI, SPO etc. shall be communicated to the Bidder through Registered post/ Speed post/ Fax/ Hand delivery/ By mail registered with Nalco. Any communication through any one or more of above modes shall be valid and binding on the Bidder.

10.0 CONTRACT PERIOD:

- 10.1 Timely completion is the essence of the Contract. The contract period for this work shall be as mentioned in Sl no:3 of F-02 form (**Annexure-B1**) of contract details and shall be applicable from the effective date as mentioned in the service purchase order/LOI. Time period of completion" of individual items/activities may be decided jointly by Manager-In-Charge and contractor, which shall be adhered to by the contractor.

11.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM:

- 11.1 **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 labours / 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 & safety clearance from the safety officer.
- 11.2 All lifting/handling tools & tackles deployed by the contractor should have been load-tested as per the prevailing rules & regulations. Mobile equipments such as Truck, Tractors, Tippers, Dumpers etc. shall have valid fitness certificate with due insurance required as per the prevailing rules & regulations. Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed the permitted laden weight as certified by registering authority for the respective vehicles.
- 11.3 Personal Protective Equipment (PPE): The contractor shall have to provide all the necessary PPE to the workmen engaged by them as per the requirement, area wise as mentioned in the PPE format. 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. PPEs can be got issued from NALCO on request with recovery of purchase cost, plus administrative charge @25% of Procurement cost as penalty plus GST on administrative charges as applicable. (**Annexure-A3**).
- 11.4 The contractor, before starting the work, shall collect a copy of the **safety manual** from Safety Department and shall abide by all instructions mentioned therein.
- 11.5 The contractor shall be responsible to promote awareness on the OSHAS requirements among the workmen engaged by them for the subject job and ensure adherence to sound OSHAS related practices as detailed in the "**Occupation Health & Safety Policy**" enclosed herewith. The contractor shall be responsible for abiding by all the applicable provisions of safety code of

contractors which is available in the NALCO web site. The contractor shall contact Safety Dept. for getting necessary advice/compliances as required.

Medical Checkup of Workmen: 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.

12.0 ENVIRONMENTAL REQUIREMENTS:

- 12.1** 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 "**General Environmental Requirement & Environmental Policy**" enclosed at **Annexure-A7**.
- 12.2** The contractor shall remove all the waste/debris generated during the work on each occasion & dispose off to a place identified by Manager-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 expenses incurred plus administrative charge @25% of the expenses incurred as penalty plus GST on administrative charges as applicable from the contractor.

13.0 ENERGY MANAGEMENT SYSTEM (ISO 50001):

- 13.1** The Energy Policy of NALCO is attached (**Annexure-A6**). The Service Provider needs to comply all the requirements of the Policy in consultation with the Manager-in-Charge of the contract.
- 13.2** Mandatory guidelines for saving any form of energy: Energy is lifeline of an Organization and SMELTER / CPP, NALCO is implementing Energy Management Systems (EnMS) – ISO 50001 in all activities. The contractual service providers are advised to train his workmen for practicing the following "Dos & Don'ts" while executing the assigned work at site.

WHAT TO DO?	WHAT NOT TO DO?
1. Use compressed air for instrument cleaning if advised by NALCO	1. Never open any compressed air for body / dress/ vehicle cleaning.
2. Close water line valves if they are in open condition	2. Never allow any water line in open condition.
3. Use water for instrument equipment cleaning if advised by NALCO	3. Never use any water line of the plant for cleaning of bicycles / vehicles.
4. Use LPG for cooking if at all required	4. Never use any electrical heater for cooking or room heating.
5. Switch off lights/ fans in day time when not required	5. Never waste electricity in any way.
6. Touch only that part of equipment for which you are authorized by the Engr. I/C	6. Never touch any isolators / switches of any equipment.
7. Handle coke, pitch, oil (FO, HSD, LDO) & LPG with due care as they are costly.	7. Never waste any quantity coke, pitch, oil (FO, HSD, LDO) & LPG a drop of any types of oil.

14.0 SECRECY TERMS: -

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

15.0 EXECUTION OF CONTRACT AGREEMENT:

- 15.1 The contractor shall have to execute an agreement on **Rs.50/-** non-judicial stamp paper to be purchased from any stamp vendor under the jurisdiction of the Orissa High Court, in the specific format (**Annexure-C23**). Issuing authority of work order shall sign the agreement on behalf of NALCO. The agreement shall not be required to be executed for work orders of value less than or equal to **Rs.1,00,000/-**.
- 15.2 The agreement should be submitted to T&C Department, within **10 days** of issuance of LOA/LOI or at least 10 days prior to effective date mentioned in the Service Purchase Order.
- 15.3 Contract Agreement is mandatory before starting of work. EIC/MIC will ensure before Gate Pass is issued.
- 15.4 No bill shall be payable unless the agreement is signed, if signing of agreement is applicable

16.0 SUPERVISION:

- 16.1 The contractor shall have to work as per direction of the Manager-in-charge and shall report to him daily regarding day-to-day progress. The contractor shall give full access to the Manager-in-charge / authorized representative of NALCO to inspect day-to-day work executed by the contractor. Besides, the Contractor will take full responsibility to ensure proper workmanship, good quality of work and supervision during the contract period without any additional cost.
- 16.2 Under prevailing statute, the supervision should be carried out by a capable competent person.

17.0 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:

- 17.1 Payment of wages to the labour employed by the contractor shall be as per the Central Government notification fixing minimum wages for different categories of labour in Central Public Enterprises from time to time plus an additional element as indicated below (as a part of wages).The contractor shall have to make labour payment accordingly, along with applicable statutory benefits. Therefore, the contractor must quote their rates considering the labour rates indicated at **Annexure-B5**.
- 17.2 The contractor has to ensure payment of minimum bonus @ 8.33% on the notified minimum wages for each category including the additional elements but excluding canteen subsidy (Considering minimum salary as Rs.7000/- per month) to all his workmen engaged in the contract annually.
- 17.3 As per statutory provisions, contractors will have to pay the monthly wages of contract labourers latest by 10th of subsequent month as well as deposit the statutory contributions within due date. In case of failure to do so, NALCO as principal employer will pay wages/release the payments to the concerned labourers at any time after the 10th of subsequent month without any further intimation.
- 17.4 If the date of payment is beyond 10th of subsequent month or there is direct payment, Nalco reserves the right to recover up to 25% as administrative charge on the amount of labor payment plus GST on administrative charges in the RA/Final Bill.
- 17.5 The contractor failing to make payment of labour wages as per applicable Law, may be debarred / banned for conducting future business with NALCO.

18.0 LABOUR LAWS:

- 18.1 The successful bidder shall abide by all applicable statutory provisions in respect of workmen deployed by him to the satisfaction of Central & State Government Authority. The contractor shall comply with the provisions of all statutes and amendments thereof at their cost for different legislations as under. The contractor shall have to abide by and comply with any Modification/ Change/ Amendment to the existing laws or introduction of any new law relating to the work and rules framed there under from time to time. The list is indicative and not exhaustive.
 - 18.1.1 Building & other Construction Workers (RE & CS) Act 1996
 - 18.1.2 Child Labor (Prohibition & Regulation) Act 1986,
 - 18.1.3 Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
 - 18.1.4 Employees' State Insurance Act, 1948.

- 18.1.5 Factories Act, 1948
- 18.1.6 Industrial Dispute Act 1947,
- 18.1.7 The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1976
- 18.1.8 The Maternity Benefit Act 1961
- 18.1.9 Minimum wages Act 1948.
- 18.1.10 Payment of Wages Act 1936,
- 18.1.11 Payment of Bonus Act 1965,
- 18.1.12 Payment of Gratuity Act, 1972
- 18.1.13 Employees' Compensation Act 1923.
- 18.1.14 Contract Labour (R&A Act, 1970)

19.0 GATE PASS & SECURITY:

- 19.1 Normally before starting of work, EIC/MIC will ensure that Contract Agreement is signed otherwise, Gate Pass should not be allowed. Therefore, the contractor shall have to produce the Contract Agreement and arrange valid gate pass for the labour/ workers engaged by him in order to enter into the factory premises if the work is to be executed inside the plant. (Refer Form No: F-02 of Sl. No- 15 at Annexure-B1).
- 19.2 **Issue & Use of Electronic ID Card:** All the contract workers will be provided with electronic entry/exit pass by CISF before mobilization of site/commencement of work by the contractor. All contract workers shall use this ID/Punch cards for making entry into /exit from the plant. After expiry of the contract, ID/Punch card will be surrendered by the workers at the time of closure of contract through the contractor. In case of loss /missing of ID/Punch card, contractor has to deposit Rs. 200/- per card in the cash counter of NALCO for issue of fresh identity card. Incase of discontinuation of job by the workers, the cards will be surrendered to the CISF under intimation to unit HRD.
- 19.3 Attendance of contractor's workers will be regulated through biometric punching systems. In case of discrepancy, decision of EIC/MIC will be Final & Binding on the contractor.
- 19.4 **Use of Online Contract Labour Management System (CLMS):**
An online Contract Labour Management System (CLMS) has been launched across NALCO w.e.f. 01.07.2017. As per the portal architecture, every contractor employing contract labour in NALCO shall have to use this online portal for various activities like safety clearance, issue of gate pass, application for license in Form II, issue of certificate from Principal Employer (NALCO) in Form III for obtaining license from the Central Labour Department, preparation of monthly wage sheets, issue of wage slips, employment cards, preparation and filing of returns, maintenance of statutory registers etc. The contractors have to use the CLMS for entering relevant data about themselves and the labour engaged by them for getting the benefits of the system. Since the package has been developed as per the mandate given by the Management and is being closely monitored by the Ministry of Mines as an item on the DASHBOARD, use of the system is mandatory for the contractor.
- 19.5 **TIME OF WORK: The factory timings are as follows:**
'A' shift-6.00 AM to 2.00 PM, 'B' shift-2.00 PM to 10.00 PM, 'C' shift-10.00 PM to 6.00 AM,
'G' shift-8.00 AM to 5.00 PM (with 1.00 Hr lunch break from 1PM to 2PM)

20.0 MATERIAL TOOLS & TACKLES:

20.1 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 gas, D.A. gas, etc to execute the contract shall be in Contractor's scope and contractor must arrange these materials at their own cost unless mentioned otherwise in the tender documents attached herewith. Apart from the above any job /tender specific requirement of materials is indicated in special condition of contract.

