

## NATIONAL ALUMINIUM COMPANY LIMITED

(A Govt. of India Enterprise)

Captive Power Plant Division

ANGUL - 759145 , Odisha

Tel:-

Fax:-

Email:-

Order No : CPP/T&C/C20/MC-5410/5300008157/2024/

NALCO's GSTN :21AAACN7449M1Z9

Date : 16.10.2024

**TO:** GOVINDA ENTERPRISES, [103649]  
AT/PO: GOTAMARA  
ANGUL 759135 ANGUL  
Odisha India  
Tel:9861162738 Fax:  
Email:jyotiranjanbarah06@gmail.com

PAN NO : AKVPB7700M  
GST REG NO : 21AKVPB7700M1Z2  
EPF NO : OR/13400  
ESI NO : 44-6170-101

**Sub :** SHORT TERM CONTRACT FOR STONE PICKING & TRAMP METAL REMOVAL FROM RUNNING CONVEYORS AND SAFE DISPOSAL IN CHP.(SAC No.998519)

**Ref.:**

- 1) Refer e-office file no.: 1300-065-12-11/0012/2024-063 (Computer No.92572 ) for details.
- 2) RFP No.: CPP/T&C/GeM-143/MC-5410/NIT/2024/261 Date:10.08.2024
- 3) Our Online Tender ID No.: GEM/2024/B/5276863 Date:10.08.2024
- 4) Your Online Bid opened on Date:02.09.2024
- 5) Our E-mail for supporting documents on Date: 05.09.2024
- 6) Your reply for submission of supporting documents on Date:06.09.2024
- 7) LOI No.:CPP/CNT/MC-5410/LOI/2024/356 Date:24.09.2024
- 8) GeM Contract No.:GEMC-511687739501714 Date:24-Sep-2024

Dear Sir/Madam,

With reference to your offer referred above for the subject tender, NALCO is pleased to confirm acceptance of your offer and award the subject work in your favour with the terms and conditions given hereunder and various annexures enclosed herewith.

(A)

Sl No.	Description	Refer Enclosure at
1	TERMS & CONDITION OF CONTRACT/ SCOPE OF WORK / TECHNICAL SPECIFICATION / LIST OF FIM / INSPECTION AND TESTING ETC.	ANNEXURE-IA
2	SPECIAL CONDITIONS OF CONTRACT	ANNEXURE-IB
3	BILL OF QUANTITY & SCHEDULE OF RATES	ANNEXURE-II

(B) CONTRACT VALUE : **Rs 48,24,856.00 (Excluding GST of Rs.8,68,474.08)**

(C) EFFECTIVE DATE OF CONTRACT: 25.09.2024

(D) CONTRACT PERIOD : 6 MONTHS

(E) PAYMENT TERMS : As per special Instruction

(F) MANAGER-IN-CHARGE : SM(ELECTL), CHP

(G) EMERGENCY CONTRACT EXECUTION PERIOD : NOT APPLICABLE

All other terms and conditions not specifically mentioned in this order shall be as per tender stipulations and mutually agreed deviations, and shall remain unaltered. You are requested to acknowledge the receipt of the Work Order / SPO. If we don't receive the same within 7 (seven) days, it will be presumed that you have accepted the Work Order / SPO. You are requested to report to Manager-in-Charge for all matters related to the works, payments etc.

Thanking you

Yours faithfully,

For and on behalf of

National Aluminium Company Limited

Name:

Designation:

Address:

OTHER TERMS AND CONDITIONS OF CONTRACT:

ANNEXURE-IA

HRD Clearance :	APPLICABLE: REF CLAUSE 9.7,19,20 AND 21.6 OF ANNEXURE-A1.
Special Safety /ENV /SA Requirement :	APPLICABLE: 1) GENERAL : REFER CLAUSE No.:21 AND 22 OF ANNEXURE-A1. 2) SPECIAL : REFER CLAUSE OF ANNEXURE-IA AND IB.
GST :	APPLICABLE @18%.
SECURITY DEPOSIT:	APPLICABLE: REF CLAUSE 13 OF ANNEXURE-A1
Execution Of Agreement :	APPLICABLE: REF CLAUSE 12 OF ANNEXURE-A1 AND ANNEXURE-C23 OF NIT.
FIM with Material code & Qty:	NIL
Defect Liability Period(DLP) :	NIL
Labour Escalation :	NOT APPL
Labour Component (%) :	--
Basic Labour Rate(L0) Rs.:	591.00
POL / Material Escalation :	NOT APPL
BG Against FIM :	NOT APPL
IB Against FIM :	NOT APPL
BG Against Equipment :	NOT APPL

- Special Instructions :**
- 1) STATUS OF FIRM-INDIVIDUAL.
  - 2) Annexure-IA at page 7 to 9 of the Service Purchase Order may be referred for detailed "Scope of work".
  - 3) All other terms and conditions not specifically mentioned in the Service Purchase Order document shall be as per NIT and GCC and shall remain unaltered.
  - 4) Preference for engagement of labours under NALCO's contractors establishment may be given to Land Affected Persons.
  - 5) You are requested to report to Manager-in-Charge for all matters related to the works, payments etc.in the following address.

Mr A K Mohanty, Senior Manager (Elect.), CHP  
Captive Power Plant Division,  
National Aluminium Co. Ltd.,  
Angul (Dist), ODISHA-759145  
e-mail: ashesh.mohanty@nalcoindia.co.in  
Mob. No: 9437963867

- CC:1.GM(F)-F.B.No.: 2024W25600/20, Date: 20/09/2024 (Through e-mail)
- 2. GM (H&A), CPP (Through e-mail),3.GM (Mech.), CHP (Through e-mail)
  - 4. GGM (E&S) (Through e-mail),5.MIC:SM (Elect.),CHP (Through e-mail)
  - 6. AGM (IED) (Through e-mail),7. AGM (Vig) S&P (Through e-mail)
  - 8. Office copy,9.Master copy
  - 10. Vendor: 02 (Two) copies (one hard copy & another soft copy through e-mail)

**BILL OF QUANTITY & SCHEDULE OF RATES:****ANNEXURE-II**

Line item No	Activity SINo.	Service Description	UOM	QUANTITY	RATE	AMOUNT
					Curr : INR	Curr : INR
( 1 )	( 2 )	( 3 )	( 4 )	( 5 )	( 6 )	( 7 = 5 x 6 )
1		Short term contract proposal for stone p				
1	1	Engagement of Stone pickers in CHP	Man Days	6,256.000	696.00	4,354,176.00
1	2	Engagement of Sergeant in CHP	Man Days	552.000	840.00	463,680.00
1	3	Cleaning & evacuation of Stone picking	Metric Tonne	350.000	20.00	7,000.00
<b>TOTAL</b>						<b>4,824,856.00</b>
<b>Discount in % : 0.00</b>						<b>0.00</b>
<b>Total After Discount</b>						<b>4,824,856.00</b>
<b>Premium in % : 0.00</b>						<b>0.00</b>
<b>Total After Premium</b>						<b>4,824,856.00</b>

**Total Amount in Words: FORTY EIGHT LAKH TWENTY FOUR THOUSAND EIGHT HUNDRED FIFTY SIX RUPEES ONLY (EXCLUDING GST)**

**Notes for BOQ and SOR:**

- (i) Rs.56,93,330.08 (Including GST @ 18%).( Ref. Payment Terms of Service Purchase Order).
- (ii) It is the responsibility of the contractor to satisfy the Statutory Authorities in case of any discrepancy arising on account of GST.
- (iii) Prior approval of Competent Authority is required for :
  - a) Execution of AHR items (Sl. No. NIL of BOQ) beyond original order quantity.
  - b) Quantity deviation (upward ) in any single item, which has significant impact on the contract value (i.e. above 5% of work order value).
- (iv) ALR item: BOQ Item no.3
- (v) GATE PASS: Temporary (SSW-03 & USW-34)
- (vi) Approving authority for this order is GGM (T&C).

BILL OF QUANTITY & SCHEDULE OF RATES:

ANNEXURE-II

Line Item No	Activity SNo.	Service Description
1		Short term contract proposal for stone p
1	1	Engagement of Stone pickers in CHP
1	2	Engagement of Sergeant in CHP
1	3	Cleaning & evacuation of Stone picking

## SAP Service Purchase Order

### Contains

#### 1st Page

1. Bidder Details
2. NIT & BID Details
3. Contract Period & Values

#### 2<sup>nd</sup> Page

4. Other Terms & Conditions of Contract

#### 3<sup>rd</sup> Page

5. Bill of Quantity & Schedule of Rates

# PART –A

## Contract Specific Information



## 2.2 **WORKERS UNDER USW & SSW CATEGORY**

Tender is invited from the bidders with relevant experience in similar field. Hence it is responsibility of the successful bidder to arrange and engage the stone pickers and the sergeants with relevant experience in the same field to avoid any mis-happening during the work execution. Contractor will be held responsible for any deviation in this regard. Contractor should obey the factory rules while engaging his work men.