20.2 **FREE ISSUE MATERIALS / CONSUMABLES:**

Unless mentioned otherwise in the attached tender documents, Argon Gas & Co₂ gas will be supplied by Nalco as Free Issue Item if required for the work executed inside plant. The contractor will do transportation from issue point to work site.

Issue of cement and steel as Free Issue shall be governed by clauses 52 to 54 of GCC unless mentioned otherwise in scope of work / special conditions / BOQ or elsewhere in this tender document subject to the followings:

20.2.1 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.

20.2.2 For the materials which are issued for outside plant boundary such as Ash Pond area , Intake Pump House , Lean Slurry area , Bidyut Nagar Colony , township, CISF Barrack etc, the contractor shall furnish Bank Guarantee equivalent to 20% of the value of material and indemnity bond equivalent to 80% value of materials being issued to the contractor.(Ref Sl no. 8.1 & 8.2 of Form F-02 (**Annexure-B1**) of Contact Details)

20.2.3 For materials taken out side plant to the vendor's shop, Bank Guarantee equivalent 100% of the value of the materials will be submitted by the vendor before taking out the materials.

20.2.4 The Indemnity bond and the Bank Guarantee shall remain valid till the material account is totally settled. The BG and Indemnity Bond shall be submitted in the prescribed format enclosed (Refer **Annexure-C15 & Annexure-C11**).

20.2.5 The materials drawn if any by the party as "free issue materials" from NALCO should be reconciled. The reconciliation statement of free issue items / materials should be submitted to the EIC/MIC for certification to be submitted along with RA Bill. The final reconciliation statement should be submitted along with final bill for release of final payment.

21.0 ENERGY/WATER/GROUND/BUILDING PREMISES:

21.1 Provision of Power/Water/Land/Building to Contractor's Works.

21.1.1 Lump Sum Turn Key (LSTK) Contracts- Electricity charges shall be billed @ Rs.4.30 /KWH on meter reading. Water charges will be billed on monthly basis by Estate department, @ Rs. 150.00 per month or part thereof. Ground/Building Premises inside plant will be provided without any rent. However Building premises provided inside Township will be on chargeable basis as per Rent Circular.

21.1.2 Other than LSTK Contracts : If Electricity and Water is required for the work to be executed, it 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 EIC/MIC. Ground/Building Premises will be provided without any rent.

21.1.3 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.

- 21.2 Power and Water Supply to Contractor's Establishment:** The following points shall be complied in addition to Nalco GCC Clause No. 2.3 for giving power supply to Contractors' Establishments:
- 21.2.1** Power and Water supply will be provided to the contractor to whom the permission has been granted by Estate Department to have establishment in the township/plant as per requirement. Ground/Building Premises inside plant will be provided without any rent. However Building premises provided inside Township will be on chargeable basis as per Rent Circular.
- 21.2.2** Contractor have to make all arrangements to receive power from designated panels by laying necessary cables and installing suitable distribution board. They have to apply to Estate department through the Engineer-in-Charge. The application will be made in prescribed format and a completion certificate by licensed electrical contractor will be enclosed. The representative of DGM (Elect) will inspect the installation and after getting their clearance, power supply will be charged. The individual establishments are to be maintained and managed by contractors as per IE rules.
- 21.2.3** At the time of charging of power supply, initial meter reading will be jointly noted by representatives of contractor, Estate Department and Electrical Department.
- 21.2.4** Every month, energy meter reading will be jointly taken by representatives of Estate Department and Electrical Department. Electricity Bill will be raised by Estate Department @ Rs.4.30 per KWH basing on the meter reading as per the prevailing rate. However, the rate is subject to revision time to time.
- 21.2.5** Water charges will be billed on monthly basis by Estate department, @ Rs. 150.00 per month or part thereof. However, the rate is subject to revision from time to time.
- 21.2.6** The contractor has to deposit Water & Electrical Charges on monthly basis. While processing any Final Bill relating to any work, the contractor has to submit clearance certificate from Estate Department covering period under Final Bill.
- 21.2.7** While processing final bill of the contractor they must enclose Disconnection Certificate from Estate Department for power/water supply connection or Certificate regarding Continuation of connection due to other valid contract with proper reference through concerned EIC & Estate Department.
- 21.2.8** The final bill will not be processed without compliance of the above. (Supporting document to be attached)
- 21.3** The contractor must 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. Besides with-holding of final bill, other penal action as per contract / Law as deemed fit may be initiated against the contractor.
- 21.4** Following penal actions shall be initiated against the unauthorized occupant;
- 21.4.1** Disconnection of power and water supply lines to be made,
- 21.4.2** Penal rent @ Rs.10,000/- per month Plus GST as applicable or part thereof towards the ground rent and 20 (twenty) times penal rent towards electricity and water charges shall be recovered,
- 21.4.3** Initiation of eviction proceedings in the Estate Court for outside Plant establishments

22.0 QUANTITY & RATE:

- 22.1** The quantity & rate schedule format is enclosed at **Annexure-B4**. Bidders are required to quote their rates in figures as well as words in the enclosed **Annexure-B4** only. In case of any discrepancy between rate in figures, words and amount quoted by the bidder, the relevant provision of GCC will apply to resolve the matter.
- 22.2** 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 abnormally low (un-workable), based on the rate approved by NALCO (**if applicable, refer clause no.1.1 (ii) of Annexure-B1**), the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect through email. The bidder must provide written clarification including detail price analysis of its bid price in relation to Scope, Scheduled, allocation of risks and responsibility, and any other requirement of the bid documents. However, if after evaluating the price analysis, NALCO determines that, the bidder has substantially failed to demonstrate its capability to delivered the contracts at the offered price, then NALCO may reject the bid / proposal. NALCO also reserved the right to award the job without seeking clarification or receiving clarification from the bidder about the price reasonability. In case of non-acceptance of work order, EMD furnished by the bidder shall be forfeited. **(CLAUSE NO. 22.2-NOT APPLICABLE, if Minimum workable offer is not applicable [Refer Caluse No.1.1 (ii) of Annexure-B1])**
- 22.3** Bidder shall quote in figures and in words for the rates tendered by him in the “Quantity & Rate Schedule” (**Annexure-B4**) forming part of the documents, in such a way that misinterpretation is not possible. The amount for each item shall be worked out and entered in the requisite column for all items.
- 22.4 Price bids must not contain any conditions stipulated by the bidders. Conditional price bids are liable for rejection.**
- 22.4.1** No discount over quoted rate / total amount should be mentioned separately in the offer.
- 22.4.2** No additional rate over quoted rate / total amount should be mentioned separately in the offer.
- 22.4.3** Bidders shall submit the details about engagement of Agents/ Middlemen/ Intermediary/ Consultants / Service Providers and payments proposed to them by the bidder and it should be a part of the present bid.
- 22.4.4** All corrections and alterations in the entries of tender document if any shall be signed in full by the bidder with date. No erasures and over writings are permissible.
- 22.4.5** Bidders are required to quote for all items of the “quantity and rate schedule” (**Annexure-B4**) otherwise the offer will be dealt as per rules of NALCO & may be rejected as an incomplete offer.
- 22.4.6** Bidders are required to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
- 22.4.7** Bidders are required to quote their rates up to two decimal places only. Decimal digits beyond two will be rounded off to two decimals for evaluation/placement of order.
- 22.5 Quantity Variation:**
- 22.5.1 Item rate contracts:** The Quantities mentioned in the schedule are approximate in nature and may vary by a wide margin within the contract value for which the contractor shall have no option but to execute the works, as per direction of the Manager-in-charge at the same rates, terms & conditions of the order. NALCO may negotiate the rate of items whose execution quantities is considered for increase during their execution, which will be agreed mutually. Payment shall be released to the contractor for the actual executed quantity only.

22.5.2 Lump sum/ Turnkey Contracts: In case of Lump sum/ Turn key (LSTK). Adjustment to the contract value due to such change in scope of work shall be governed by the provisions of GCC.

22.6 REVISED PRICE IMPLICATION:

22.6.1 In case of necessity due to post tender changes in specifications/scope of work / terms & conditions of NIT etc. before price bid opening, corrigendum shall be issued regarding the changes to all concerned techno-commercially qualified bidders and they shall be permitted to submit the corresponding price implication if any in offline mode in sealed envelope by hand/password protected file through e-mail within a stipulated time.

22.6.2 The price implication submitted in offline mode by the bidders (Refer Caluse 7.13 & 22.6.1) shall be opened and uploaded in GeM Portal before opening of original price bids. The evaluation will be done taking into account the original on-line price bid along with offline price implications.

22.6.3 In no case, bidder shall be allowed to submit revised price bid post bid submission date.

23.0 QUALITY OF WORK:

23.1 The contractor shall execute the job under their adequate supervision in accordance with the best engineering practices and the specification laid down in the enclosed Annexures. NALCO may inspect the work any time without notice to the contractor and may order re-execution of sub-standard work reserving the right to recover compensation in terms of GCC.

23.2 Inspection and test procedure given in the relevant clauses of the contract or BIS codes or other codes in practices as specified in the Scope of work / Special Conditions of Contract should be strictly followed.

23.3 Contractor shall use instruments calibrated in a Laboratory, accredited to NABL / Laboratory approved by the manufacturer for measurements/tests/inspection.

24.0 SECURITY DEPOSIT:

24.1 On receipt of the order, the successful bidder shall deposit with NALCO an amount, equivalent to 10% of the order value for value of contracts not exceeding **Rs. 1.0 crore**, 7.5% for the value of contracts over **Rs. 1.0 crore** up to **Rs. 5.0 crores**, and 5% of the value of contracts over **Rs. 5.0 crores** by the person(s), here in after called as contractor as Security Deposit within 21 days from the date of issue of Service Purchase Order/LOA/LOI. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.

Alternatively, Initial Security Deposit amounting to 2.5% of the contract value shall have to be deposited, within 21 days of receipt of Service Purchase Order /LOA/LOI by him. In this case, the balance amount of the security deposit shall be recovered through deductions from bills as indicated under Payment term .