## 3.0 **LIST OF INFRASTRUCTURE & EQUIPMENTS UNDER CHP STONE PICKING**

At present infrastructures at following locations have been made to execute the work.

- ❖ Stone picking locations CHP-1.( 1A,1B ,2A,2B,S/R-1,2 BOOM)
- ❖ Stone VAT Locations CHP-1- (TP-1,2 )
- ❖ Stone picking locations CHP-2. (BC- 101,102,105, 106, 107, 108 , 117 & S/R-3 BOOM)
- ❖ Stone VAT Locations CHP-2- ( JH-1,4,8,9 & Below BC-107,108 near TP-6)
- ❖ Stone picking locations CHP-3 (BC-120 Stone VAT & Reclamer-4 BOOM).

## 4.0 **SCOPE OF WORK**

4.1 **BROAD SCOPE OF WORK:** - Stone picking and removal of tramp metal or any visible foreign material in coal from running conveyor of Coal Handling Plant (CHP-1, CHP-2 & CHP-3)

## 4.2 **DETAIL SCOPE OF WORK:-**

### 4.2.1 **PROCEDURAL JOB SPECIFICATIONS FOR STONE PICKERS:**

1. The coal carrying conveyors are normally inclined and running at a speed of 3.0 m/s with 700-800 TPH. Ultimate aim of the contract is to restrict the passing of foreign material while bunkering of coal.
2. Removal of stones, boulders, very large sized coal lumps, gunny bags, visible foreign materials like metallic & non metallic pieces, rubber pieces & any other foreign materials from the conveyors at designated locations / points (CHP-1, 2 & 3) during running as well as in stopped conditions also as per requirement.
3. For breaking the big size of coal boulders into small pieces on conveyors, chutes, CBMS, Vibrating screen or at any other location the stone pickers coming in shifts should bring with them hammers, belchas, panjas and other Tools required for breaking/ removal of stones and big size coal.
4. Stones, Boulders and Foreign Materials Picked up /removed from Belt Conveyors or trapped at any other point need to be clean & dropped through discharge chutes / VATS available by the side of conveyors /Transfer points, Junction houses.
5. Party shall be allowed to trip the belt to remove very large size of stones/coal or foreign materials from the system, which cannot be removed online. All such foreign materials are to be shown to Engineer-In-Charge for certification.
6. Stone pickers can be deployed in other conveyor belts or locations if required to remove stones etc. and breaking them in to small pieces and discharge at required place as per advice of Engineer-in-charge.
7. Details of such work are to be carried out vigilantly round the clock and belts should never remain unattended.
8. Communicating with CHP Control Rooms promptly regarding system mal functioning if any.
9. Cleaning at the stone picking points in each shift for stones / coal boulders and other foreign material to avoid belt rubbing, jamming etc.

### 4.2.2 **PROCEDURAL JOB SPECIFICATION FOR SERGEANT:**

1. Reporting to shift-in-charge in every shift for presence and attendance of himself and the work men. Reporting of various activities pertaining to SOW at site, submitting the job slip duly acknowledged by shift-in-charge.



2. Manning the stone pickers at designated locations in each shift as per the status of running stream of conveyors in each CHP or as advised by shift-in-charge as per plant requirement.
3. To ensure that each stone picker should wear adequate safety protective devices PPEs like, safety belts, hand gloves, goggles, nose masks before occupying the job locations.
4. Arranging to carry out the breaking/ cleaning activities for stones, big boulders, foreign materials etc from conveyors, galleries, coal chutes, tunnels with his team as per the instruction of shift I/C.
5. To execute the job of stone VAT evacuation, arranging transport vehicles, loaders & transporting the stones to designated spot for safe disposal.
6. To segregate the big size coal boulders from stone Vat and to transport the same to coal yard.
7. Informing the field constraints if any like mal operation of STOP switches provided at the stone picking location, frequent ingress of foreign materials causing threat for belt cut etc to CHP control room.

**However the overall supervision is in the scope of contractor. No extra manning for supervisors has been taken into account in estimation / BOQ.**

#### 4.2.3 STONE VAT EVACUATION, TRANSPORTATION & SAFE DISPOSAL:

The contractor has to execute the following jobs during operation.

1. The party has to engage the mechanized loading mobile equipments like POKLEIN, JCB etc for faster and safe loading of accumulated stones, big size coals, boulders, foreign materials etc into the transporting vehicles like Tractor, Tipper, Dumper, Hywa etc with driver and labour for the transportation of collected materials from stone VATS to designated places of disposal. The vehicles used must have valid registration/insurance and fitness document throughout the contract period with proper license of driver. The lead distance for transportation is within plant boundary.
2. The unit of measured quantity for evacuation of VAT and transportation is in MT as per the Weigh Bridge Slip. The contractor has to raise the claim against weighment slips in each RA Bill received from NALCO CPP Weigh Bridge. In case of plant requirement, the stones to be delivered at the place of requirement to be used by any other agencies like CIVIL, Project deptt. etc inside the plant boundary.
3. The segregation of the coal and stone pieces from the stone VAT and thereafter disposal of stones is the responsibility of the contractor. The heavy machinery equipment such as Loader/JCB/Truck/Tripper/Dumper etc required for this work is in the scope of the contractor.
4. All these materials so accumulated should be collected and transported to designated places as per instruction by Manager-in-charge. **The contractor may be required to use Manual hammer, Rock Breaker, pneumatic drills/ hammers etc if required.**
5. **On short notice the contractor has to arrange the transport vehicles for immediate evacuation of stone VAT and safe disposal of stones, boulders, foreign materials inside the plant, as and where needed in the knowledge of respective area in-charges/ manager in-charge.**

**Note:** Any other work though not covered above but required for smooth and trouble free operation of Coal Handling Plant along with all associated systems shall be deemed included with the SCOPE OF WORK.

SUB: SHORT TERM CONTRACT FOR STONE PICKING & TRAMP METAL REMOVAL FROM RUNNING CONVEYORS AND SAFE DISPOSAL IN CHP.

SPECIAL CONDITINS OF CONTRACT

**1.0 SPECIAL APPLICABLE TERMS**

The special conditions of the contract (SCC) are complementary to and shall be read in conjunction with General Conditions of Contract (GCC) of NALCO for works/Job contracts.

- 1.1 Work shall be executed in shifts as mentioned in the scope in all the days including Sundays and holidays.
- 1.2 Contractor has to deploy one safety sergeant/supervisor per shift whose responsibilities lies to carry out all those works as stated in the scope.
- 1.3 **Shortfall in supply** of stone pickers and / or safety sergeants will attract penalties (**Ref: Clause-04 of SCC**)
- 1.4 Contractor's representative (**SAFETY SERGEANTS**) shall report to the shift I/C at the beginning of each shift and shall depute the stone pickers at designated locations as per instruction of concerned shift I/C. He will keep in touch with the shift I/C constantly & should appraise him regarding the various developments in concerned areas.
- 1.5 **The contractor shall take all safety measures for the job. Necessary human safety protective devices / equipments need be provided to workmen by the contractor. Safety clearance is to be taken from safety department/ safety officer before starting the job.**
- 1.6 **Contractor should note that the workmen under his control will be working in the vicinity of running equipment, so they should be given proper instruction to be careful to avoid any accident, injury or loss of life etc. It is the responsibility of the contractor to deal such cases in case it happens and Nalco should not be held responsible in no case.**
- 1.7 The contractor should keep adequate extra manpower over the minimum stipulated manpower so that weekly off to the workmen can be given without shortage of estimated workmen required per shift as mentioned in **Scope of Work** on Manpower assessment. No extra cost can be charged by the contractor.
- 1.8 Site persons & safety sergeants of the contractor must move with torch light at site.
- 1.9 The contractor shall have to ensure that their workers maintain proper discipline. In case of bad behavior the contractor has to replace that person immediately with a suitable substitute.
- 1.10 If the EIC has reasons to believe that any workman is involved in unlawful activities, he may recommend to revoke the gate entry permission to the concerned worker or supervisor to enter into the plant premises and may ask the contractor to take immediate suitable action.
- 1.11 If contractor fails to continue with the job or does not take much interest in the job or show any negligence in execution of the said contract, the MIC may get the job done by engaging any other agency at the risk and cost of the contractor, beside suitable recovery from the contractor's bill. The contractor has to submit the completed job slip in writing of the executed job with the concerned section in-charge on daily basis.
- 1.12 The work order rate will be on firm price basis during the entire contract period.
- 1.13 The contractor shall comply labor statutory requirements such as PF, Insurance, and Labor License etc.
- 1.14 The contractor has to ensure the wage payment of all workers within ten days of each month.
- 1.15 The contractor shall provide all safety appliances to his people. In case of non-compliance of PPE's, it will attract penalties (**Ref: Clause-04 of SCC**)
- 1.16 The contractor has to submit the completed job slips for the assigned work on daily basis, giving the details of man power deployed at site to confirm their adequacy in order to complete the job within stipulated time frame. Engineer In charge reserves the right of returning the job slips not submitted in time.
- 1.17 In case of stoppage of work by the contractor, the job will be executed at the risk & cost to the said contractor.