In case the successful bidder fails to submit the ISD /SD, with in a period of 21 days from the date of issue of Service Purchase Order / LOI, the ISD amount along with a simple interest @12% per annum as penalty, applicable from the date of Service Purchase Order till the date of submission of ISD or submission of 1st RA bill, shall be recovered starting from 1st RA bill .

24.2 The contractor can submit the initial SD or total SD in the form of either bank draft or bank guarantee from any NALCO approved bank in the prescribed format {ref Annexure-C14}

24.3 The Earnest Money Deposited along with the tender, by the successful bidder, if any shall be adjusted towards security deposit / initial security deposit.

24.4 The performance security /SD will be released along with release of final bill if there is no DLP or on successful completion of the DLP, with certification of Manager-in charge / Engineer-in charge. The vendor has to claim such refund along with Final Bill or within 15 days from the closure of DLP as the case may be.

25.0 TAXES & DUTIES:

25.1 GOODS & SERVICES TAX (GST)

25.1.1 The Rates indicated in **Annexure-B4** are inclusive of all but exclusive of GST.

25.1.2 The contractor must provide GST No including copy of Registration Certificate.

25.1.3 The Trade Name in GST Certificate should match to the name in vendor code and name in the Cheque. The Legal name in the GST Certificate should match to Legal Name in the PAN. In case of a Company or a Firm all the names should be same. But in case of Sole Proprietorship, the Legal Name and Trade Name may be different.

- 25.1.4 The contractor should submit the GST Invoice as per the format **Annexure-C9** providing HSN / SAC Code (first 6 digits) and GSTIN of both Vendor and Nalco in the form of Business to Business (B to B) transaction.
- 25.1.5 As per Rule-46 of GST Act, the Serial Number of Tax Invoice should be maximum up to 16 digits, and should be unique for a Financial Year.
- 25.1.6 As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service.
- 25.1.7 Payment of GST is subject to compliance as stated in Payment Terms.
- 25.1.8 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST and other statutory provisions applicable to this work as a service provider either already enacted or to be enacted from time to time during contractual period.
- 25.1.9 NALCO reserves the right to recover any penalty and Interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of GST compliance by the service provider.
- 25.2 Anti-Profitereering Clause (Sec 171 of CGST Act) Applicable for Indian Bidders)**
- 25.2.1 If any new Tax/Taxes is introduced on sale of goods/service. Either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the Vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t. Input Tax benefit and reduction in Tax chargeable to Nalco w.r.t. Output Tax benefits in connection with goods and/or services provided.
- 25.2.2 If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.
- 25.2.3 The Vendor has to provide a declaration along with the Tender that they will abide by the requirements under CI 171 of CGST Act, 2017.
- 25.3 INCOME TAX:**
- 25.3.1 The contractor must provide PAN including copy of Registration Certificate.
- 25.3.2 Income Tax TDS as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- 25.3.3 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.
- 25.3.4 NALCO reserves the right to recover any penalty and interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.
- 25.3.5 Party has to provide the Copy of Income Tax Return for each of the Two previous Financial Years for which due date for filling of Income Tax Return has expired with self-certification is a mandatory requirement else suitable provisions of Act will be applicable.
- 25.4 CESS UNDER RE&CS ACT**
- Cess will be deducted as per Workers' (RE&CS) Act 1996 and as stated under payment terms.
- 25.5 ROYALTY CLEARANCE.**
- As per Mines and Minerals Act of Govt. of Orissa the contractor is required to pay royalty for various types of construction materials (minor minerals) used in the work. The royalty charges shall have to be deposited in the office of Tahsildar from whose jurisdiction the minerals have been lifted and submitted along with Final Bill.

26.0 BILLING & INVOICING:

- 26.1** Measurement of the work done, during a period, against a Contract is very much essential for correct accounting. This is more so necessary at the end of each financial year. Therefore the contractors are expected to stick to the periodic billing schedule as per the Order. The billing system followed in Nalco is called Running Account Bills (RA Bills) to be generated in prescribed format through ERP system based on measurement of work done during a period with

certification by Contractor and approval by EIC/MIC. RA Bills will be sequentially numbered and the last RA Bill will be called nth RA & Final Bill.

- 26.2** Period of raising RA Bill and GST Invoice will normally be 1 month unless otherwise specified in Special Condition of Contract (**Annexure-B3**). GST Invoice amount should always match to RA Bill / Final Bill amount.
- 26.3** The RA Bill (in duplicate) will be accompanied by
- 26.3.1** Joint Measurement Sheet signed by Contractor & EIC/MIC.
 - 26.3.2** R.A. Bill Form signed by Contractor & EIC/MIC.
 - 26.3.3** Human Resource Dept. (HRD) Clearance (if applicable)
 - 26.3.4** Safety Certificate in 1st RA Bill issued by Safety Dept
 - 26.3.5** Any other document required by EIC/MIC or as per directive from statutory authorities.
 - 26.3.6** Deviation statement once the executed value reaches 80% of the Order value.
- 26.4** Similarly, in addition to above the Final Bill (in quadruplicate) will be accompanied by
- 26.4.1** Material Reconciliation Statement for Free Issue Material, (if applicable)
 - 26.4.2** Stores Issue Voucher, Stores Return Voucher, Material Transfer Voucher if any.
 - 26.4.3** No claim certificate duly signed by the contractor. (**Annexure-C28**)
 - 26.4.4** No due certificate from suggested by MIC. (**Annexure-C28**)
 - 26.4.5** Work Completion certificate from EIC/MIC. (**Annexure-C29**)
 - 26.4.6** Deviation Statement
 - 26.4.7** Handing over / taking over certificate (wherever applicable)
 - 26.4.8** Satisfactory commissioning protocol (wherever applicable)
 - 26.4.9** Royalty clearance certificate (wherever applicable)
 - 26.4.10** Electrical License (if required)
 - 26.4.11** Dismantling of Temp Structure, Disconnection of Water/Elect. & Clearance of Charges.
Note: - Certificates not applicable to a particular work will be certified by the MIC.
 - 26.4.12** Anti-Profitteering Declaration Format.
 - 26.4.13** As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service. Therefore RA/Final Bill must be submitted within 15 days from the end of the billing period. Any delay more than 30 days from Completion of Work will be considered as a failure in contractual terms and the contract may be closed ex-parte on the basis of certification of measurement and amount payable/recoverable considering all recoveries into account by the EIC/MIC. Decision of EIC/MIC shall be final & binding on the contractor. Besides above, the contractor may be treated as dormant or non-responsive and may affect assignment of further business to the vendor.
- 26.5** Party has to provide the copy of the Income Tax Return for each of the two previous Financial Years for which due date of filling of Income Tax Return has expired with self-certification is mandatory along with each GST Tax Invoice else suitable provisions of Act will be applicable.
- 26.6** Vendor / Party categorised / 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 filling of ITR has expired, along with the Invoice / Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

27.0 PAYMENT TERMS:

- 27.1** The contractor will complete the measurement of work done for the billing period in consultation with EIC/MIC. They will process the RA Bill along with necessary documents as defined under "Billing & Invoicing" for release of payment. It will be processed for release of payment after deductions in compliance to different statutes and retentions as recommended by EIC/MIC. Amount payable will be subjected to further adjustments against outstanding receivables against the vendor if any. The net amount will be paid online through RTGS/NEFT/IMPS/Internet Banking or any other online facility provided by our banker. Charges if any levied by respective banks, is to be borne by respective parties.

- 27.2 If the contract value is Rs.20,000/- or less, full and final bill will be admitted.
- 27.3 Payment against RA Bill will be considered only when the remaining period of the contract is not less than Billing Period defined in the contract or the remaining value of contract is not less than average periodic value executed up to previous RA Bill. In case the remaining period of contract is less than the billing period or the remaining value of contract is less than average periodic value executed up to previous RA Bill, specific declarations that “Final Bill will be submitted in time” will be sought from the contractor with certification by EIC/MIC before processing of RA Bill.
- 27.4 On award of the contract to the successful bidder, it becomes mandatory by the bidder to enclose a deviation statement with RA bill once the executed value of the work has reached 80% of the awarded value.
- 27.5 In case of Lump sum / Turnkey contract, the payment shall be released according to approved Billing schedule and Payment Terms specified in special conditions of contract.
- 27.6 Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Anx-2 (GST new return) of NALCO. If the vendor fails to comply for two consecutive periods against one order, no further payment will be released till compliance is made by ‘FILLING’ up to last period. If a vendor submits proof of filing GSTR1 duly authenticated by Vendor on the Main page containing Nalco's GSTIN with ‘FILLED’ status and detail list of invoices generated from their GST login, for Invoices already paid by Nalco, then basic amount of subsequent Invoices may be released. However, GST withheld will be released after checking of GSTR2A.
- 27.7 GST TDS as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bill.
- 27.8 Cess will be deducted from Gross bill value as per Building and Other Construction Workers' (RE&CS) Act 1996 for Township construction contracts. (construction, alteration, repairs, maintenance, demolition in relation to buildings, streets, roads, drainage, electrification, distribution of power, water works, communication works etc.)
- 27.9 Payment against Final Bill will not be released if royalty clearance certificate as stated under Royalty Clearance is not submitted by the vendor.

28.0 PRICE VARIATION FOR LABOUR:

- 28.1 **Price variation for Labor (Wherever applicable):** On subsequent revision of applicable minimum wages to be notified by NALCO from time to time the differential wage and associated components will be reimbursed based on actual payment to workmen, excluding OT amount and Administrative Charges on production of documentary proof to HR Dept regarding payment through bank.

29.0 PRICE VARIATION FOR FUEL

Price variation on Fuel is normally not allowed. If price variation on Fuel is applicable it will be regulated as per the Special Conditions of Contract (**Annexure-B3**).

30.0 DEFECT LIABILITY PERIOD (DLP):

- 30.1 The DLP shall be governed by the detailed terms and conditions stipulated in clause 65 and 68 of GCC. 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. Duration of DLP is mentioned at Sl. No. 9 of F-02 form of contract details, **Annexure-B1**.

30.2 DLP for SPECIALISED WORKS:

- | | | |
|--------|---|-----------|
| 30.2.1 | Water proofing (Below or above ground) and Roof treatment works | -10 YEARS |
| 30.2.2 | Post construction Anti-termite treatment | - 5 YEARS |
| 30.2.3 | Weather proof Paint works | - 4 YEARS |

30.3 In some cases appropriate DLP can be considered depending upon the nature of the job.

31.0 CONTRACTOR'S OBLIGATIONS AND PENALTY FOR NON-COMPLIANCE: The contractor shall abide by the following obligations during execution of contract against deployment of contract labours.

- 31.1** If found suitable, Preference for engagement of labourers under NALCO's contractors establishment may be given to the land affected persons.
- 31.2** The Contractor shall not engage any contract labour having unsound mind, criminal record, and poor health or having record not suitable from security point of view to NALCO.
- 31.3** The contractor has to ensure that no contract labour should enter the plant/work premises without valid photo pass.
- 31.4** The contractor shall ensure that no contract labour should leave the work place/plant before time without authorization/gate pass/ permission of the representative of contractor, to check frequent entry/exit, which may also cause security/administrative inconvenience.
- 31.5** The disputes of the Contractor's labourers are to be settled by individual contractor. In no case NALCO, as the Principal Employer will enter into the matter except witnessing the proceedings, if required by the Statutory Authorities.
- 31.6** The contractor shall have valid labour license during the execution of the contract, wherever applicable. The contractor shall not engage child labourers, in compliance to statutory requirement.
- 31.7** PF & ESI A/c Codes: The contractor must possess independent Account Codes from the concerned Regional Provident Fund Commissioner for PF and also independent Account Code from the concerned Regional Director, ESIC for ESI, as applicable.

32.0 RECOVERY TOWARDS COMPENSATION FOR DELAY:

- 32.1 Repetitive O&M Contracts** – Recovery towards compensation for delay shall not be applicable for this type of contract, unless otherwise mentioned separately in Special Conditions of Contract (**Annexure-B3**).
- 32.2 Other Contracts-** Recovery towards compensation for delay shall be applicable for this type of contract. 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 mentioned separately in the Special conditions of contract. (**Annexure-B3**). GST as applicable shall also be recovered.

33.0 BLACKLISTING/BANNING/SUSPENSION/DELISTING OF BUSINESS/HOLIDAY LIST

- 33.1 Blacklisting :** Blacklisting of any agency/ firm/ contractor working with the Company may be resorted to in following cases:
 - 33.1.1** If the Proprietor or Partner or Director of the Firm is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
 - 33.1.2** If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
 - 33.1.3** If there is justification for believing that the Proprietor or Partner or Director (or Employee) of the Firm has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of bid or theft or any other illegal activities while carrying out the work etc.
 - 33.1.4** If the Firm refuses/fails to return the Company's dues without adequate cause;
 - 33.1.5** If the Firm is blacklisted by any Department of the Central Government/ State Government.

- 33.1.6 If the Firm is a confirmed evader of Central / State taxes/duties for which NALCO has received notice from the concerned department of Central / State Govt.
- 33.1.7 Misbehavior/ threatening of departmental supervisory staff during work execution.
- 33.1.8 Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- 33.1.9 Persistent & intentional violation of important conditions of contract.
- 33.1.10 Submission of false/ fabricated/ forged documents for consideration of a bid.
- 33.1.11 If declared bankrupt or insolvent.
- 33.2 **Banning:** In case where the conduct of the firm is not serious enough to merit blacklisting but removing the name from the registered vendors of NALCO is justified in the interest of the company, the firm/company shall be banned from doing business with NALCO for a period up to 3 years but not less than one year. The reasons for banning are listed below. This list is illustrative only and not exhaustive.
- 33.2.1 Any failure to execute the contract satisfactorily.
- 33.2.2 Offence except criminal, such as moral turpitude, fraud, theft, unlawful activities within the premises of the company (Plant or Township) by the contractor or their workmen.
- 33.2.3 Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period.
- 33.2.4 Submission of false declaration / documents in the offer.
- 33.2.5 Misconduct / misbehavior of the contractor or any of the workers engaged by them.
- 33.2.6 Non-compliance of environment, safety and health requirements including use of proper PPEs.
- 33.3 **Suspension of Business:** Temporary Suspension of business may be ordered without any notice, where full enquiry into the allegation is pending and may entail the blacklisting of the firm/ party/ contractor, if the allegation is proved.
- 33.4 **Delisting from Vendor List against all Contracts:**
- 33.4.1 Party's performance is being evaluated through online assessment system by the respective Managers-in-Charges for the works being executed at site / at party's premises.
- 33.4.2 The assessment ratings are reviewed and the contractors are reminded for improvement in next assessment period if their performance rating is poor.
- 33.4.3 If two consecutive assessments of a contract are Very poor in a single evaluation / Safety & Environmental requirements compliance is not O.K. / SA 8000:2008 Compliance is not OK, then the concerned Vendor will be delisted for one year for that particular job subject to approval by Competent Authority of NALCO and the vendor will be intimated through a letter.
- 33.4.4 The delisted Vendor may be re-enlisted upon the request of the Vendor on completion of the de-listment period and subsequent approval by Competent Authority of NALCO.
- 33.4.5 If any vendor is Black-listed / Banned by any units of NALCO, the Vendor will also be delisted.
- 33.4.6 In case the performance of the vendor is found to be unsatisfactory by the Manager-in-charge, the vendor may not be considered in future tender for similar jobs.
- 33.5 **Holiday List:** In case the bidder does not participate in three consecutive bids, the bidder will be put under holiday list for a period of one year.
- 33.6 NALCO will issue show-cause notice giving 15 days' time to the contractor to respond the same in cases of debarring/ blacklisting/ banning/ suspension of business with the party.
- 33.7 **If any varying of conflicting situation arises in any of the document forming part of the Contract, NALCO's decision with regard to intention/interpretation of the document and the decision shall be final and binding on the parties.**

34.0 TERMINATION OF CONTRACT:

- 34.1** If the performance is found unsatisfactory during the period of contract, the contract will be terminated with short notice of 15 days and the same shall be carried out by any other agency at the risk & cost of the contractor. Other penal actions such as forfeiture of Performance Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken as per clause no. given in this **Annexure-A1**.
- 34.2** If the Government of India or any Statutory Authority/empowered to do so, decides/directs to terminate the Contract, the contract shall be terminated without any notice and for that contractor shall not be entitled to any claim such as extra claim, loss, loss of profit etc. against NALCO. The settlement of the dues of contractor shall be done on the basis of execution of actual work in accordance with the terms & conditions of contract.
- 34.3** 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.

35.0 ARBITRATION:

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

36.0 CONTRACT CLOSURE:

- 36.1** Completion of work assigned through the contract within contractual period is both a contractual obligation and legal obligation on both the parties to the contract i.e. Contractor and Nalco. Closure of contract is achieved in stages through contractual terms or through mutual agreement/settlement. Submission of Final Bill is the 1st stage of closure. Successful completion of Defect Liability Period and Performance Guarantee Period is the 2nd Stage of closure. Settlement of all outstanding payables and receivables is the 3rd stage of closure.
- 36.2** It will be the responsibility of the Contractor in all three stages to lodge necessary claims with EIC/MIC and settle it as follows.
- 36.2.1** 1st stage - Submission of Final Bill, and Performance Guarantee Bond (PGB) maximum within 3 months from the end date of contract period.
- 36.2.2** 2nd stage - Submission of Claim letter for release of SD/PBG maximum within 15 days from the date of closure of Guarantee/DLP.
- 36.2.3** 3rd stage - Settlement of all outstanding relating to the Contract, before release of Contract Completion Certificate (**Annexure-C29**) by EIC/MIC with concurrence of Finance regarding Contract Execution Value.

37.0 Energy Management System (ISO 50,001) Requirement:

37.1 Mandatory guidelines for saving any form of energy:-

Energy is lifeline of an Organization and SMELTER / CPP , NALCO is implementing Energy Management Systems (EnMS) – ISO 50001 in all activities. The contractual service providers are advised to train his workmen for practicing the following “Dos & Don’ts” while executing the assigned work at site.

ANNEXURE-A2

SAFETY GUIDELINES

Special Terms and Conditions of the Contract against Electrical Safety

- 1- The Contractor shall ensure proper safety of all the workmen, materials, and equipments belonging to him or to NALCO or to others, working at the site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.
- 2- All equipments used by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines / Rules of NALCO in this regard.
- 3- Periodical Examinations and all tests for all lifting/hosting equipment & tackles used by the contractor shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by Engineer or by the person authorized by him.
- 4- The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workman according to the need, as may be directed by Engineer who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and Supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contactor.
- 5- The Contactor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other contractors under any circumstances, whatsoever, unless expressly, permitted in writing by NALCO to handle such fuses, wiring or electrical equipment.
- 6- Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall :
 - a) Satisfy the Engineer that the appliances are in good working condition.
 - b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances.
 - c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 7- No work shall be carried out on any live equipment unless otherwise the equipment is declared safe by the Engineer and a permit to work shall be issued by the Engineer. The Contractor before any repair work is carried out on electric lines/equipments whether live or dead shall provide suitable type and sufficient quantity of tools to electricians/ workman etc.
- 8- In case of any accident during the activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to NALCO's Engineer and also to all the authorities envisaged under the applicable laws.
- 9- The Contractor shall follow and comply with all NALCO Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any unconformity between statutory requirement and NALCO Safety Rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

- 10- The Contractors shall provide suitable latest Personal Protective Equipments of prescribed standard to all their employees and workmen according to the need. The Engineer I/c shall have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. The contractor should also ensure these before their use at worksite.
- 11- Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards. The contractor must get a permit to work at height from the Engineer-in-Charge before starting the job.
- 12- The contractor should ensure that all electrical installations at the site comply with the requirements of latest electricity acts / rules.
- 13- The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the work. The contractor shall provide the sufficient ELCBs / RCCBs for all the portable equipments, electrical switchboards, distribution panels etc. to be used by him to prevent electrical shocks to the workmen.
- 14- In case of fire in electrical installations, all electrical supplies are to be disconnected first to the affected system. Fire-fighting at the initial stage may be initiated with the CO2, Dry Powder etc. Water will never be sprinkled onto live electrical system.
- 15- Before starting any job the Contractor will be responsible for the following -
 - a. Ensuring safe components/equipments are used.
 - b. Providing earth leakage circuit breakers on all electrically operated power tools/equipments.
 - c. Inspecting power tools before use and ensuring defective tools are discarded.
 - d. Using 3 core cable and 3 pin plugs for all portable tools and ensuring its earthing.
 - e. Authorized electrician is only attending all electrical job as per latest Electrical Rules & CEA guide lines.
 - f. Ensuring double earthing to all equipments.
 - g. Ensuring all the electrical system is as per Indian Electricity Rules.
 - h. Disconnecting and removing all unwanted cables and wires from electrical system.
 - i. Identification Marks and Numbers are clearly being marked on all electrical distribution boards, switchboards etc. used by the Contractor.
 - j. All electrical system components being protected against damage.
 - k. All electrical joints are being tested to meet the standards.
 - l. Hand lamps are providing with suitable guards.
 - m. Providing personal protective equipments including electrical safety shoes, rubber gloves etc. as per the enclosed PPE matrix.
 - n. Ensuring unauthorized person shall not have access to electrical system.
 - o. Protecting all live parts.
 - p. Ensuring all fuses are replaced with actual current rating.

Sl	Item	Frequency of issue
1	Industrial Safety Shoe	1 pair per year.
2	Safety Helmet	1 No per 2 yrs.
3	Safety Goggles	1 No per year
4	Nose mask	4 Nos per month
5	Cotton hand gloves	3 pairs per month

Sl. No.	Item	Frequency of issue
1	Industrial Safety Shoe	1/Year
2	Safety Helmet	½ Year
3	Safety Goggles	½ Year
4	Nose Mask	4/Month
5	Cotton Gloves	3/Month

CORPORATE ENVIRONMENTAL POLICY

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

Objectives

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

Commitment

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

Place: Bhubaneswar

Date: 30.09.2020

Sd.

Chairman-cum-Managing Director

Date of issue	Issued by
20.10.2020	Group General Manager (CPP)

ANNEXURE-A5



National Aluminium Company Limited

CIN: L27203OR1981GOI000920

OCCUPATIONAL HEALTH & SAFETY POLICY

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

- Focusing on prevention of Accidents and Occupational Health issues.
- Complying with all legal requirements and other requirements related 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.

Place: Bhubaneswar

Date: 30.09.2020

Sd/-

Chairman-cum-Managing Director

Date of issue	Issued by
20.10.2020	Group General Manager (CPP)

QUALITY POLICY, GUIDING PRINCIPLES AND COMMITMENT

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

Guiding Principles:

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

Commitment

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

Place: Bhubaneswar
Date: 30.09.2020

Sd.
Chairman-cum-Managing Director

Date of issue	Issued by
20.10.2020	Group General Manager (CPP)

ANNEXURE-A6

SOCIAL ACCOUNTABILITY POLICY

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:

- Involvement of all employees in sustenance of SA 8000:2014 Standard;
- Conforming to all requirements of SA 8000:2014 Standard;
- Complying with National laws, other applicable laws and other requirements to which the organization subscribes;
- Respecting the International instrument as describes in the SA 8000:2014 Standard.
- Continual improvement initiatives in all social aspects;
- Learning and training opportunities to all employees;

This policy is communicated and understood within the organization.

Date: 23.02.2017 Sd/-
Chairman-cum-Managing Director

ENERGY POLICY

Enhancing Energy Performance, comprehensively optimizing energy use, Energy consumption and energy efficiency, is a major imperative for an energy intensive industry like ours. In recognition of this, we focus on improvement of Energy Performance in all areas of operations with thrust on planning Energy Objectives based on the enshrined Guiding Principles.

Guiding Principles

- To Endeavour for reduction in specific consumption of energy in all forms and in all areas of operations.
- To ensure availability of information and necessary resources for achieving objectives and targets.
- To comply with all applicable legal, regulatory and other requirements related to energy use, consumption and efficiency.
- To espouse energy efficient technology encompassing procurement of energy efficient products & services and design for Energy Performance improvement.
- To carry out energy audits and energy reviews, at planned intervals, to improve energy performance.

Commitment

We affirm our commitment to continually improve our energy performance and strive for achieving the objectives and targets.

Sd/-
Chairman-cum-Managing Director

TENDER No.:
CPP/T&C/GeM-139/MC-5406/NIT/2024/276

ANNEXURE-A7

GENERAL ENVIRONMENTAL REQUIREMENT (SMELTER / CAPTIVE POWER PLANT)

1. The contractor should adhere to safe environmental practices and shall perform in line with the environment policy of the company. The contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants.
2. It will be the responsibility of the contractor to safely dispose off the waste generated in the processes of any job to the allotted location as assigned by Manager-in-charge in a manner so as to minimize their harmful concentration effects in the environment.
3. The contractor should ensure that oil/grease; chemicals and toxic substances are stored/ handled properly so that they do not find their way into the industrial drain and the atmosphere.
4. The contractor should make use of equipments having permissible noise limits and not polluting the atmosphere by any means. The contractor shall also guard against any hazardous & unsafe working conditions.
5. The various activities of the contractor should not create any adverse effect on ambient air & water quality at work site and adjoining area. It will be the responsibility of the contractor not to cause damage to the afforestation/green belt created inside/ outside the plant.
6. Contract should ensure proper awareness among workers to maintain a clean environment inside/outside the plant.
7. The emission level of the vehicles, construction equipments etc deployed by the contractor should comply with the norms specified by statutory authorities/ acceptable standards.
8. The contractor should avoid use of toxic and hazardous chemicals. If use of toxic and hazardous chemicals becomes unavoidable, their presence should be within the limits specified by the acceptable standards. The contractor should declare before use of chemicals, the nature of the chemicals i.e. Toxic/ non-toxic, hazardous/ non-hazardous to the Manager-in-charge and obtain his clearance before using such chemicals.
9. The contractor should ensure that disposal of used chemicals are disposed off to the drains only after neutralization of the chemicals and after clearance of the Manager-in-charge.

MINIMUM SAFETY EQUIPMENTS TO BE PROVIDED BY THE CONTRACTOR TO THE WORKMEN.

1. The contractor shall provide safety shoes, safety helmets to their workmen while executing the job.
2. Dust respirators must be used by the contractor workers working in dust area.
3. Face shield must be used by the welders.
4. While working on a height, Safety belt must be used by the workers.
5. Suitable face mask must be used the contract workers while working out painting jobs.

ANNEXURE-A8

GENERAL GUIDELINE TO BIDDER ON REVERSE AUCTION (NOT APPLICABLE)

- a) The techno-commercially qualified bidders shall be eligible to participate in Reverse Auction Process. The price bids of techno-commercially qualified bidders shall be opened, as per schedule in the tendering portal (GeM).
- b) GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.
- c) GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal.
- d) RA in Bid to RA case, where the bid offer validity is less than 30 days, will be extended to 30 days including the RA initiation date.
- e) In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- f) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges / consideration, the bid shall be treated as non-responsive and will not be considered.
- g) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- h) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
- i) If a bidder does not participate in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The inter-se position of the said bidder shall be considered based on their position on completion of reverse auction.
- j) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as valid price bid.
- k) There are two options for elimination in Reverse auction in the GeM portal (i) **Bid to RA with 50% elimination rule** (ii) **Bid to RA with H-1 elimination rule**. The buyer shall select one option applicable for the tender, which will be mentioned in the tender.

(i) **Bid to RA with 50% elimination rule:** Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round.

(ii) **Bid to RA with H-1 elimination rule:** Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However H-1 will be allowed to participate in RA - (a) If number of technically qualified bidders are only 2 or 3, (b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

l). Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem. In order to have trouble-free elementary level reverse auction process, NALCO reserves the right to make any changes, as deemed fit.

TENDER No.:
CPP/T&C/GeM-139/MC-5406/NIT/2024/276

m). Other relevant parameters shall be displayed in the GeM Portal reverse auction window. GeM Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. The bidders to participate in tender-cum-auction process in GeM Portal, has to log into GeM Portal (i.e. <https://gem.gov.in/>)) to access the application and quote from their own offices/place of their choice.

Bidder may write to the IEM through E-mail (Provided in the tender) for their grievances, if any, giving details of the tender reference, name of the tender issuing officer and Nalco's Unit for quick identification of the tender by the IEM.

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. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below.

**Designation - Rajesh Sarkar, Dy General
Manager (Ceramic)**

Tender Inviting Authority

Tender & Contract Dept., CPP

Ph. No. . **9437003807**

Email: **rajesh.sarkar@nalcoindia.co.in**

2. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO. 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.
3. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall act in accordance with **Section 6 of The Integrity Pact** .

ANNEXURE A9

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-11(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:
- 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.
 - 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.
 - 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.**
- 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.**
 - 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.
 - Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 6.0 **Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.**

=====XXXX=====

TENDER No.:
CPP/T&C/GeM-139/MC-5406/NIT/2024/276

Page: 47 of 112

(Declaration by the bidder on their letter head)

To, GM (T&C),
M/s. National Aluminium Company Limited,
Captive Power Plant
Dist.-Angul, Odisha-759145

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/s. _____ having its office at
_____ (address)

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

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

Yours sincerely,

Signature

Name:

Designation:

Contact No.:

ANNEXURE-A10

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

DEFINITIONS

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

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

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

Explanation

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

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

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

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

TENDER No.:
CPP/T&C/GeM-139/MC-5406/NIT/2024/276

Page: 50 of 112

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 SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

PART –B

Contract specific information

1.0	Name of the Work	MAN POWER ASSISTANCE FOR OPERATION OF SEWAGE TREATMENT PLANTS IN CPP FOR THE YEAR 2024-2027
1.1	Nature of the Work	REVENUE
1.1(i)	Details of “Items Critical to quality” in case of “Specialized Jobs”.	Not Applicable
1.1(ii)	Minimum Workable offer if applicable <i>(Additional performance Guarantee Bond in case of abnormal low bid)</i>	Rs. 6223169.70 (Any quote with negative or zero deviation will be out rightly rejected)
1.2	Location of the work	INSIDE PLANT PREMISES
2.0	NIT reference	MC-5406
3.0	Contract Period	36 (THIRTY SIX) MONTHS
4.0	No.of Agency required and %distribution of work(subject to availability of bidders)	a) Number of Agency: 01 (One) b) Distribution of Work: 100 %
4.1	Mode of tendering	LTE
4.2	Type of bidding	SINGLE PART
4.3	E.M.D. amount	Rs.60,000/-(Rupees Sixty Thousand only) (Ref. Clause 4.0 of Annexure-A1).
5.0	Tender e-Submission Start Date/Time.	As per GeM Portal
5.1	Tender e-Submission Last Date/Time.	As per GeM Portal
6.0	e-Tender Opening Date/Time	As per GeM Portal
7.0	Validity of Offer	03 (Three) Months from the original date of Tender Opening / last Extended tender opening date, if extension done (As per GeM Portal).
8.1	Bank Guarantee / Indemnity Bond value Against Free Issue Materials.	(i) B.G : Not applicable. (ii) I.B : Not applicable. (Ref clause no:20.2 of Annexure-A1)
8.2	Bank Guarantee against spare materials / equipments taken outside the Plant.	(i) B.G: Not applicable. (Ref clause no:20.2 of Annexure-A1)
9.0	Defect Liability Period	NIL (Ref clause 30 of Annexure-A1)
10.1	Current minimum daily wages of all categories of labour	Refer Annexure-B5
10.2.1	The values of L ₀ and Y applicable (L ₀ =Minimum labour rate) (Y =Labour component)	L ₀ = Rs. 591.00, Y _L =100% (Ref <u>Annexure-B5</u>)
10.2.2	The values of D ₀ and Y applicable (D ₀ = Diesel rate at Angul at the time of tendering) (Y = Fuel cost component)	Not applicable.
10.3.1	Labor hike reimbursement against change in minimum wages.	Applicable (To be raimbuershed as per actual). (Ref clause-28.0 of Annexure-A1)

Rajesh Sarkar
Tender Inviting Authority
Tender & Contract Dept., CPP

Name
Tender Inviting Authority
Tender & Contract Dept., CPP

B) FINANCIAL

Eligibility criteria	Documentary proof
<div>1) The average annual turnover of the vendor for last three financial years should be minimum ` Lakhs (Rupees only) (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) Note: (For bids received prior to 30th June of any year, the financial figure for the previous to pr be considered for evaluation. Wherea after 30th June, the bidder may a statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.)</div>	<div>The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years duly attested by a notary public or gazette officer in support of both the qualifying criteria of turnover and net worth along with the bid.</div>

NOT APPLICABLE

C) 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. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary only after date of said tender floating. 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 be as per the Format at Annexure-C22 for the purpose of affidavit:

- D) The bidder should possess independent EPF, ESI, & PAN based GST registration certificates of their firm (as applicable). The party should also possess PAN in the name of the firm or sole proprietor The bidders are required to upload copy of EPF & ESI certificates and PAN along with the proof of ownership of their firm (in case of PAN is in the name of sole proprietor) along with the offer.

Note:

- Bidders have to declare all the work orders submitted against technical PQC in Annexure-C6, along with page reference.*
- Agencies intending to participate shall fulfill minimum Pre-Qualification Criteria (With supporting documents & they need to fill up Annexure-C25 To Annexure-C27 Of The NIT. All the supporting documents submitted should be attested by a Notary Public or A Gazette Offer. They also have to submit EMD.
- The bidder needs to submit (upload) the photocopies of all brief orders presently under execution by them as a part of their concurrent commitment.
- The value indicated in the experience criteria against 03 (Three) OR 02 (Two) OR 01 (One) work order are excluding all taxes and duties. Therefore, value in work order and completion certificate of the vendor will be considered excluding all the taxes and duties.
- The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificates issued after 30/06/2022.

Name
Tender Inviting Authority
Tender & Contract Dept., CPP

SCOPE OF WORK

SUB: MAN POWER ASSISTANCE FOR OPERATION OF SEWAGE TREATMENT PLANTS IN CPP FOR THE YEAR 2024-2027

The sewage treatment units located inside CPP to treat the Sanitary sewage of the plant, are operated through manpower supply contract. The scope of work under the subject contract will be providing semiskilled man power assistance for operation of Sewage treatment plants on a regular basis as per the detail description indicated in the BOQ.

TOOLS & TACKLES TO BE SUPPLIED BY THE CONTRACTOR:

Following Tools & tackles are to be supplied to the workmen for carrying out the job.

- 1. Wrench
- 2. Spanner
- 3. Screw Driver
- 4. Water bucket
- 5. Water jug
- 6. Brooms
- 7. Any other appliances required for carrying out the job

ANNEXURE-B3

SPECIAL CONDITINS OF CONTRACT

SUB: MAN POWER ASSISTANCE FOR OPERATION OF SEWAGE TREATMENT PLANTS IN CPP FOR THE YEAR 2024-2027

1. Man power is to be engaged in sewerage treatment plants as per the shift rotation chart issued by the manager in charge or his authorized representatives.
2. Since running of the STP is a continuous process, any stoppage or discontinuity is not acceptable. So all efforts shall be made to ensure engagement of the minimum work force as indicated above. In case of non- deployment of the man power in any shift, penalty shall be imposed @ twice the payable amount for that shift/ day for the entire duration of non- deployment of man power. So the man power deployment shall have to be done accordingly keeping in mind requirement of any substitute man power in case of absence from duty by any particular worker. Any changes proposed to the already issued shift rotation chart need to be brought to the notice of the concerned manager in charge at least 1 day in advance.
3. The man power engaged in this work shall have basic experience / exposure with respect to the running, operation of various type of electrical motors, pumps, valves and other equipments installed / fitted in the Sewage Treatment plants / units or similar type of plants. The man power engaged should have familiarity in different types record keeping, log book maintenance, reading of panels, flow meters etc.
4. All the necessary tools, tackles as indicated above need to be provided by the agency to the workers.
5. In case of any dispute/ confusion/ clarifications arising out of the process of operation of the STPs, the decision or interpretation of the manager in charge shall be final & binding.

SAFETY REQUIREMENTS:

The agency shall have to supply the following safety appliances to the workers on duty –

1. Safety Shoes
2. Safety Helmet
3. Battery operated Torch Light
4. Hand gloves
5. Any other appliances required from time to time.

ENVIRONMENTAL REQUIREMENTS:

1. Bleaching powder or any other chemical issued from NALCO stores/ WT plant etc. shall be kept at proper & identified place inside STP.
2. Empty bags / drums of the bleaching powder or any other chemical if any should be disposed of at a designated place by the contractor.
3. The waste / damaged bleaching powder if any is to be disposed of at a designated place as per instruction of the manager in charge.
4. Oil, grease, algae and other materials removed from the equalization tank, Aeration Tank, Secondary clarifier, Tube settler, sludge drying beds, sumps, etc shall be disposed of at a designated area as per the direction & instruction of the manager in charge

ADDITIONAL PPE/SAFETY REQUIRMENT SPECIFIC FOR THE JOB OTHER THAN PPE MATRIX AND SAFETY REQUIRMENT SPECIFIED at Page 31,32,33

WRITE LIST OF PPEs HERE

Declaration by the Bidder (Contractor)

I do hereby agree to provide the ISI/CE marked PPEs as required to ensure safe working conditions in consultation with NALCO’s Safety Dept. to the workers to be engaged by me while working inside the plant. I also agree to follow the “Safety Code for Contractors” issued by Safety dept, CPP, NALCO.

(Signature of bidder)

PART –C

Formats for contract execution

ANNEXURE-C 1

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.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 have submitted the Earnest Money Deposit (EMD) amount through DD/BC/PO/BG as instructed by you.
5. We agree to abide by this Tender initially for a period as mentioned at point -7 of F-02 form 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
6. **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-C21 duly filled up for further necessary action at your end.**
7. 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.
8. 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)

ANNEXURE-C4

-: 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's 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 the 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 / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (c) That, we are not in any arbitration/legal cases with NALCO and no cases are pending in court of law.
- (d) That, the proprietor/partners/directors/ employees of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (e) That, we have never been prosecuted by any statutory authority
- (f) That, any change in the constitution of the firm shall be made with prior clearance from NALCO.
- (g) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents including GCC and our offer fully comply with the requirements spelt out in the tender documents.
- (h) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.
- (i) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (j) We undertake to receive payment through E-payment mode.
- (k) The Annexure-19 and Annexure-20 regarding relatives working in NALCO are filled up and enclosed.
- (l) The Annexure-C8 regarding present commitment of the tenderer are also properly filled up and enclosed.
- (m) That we have quoted the rates in figures as well as words.
- (n) We undertake that we do not have any unauthorized structure / construction inside Nalco-nagar 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.
- (o) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.
- (p) **I/we declare that the document down loaded by me/my company is/are not tampered in any form.**
- (q) **We under take that my workers shall use electronic Punch cards at the Plant gates at the time of entry and exit if introduced by NALCO. Failing which he shall not be allowed into the Plant.**
- (r) **That I have submitted EMD in absence of which my bid will be rejected.**

I further declare that all above statements are true. If at any time during pre-ordering/post ordering stage of the contract, it is found otherwise, action as deemed fit by NALCO including 'rejection of my offer'/'banning/blacklisting' me/my firm / my company etc. may be taken. The same will be binding on me / firm / company represented by me. I also hear by authorize and request any bank, person, firm, corporation, Govt. Officers etc. to furnish pertinent information as deemed necessary and as requested by Nalco to verify this statement or regarding my/our competency and general reputation.

Date: _____

Signature Authorized Person With seal

ANNEXURE-C5

Undertaking 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 GeM website, www.gem.gov.in. We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original NIT unless otherwise specifically mentioned as deviation in the deviation sheet.

Suppression of this information in any form if detected at any stage will be disqualification and will lead to rejection of the offer or termination of the contract as the case may be.

Date: _____

Signature Authorized Person With seal

ANNEXURE-C6

PQC – Technical

Detailed Work Order and Execution Statistics

Sl. No.	W.O no	Work description	W.O Period. (From Dt ----- To dt-----)	W.O value (In Rs.)	Final Executed Value (in Rs.)	Completion date.	Page Ref. for attachmen t.
1	2	3	4	5	6	7	8

Signature of the Bidder

1. Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Anx-2 (GST new return) of NALCO.
2. In case of Supply of service, the tax invoice shall be as follows: "ORIGINAL FOR RECIPIENT", "DUPLICATE FOR SUPPLIER".
3. The tax invoice can be signed with digital signature also.
4. 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.
5. 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.

ANNEXURE-C11

INDEMINTY BOND AGAINST FREE ISSUE MATERIAL TO SELLER/CONTRACTORS

WHEREAS National Aluminium Company Limited (here in after referred to as “THE OWNER”) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at “NALCO BHAWAN, P/1,NAYAPALLI, BHUBANESWAR-13, Orissa” has entered into a Contract with M/s _____ placed a Telex of intent _____ (here in after referred to as the “Contractor their legal representatives, successors and assigns”)

On the terms and conditions as set out interalia, in the owner’s Contract No. _____/WO/_____, Date:_____and various documents forming part thereof herein after collectively referred to as the “Said Contract” which expression shall include all amendments, modification and/or verification thereto.

AND WHEREAS:

- i) The owner subject to availability has agreed to supply to the contractor raw materials for the purpose of execution of the said contract by the “Contractor” (the raw materials to be supplied by the owner to the contractor herein after for the sake of brevity referred to as the “said materials”) and pending execution by the “Contractor” of the said contract incorporating the said materials. The said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the contract.
- ii) As a pre-condition to the supply of the said materials by the owner to the “contractor”, the owner has required the contractor to furnish to the owner an Indemnity Bond in the manner and upon terms and conditions herein after indicated.

NOW, THEREOF, in consideration of the promises aforesaid the contractor hereby irrevocably and unconditionally undertakes to indemnity and kept indemnified the owner from and against all loss, damage and destruction (inclusive but not limited to any or all lose of damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire flood, storm, tempest, lightening, explosion, storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty, workmanship, faulty fabrication or faulty method or technique of fabrication, strike, riot, civil commotion or other act or omission or commission whatsoever within or beyond the control of the contractor, misuse an misappropriation (inclusive but not limited to misuse or misappropriation by the contractor and the contractor’s servants and/or agents).

Whatsoever to or of in the said , materials or any part of item thereof from the date that the same or relative part of the item thereof or complete fabricated work(s) incorporating the said materials and undertake to pay to the owner forthwith on demand in writing with protest or demure the value AS SPECIFIED BY THE OWNER of the said materials or item or part thereof ,lost damage, destroyed, misused and /or misappropriated, as the case may be, TOGETHER WITH the owner’s cost and expense (inclusive of but not limited to handling, transportation, cartage, freight, packing and inspection cost/expenses) upto and aggregate limited or _____ (Rupees _____only) or ay penal recovery in respect of the same in the terms of the contract and the contractor hereby agree with the owner that:-

- i) The indemnity/undertaking shall be continuing Indemnity/undertaking shall remain valid and irrevocable for all claims, of the owner arising hereunder up to and until the midnight of _____ HOWEVER, if the contract for which this indemnity/undertaking is given is not completed by this date, the *contractor hereby agree to extend the Indemnity/undertaking till time as required to fulfill the contract.
- ii) This Indemnity/undertaking shall not be determined or change of constitution or insolvency of the * contractor but shall be in all respects and for all purpose be binding and operative until payment of all money payable the owner in terms thereof.
- iii) The mere statement of allegation made by or on behalf of the owner in any notice or demand or other writing addressed to the * contractor as to any of the said materials or item or part thereof having been lost, damaged, destroyed, misused, or misappropriate while in the custody of the contractor and/or prior to the completion of the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the fact of the said materials or item or part thereof having being supplied to the contractor and/or the loss, damaged, destruction, misused, or misappropriate thereof as the case may be, while in the custody of the contractor and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessary of the part of the owner to produce any documentary proof or other evidence whatsoever in contract in support of this.
- iv) The amount sated in any notice of the demand addressed by the owner to the contractor as to the value of such said materials lost, damaged destroyed, misused or misappropriated, inclusive relative to the cost and expenses incurred by the owner in connection therewith shall be conclusive of the value of such said materials and the said cost and expense as also of the amount liable to be paid to be paid to the owner.

This Indemnity Bond is supplemental and not in super session of the contractual conditions.

The undersigned as full power to execute this Indemnity Bond on behalf of the contractor under the power delegated by the Board of directors of _____ vide its Board resolution dated _____ copy of which placed at Annexure-“A’

SIGNED BY COMPETENT AUTHORITY

Place:- CPP, NALCO,ANGUL
DATE:-

ANNEXURE-C12

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on non-judicial stamped paper of appropriate value)

B. G. No. _____ Date: _____

- 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.
- 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).
- We undertake to pay to the Company any money so demanded not withstanding 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.
- 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.
- 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.
- 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.
- Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim

- under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

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

Note 2: BG confirmation must be sent to our Banker through SFMS with the followings details :

Beneficiary : NATIONAL ALUMINIUM CO LTD CPP

Banker : State Bank of India

Branch : Kandsar(Nalco Nagar)

A/C No : 00000010657908589

IFSC Code : SBIN0008279

Address of Bank : AT/P.O – Kandsar,P.S - Nalco Nagar,Dist – Angul ,ODISHA,,Pin - 759145

6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged 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 at the request of Contractor(s)/ Sellers(s).
9. WeBank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, (Bank), Branch office at....., IFS Code..... with Address....., PIN 75....., having Branch Mail Id.....

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail:

Note: 1 : BGs to be furnished from any of the approved banks of NALCO.

Note:2 : BG confirmation must be sent to our Banker through SFMS with the followings details :

Beneficiary : NATIONAL ALUMINIUM CO LTD.

Banker : State Bank of India

Branch : Kandsar(Nalco Nagar)

A/C No : 00000010657908589(CPP)/ 00000010657908114(Smelter)

IFSC Code : SBIN0008279

Address of Bank : AT/P.O – Kandsar, P.S - Nalco Nagar, Dist – Angul ,ODISHA, Pin - 759145

Mail id : sbi.08279@sbi.co.in

ANNEXURE-C15

BANK GUARANTEE AGAINST FREE ISSUE OF MATERIALS / EQUIPMENTS TAKEN OUTSIDE THE PLANT
(To be executed on Non-judicial stamp paper or appropriate value)

GUARANTEE NO.....

DATE :.....

1. WHEREAS National Aluminium Company Limited (hereinafter referred to as "the Company") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751 061, Odisha, and their Branch Unit/office at _____(UNIT/OFFICE ADDRESS), has entered into a Contract with M/s _____ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns for the work of _____ on the terms and conditions as set out, inter-alias, in the Company's Contract No. _____ dated: _____ and various documents forming part thereof hereinafter collectively referred to as the "said contract" which expression shall include all amendments, modifications and/or variations thereto.
- AND WHEREAS one of the conditions of the said contract is that the Company has agreed to supply to the contractor raw-materials (hereinafter referred to as the "said materials") for the purpose of execution by the contractor of the said contract and pending execution by the contractor of the said contract incorporating the said materials, the said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.
2. AND WHEREAS the Company has asked the contractor for adequate security for the said materials to be supplied to the contractor under the contract.
3. AND WHEREAS at the request of the contractor the Company has agreed to accept a bank guarantee from _____ with Registered Office at _____ (hereinafter referred to as "the surety").
4. NOW THIS GUARANTEE WITNESSETH that in consideration of the Company having at the request of contractor agreed to accept a Bank Guarantee of the Surety amounting to ` _____ (Rupees _____ only) in respect of the said materials against any and all loss, damage, destruction (inclusive of but not limited to any and all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, explosion, storage, chemical or physical action or reaction, bending, wrapping exposure, rusting, faulty workmanship, faulty methods or technique of fabrication, or other act of omission or commission whatsoever within the control of the contractor, misuse or misappropriation by the contractor and the contractor's servant and/or agents whatsoever to or of in the said materials or any part of items thereof from the date the said materials was supplied to the contractor upto and until the date of return to the Company of the said materials or relative part of item thereof or completed fabricated work(s) incorporating the said materials, the surety shall indemnify and pay, without protest or demur and without recourse to the contractor, the Company upto and not exceeding altogether a sum of ` _____ (Rupees _____ only) on demand by the Company. The decision of the Company as to any loss, damage, destruction, misuse and misappropriation under the terms and conditions of this guarantee shall be final and binding on the Surety.

5. THIS GUARANTEE is irrevocable and will remain in force and effect upto and until the said materials have been returned to the Company as per terms of the said contract and intimation thereof being given by the Company to the surety on the aggregate amount payable hereunder has been paid by the surety to the Company, whichever is earlier.
6. Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to `_____ (Rupees_____ only) and this guarantee will remain in force upto _____ in the first instance. However, if the contractor's obligations under this guarantee is not completed or fully performed within this period, the surety hereby agrees to further extend the guarantee till such time as is required to fulfill such obligations.
7. We have the power to issue this guarantee in your favour under memorandum and Articles of Association and the undersigned has full power to do so under the power of Attorney dated _____ granted to him by the Bank.
8. Unless a claim made on us within three months from the date of expiry, i.e., _____, all our rights under the said guarantee shall be forfeited and we shall be relieved, and discharged from all liabilities there under.
9. We Bank, having its branch office at, IFS Code..... and branch Mail ID.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Consultant.
10. WeBank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, (Bank), Branch office at....., IFS Code..... with Address....., PIN 75....., having Branch Mail Id.....

Date.....

IFSC Code:.....

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: -----

E-mail:

Telephone & Fax No.

Note: 1 : BGs to be furnished from any of the approved banks of NALCO.

Note: 2 : BG confirmation must be sent to our Banker through SFMS with the followings details :

Beneficiary : NATIONAL ALUMINIUM CO LTD.

Banker : State Bank of India

Branch : Kandsar (Nalco Nagar)

A/C No : 00000010657908589(CPP)/ 00000010657908114(Smelter) IFSC Code : SBIN0008279

Address of Bank : AT/P.O – Kandsar, P.S - Nalco Nagar, Dist - Angul , ODISHA, Pin - 759145

Mail id : sbi.08279@sbi.co.in

ANNEXURE-C16

BANK GUARANTEE FOR ADVANCE PAYMENT

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

B. G. No. _____ Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called “The Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s. (hereinafter called “the said Contractor(s)/Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order No..... dated. for (work/assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment/adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s)/orders(s) or by reasons of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). 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 Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under 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 dependable or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said 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 further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly

authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges this guarantee.

6. That the Company/Company will have fully 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 Contract(s)/Order(s).
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Contractor(s)/Seller(s).
9. WeBank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, (Bank), Branch office at....., IFS Code..... with Address....., PIN 75....., having Branch Mail Id.....

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: -----

E-mail:

Telephone & Fax No.

Note: 1 : BGs to be furnished from any of the approved banks of NALCO.

Note 2: BG confirmation must be sent to our Banker through SFMS with the followings details:

Beneficiary : NATIONAL ALUMINIUM CO LTD CPP

Banker : State Bank of India

Branch : Kandsar(Nalco Nagar)

A/C No : 00000010657908589

IFSC Code : SBIN0008279

Address of Bank : AT/P.O – Kandsar,P.S - Nalco Nagar,Dist – Angul ,ODISHA,,Pin - 759145

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

SAC CODES for Services & HSN code for supply[illegible]

ANNEXURE-C21

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri Rajesh Sarkar, Dy.General Manager (Ceramic) hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **MAN POWER ASSISTANCE FOR OPERATION OF SEWAGE TREATMENT PLANTS IN CPP FOR THE YEAR 2024-2027** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company /Government undertaking/ partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

Commitments of BIDDERS

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

- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
4. **Previous Transgression**

4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.

4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.. Sanctions for Violations :

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

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

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of

the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

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

6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as-IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com).

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation:**

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

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

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

9. Other Legal Actions:
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. Validity:
10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, NALCO.
10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:Shri Rajesh Sarkar

Designation: Dy.General Manager (Ceramic)

Company: CPP,NALCO,ANGUL

Official Seal

Witness

Witness

1. _____1. _____
2. _____2. _____

ANNEXURE-C22

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 BIDED 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 work	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 :

AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF.....(-
.....) DATED./..../.....,(the ...th day of the month of.....of the year two thousand.....)
between M/s..... in the town of..... AT/PO-
.....,DIST-.....STATE.....,PIN-..... here in after 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, subsoil 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 situations, 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 and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the 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 form part of this contract though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

01) SERVICE PURCHASE ORDER NO:

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:-

- 01. In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby covenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary, for the completion of the said works and at the said times and in the manner subject to the terms and conditions or stipulations mentioned in the contract.

ANNEXURE-C26

CHECK LIST FOR SUBMISSION OF OFFER

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the tender document along with duly filled in, signed and stamped **checklist with Part-I bid**.

Please tick the box and ensure compliance:

- 1.0

Bid submission Letter as per proforma attached in bidding document.

Submitted.

☐
- 2.0

Information about Bidder as per proforma attached in bidding document.

Submitted.

☐
- 3.0

EMD of requisite amount is submitted in the form of DD/BG/BC from any scheduled bank as mentioned in tender document, in separate sealed envelope marked “Earnest Money Deposit”.

Submitted in the form of DD/ BG

☐

EMD value: Rs. _____

BG No. _____ Dated _____ Valid up to _____ Claim period upto _____

DD No. _____ Dated _____ Drawn on _____ Valid up to _____

BC No. _____ Dated _____ Drawn on _____ Valid up to _____
- 4.0

Validity of Bank Guarantee towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of BG) is ____ **Months** from the tender opening/Extended tender opening date. (Annexure-C12)

Yes

☐

Valid Up to _____.
- 5.0

Validity of Offer is up to ____**Months** from the tender opening/Extended tender opening date.

Yes

☐

Valid Up to _____.
- 6.0

Annual Turnover Details as per proforma including **Audited Balance Sheets including Profit and Loss Account Statement** for the last 3 (Three) years.

Submitted.

☐

Submitted for the years:

1. _____

2. _____

3. _____
- 7.0

Fresh Solvency Certificate from your Bankers (Date of issue of this certificate should not be earlier than one year from the date of opening of Techno-commercial Part).

Submitted.

☐

Certificate dated _____

From (Name of Bank) _____
- 8.0

Details of Past Experience in the proforma enclosed in the Bidding Document.

Submitted.

☐
- 9.0

Details of Present Commitments in the proforma enclosed in the proforma enclosed in the Bidding Document.

Submitted.

☐

- 10.0

List of minimum equipment proposed to be deployed for the work in the proforma enclosed in the Bidding Document.

Submitted.

Ref.: _____
- 11.0

Deployment Schedule of equipment proposed for the work in the proforma enclosed in the Bidding Document.

Submitted.

Ref. _____
- 12.0

Proposed Site Organisation (as per proforma enclosed in the Bidding Document)

i)

Submitted

Ref. _____

ii)

Qualification and Experience of Resident Engineer/ Site-in-Charge and other key personnel have been mentioned in the site organization chart.

Yes

Ref. _____

iii)

Number of Key Personnel under different heads have been mentioned in the Site Organisation Chart.

Yes

Ref. _____

iv)

Site Organization Chart includes qualified and experienced Quality Control Engineer, Planning Engineer and Safety Officer.

Yes

Ref. _____
- 13.0

Deployment Schedule of Supervisory Personnel proposed for the work in the proforma enclosed in the Bidding Document.

Submitted

Ref. _____
- 14.0

Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate value.

Submitted.

Ref. _____
- 15.0

Partnership Deed in case of partnership firm and Articles of Association in case of limited company.

Submitted.
- 16.0

Declaration regarding relationship with client’s Director

Submitted.
- 17.0

Copy of P.F & ESI code, Service Tax registration certificate:

Submitted.
- 18.0

An Overall Schedule, clearly indicating all important milestone of the construction activities.

Submitted.

Ref. _____
- 19.0

Bid Compliance Statement (confirmation for no deviation stipulated in Bid) in the proforma enclosed.

Submitted.

Ref. _____

20.0 Exception and Deviation Statement in the proforma enclosed.

Submitted. ☐

21.0 All the documents submitted in requisite number of copies as mentioned in the Bidding Document and are readable/legible.

Submitted. ☐ No. of copies submitted: _____

22.0 Original Biding Document along with blank (un-priced) copy of Price Bid/ Schedule of Rates, corrigendum and addendum (if any).

Submitted. ☐

23.0 All pages/ documents are stamped and signed by the authorised signatory of the bidder.

Yes. ☐

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

NO DUE CERTIFICATE

1. Vendor Code:

Vendor Name:
2. Work Order Ref with Date:
3. Description of Work as per Order :
4. Reference of User Dept :

This is to certify that the contractor do not have any due regarding Material, Tools, Equipment, Consumables, Rent, Electricity, Water Charges, Ground Rent, Hiring Charges, etc. and Compensation for damages if any.

However, dues of contractor under the performance guarantee / defect liability shall continue for the performance guarantee / defect liability period notwithstanding the above certificate/ agreement.

for National Aluminium Co. Ltd.

Date:

Signature.

Name:

Designation:

Department:

.....

NO CLAIM CERTIFICATE

1. Vendor Code:

Vendor Name:
2. Work Order Ref with Date:
3. Description of Work as per Order:
4. Reference of User Dept:
5. Final Bill Value Claimed:

This is to certify that we do not have any other claims on M/s. National Aluminium Company Limited against the above contract except what is already claimed in the Final Bill subject to processing/passing in Finance as per Contract Conditions and Security Deposit/Performance guarantee.

for National Aluminium Co. Ltd.

for Contractor

Date:

Signature

Name:

Designation:

Department:

Signature

Name:

Seal:

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.

Annexure-C31

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

ANTI-PROFITEERING DECLARATION FORMAT
To whomsoever it may concern.

I, Mr. _____, Proprietor/_____ (other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while executing the Order 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 further declare that, me/my firm/my company, in furtherance and in compliance to the said section, have not made profit out of reduction in Input Tax benefits where ever applicable and reduced Tax charged to ‘Nalco’ w.r.t. Output Tax benefits in connection with goods and/or services provided.

I also declare that “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.”

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.

Annexure-C32

Declaration by Bidder for Implementation of Integrity

Tender Ref: _____

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:

GENERAL CONDITIONS OF CONTRACT (GCC)

(Enclosed separately with this Tender)

BOQ

ANNEXURE-B4

Name of Work: MAN POWER ASSISTANCE FOR OPERATION OF SEWAGE TREATMENT PLANTS IN CPP FOR THE YEAR 2024-2027 (MC-5406)

Name of the
Bidder :

NOTE:

1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns.
2. Bidders are allowed to enter the Bidder Name and Values only.
3. In case of any mismatch between the amount in this Price Bid (BOQ) and GeM-Portal-Quotation-Field, then the value mentioned in the GeM Portal Field shall be final.
4. Prior to submission of the Offer, the Bidders may please ensure their GST registration category in GEM portal is correct, for e.g. if a vendor is REGISTERED GST Vendor, same should be ensured during GeM Portal registration of the Vendor.
5. In GeM Portal Quotation field, the total amount inclusive of GST is to be quoted.
6. Bidders are required to quote on 'Plus(+)' Percentage (%) basis only vis-a-vis total declared estimate inclusive of GST (for registered Vendor), in figure & in words, in the given Percentage BOQ format.
7. The total declared estimate is 62,23,269.70, exclusive of GST (GST is to be added extra as applicable).
8. Uploading of this BOQ is mandatory for item break up of the BoQ.
9. The evaluation shall be based on overall L-1 basis.

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Contract Period	Basic Unit Price (Exclusive of all taxes)	Basic Amount (Exclusive of all taxes)	GST %	Total Amount inclusive of GST	SAC Code
1	2	3	4	5	6	7	8	9	10	11
1	ITEM 1	Providing Semiskilled man power assistance :Providing Semiskilled man power assistance for operation Sewage Treatment Plant consisting of all its equipments, accessories, regulation of different control valves, recording of all the measurements in the log books, coordinating with related departments for different operation & maintenance activities relating to STP wherever required, collecting the required chemicals from the water treatment plant, applying the chemicals at the desired locations all complete as per the direction of the manager in charge during the shift operation of the STPs and as per provisions indicated in the special conditions of contract.	1095.00	Days	36 (Thirty Six) Months	5683.26	6223169.70	18%	7343340.25	
TOTAL AMOUNT INCLUSIVE OF ALL TAXES (This total amount inclusive of GST is to be quoted in GeM Portal)=							6223169.70		7343340.25	
Select Percentage Quoting (+)							Select		0.00	

The total offer value inclusive of GST (for registered Vendor), which is to be filled in GeM Portal Quotation Field =

0.00

NOTE

- 1 GST@18% or As applicable as per Govt. Norms
- 2 GST CESS @ 0%.