- 1.18 The job quantity may vary +/- 10% abruptly over of the scheduled quantity and the contractor should not raise any objection to that.
- 1.19 Party has to follow all the statutory acts, law and regulations as applicable.
- 1.20 The contractor shall not withdraw the work-force including sergeants from work duty without prior notice being given to the appropriate authorities of NALCO. Further, if such withdrawal would jeopardize the normal process of work/interest of plant, then no such withdrawal will be allowed at any cost till alternative arrangement is made by the contractor
- 1.21 The penalty as per the clause-4 of SCC will be imposed for each case of the default.
- 1.22 In case of any dispute, the decision of Manager-in-charge is final and binding.
- 1.23 Contractor has to ensure the deployment, engagement and performance of the workmen, adherence to safety requirements, removal and transporting of removed items from / below the designated points before accumulation which may cause inconvenience to perform the job or creating environmental hindrance. Non-performance in this regard if any will attract penal recovery.

## 2.0 GENERAL APPLICABLE TERMS & CONDITIONS

### 2.1 Performance of Work

#### a) Execution of assigned / regular jobs:

All the work specified under job items under Stone /boulders/ Tramp metal pick up & removal from the running conveyors shall be executed in strict conformity with the provisions of the work-order /contract documents as per detailed scope of work, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in time with the most substantial, proper and workman like manner using the quality labour, proper tools and tackles throughout the job Completion in strict accordance with the instructions, specifications and to the entire satisfaction of the Engineer-in-Charge.

#### b) Work on Sundays and Holidays:

As it is 06 months (184 days) contract, for carrying out works including on Sundays and holidays, the contractor shall have to avail the necessary CISF gate entry passes / permissions for Sundays & holidays for a month ahead of the schedule in writing from the Engineer-in-Charge or his representative at least two days in advance and obtain permission.

#### c) Payment of wages: The contractor shall observe all labour laws, rules for payment of wages and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor.

### 2.2 Inspection of Works:

The Engineer-in-Charge or his representative will have full power and authority to inspect the work-in-progress at any time. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge or his representative carry out such inspection. Orders given to the contractor's agent / representative shall be considered to have the same force as if they had been given to the contractor himself.

The operation of said job at CHP will be jointly inspected on regular basis by a team comprising the Engineer-in-charge/Area in-charge & the contractor / his site in-charge. In case, the contractor is not available, he should nominate his authorized representative for the joint inspection. During inspection, the job in the area will be treated as complete provided it is free from accumulation of stones, boulders etc the stone pickers wear PPE etc. The areas should be giving a good aesthetic look. There should not be any obstruction in movement of men & material & machine in any area. During inspection, the decision of the Engineer-in-charge or his authorized representative will be final & binding on the contractor for all practical purposes. In case, the job execution is not found up to the expectation of the Engineer-in-charge, the same will be carried out by the external agency and the cost will be recovered from contractor's bill.

### 2.3 TIME SCHEDULE:-

Sl. No.	Job Description	Allowable time (in minutes)
2	Coal feeding clearance for conv after manual stopping	5-10
3	Cleaning of conveyors gallery for stones, boulders	20-30
4	Cleaning of coal chutes for big stones, boulders etc	15
5	Removal of spillage coal due to ingress of stones, boulders & foreign materials	20-30
6	Evacuation of stone ,scrap VAT & safe disposal	15-20 days

**Note-** All the operations to be carried out for minimizing delay in coal feeding & for earliest system availability.

### 2.4 Procedure for Measurement/ Billing of Work in Progress:

All measurements shall be in metric system as per specified UOM in the schedule of quantity. All the works in progress will be jointly measured /assessed by the representative of the Engineer-in-Charge and the contractor's authorized agent progressively. Such measurements will be recorded by the sergeants in the daily job-slips or measurement book endorsed by the Engineer-in-Charge or his authorized representative in token of acceptance of the job executed.

For the purpose of engaging loaders, vehicles for transportation quantity of stones, boulders etc from VAT, the contractor's representative shall inform the site in-charge ahead of schedule and to be present at site as and when required by the Engineer-in-Charge. If, however, he remain absent for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

### 2.5 Billing:

The contractor shall raise monthly RA bills ( total 06 RA bills for 6 months) in approved pro-forma, detailed with executed quantities (item-wise) , approved rates, executed bill amount, Wage escalation ,Copy of wage payment sheet for the corresponding period, HRD clearance, GST calculation sheets etc, in duplicate and submit it in the office of the Engineer-in-Charge with detailed daily measurement sheets countersigned by the concerned shift in-charges and/or area-in-charges as the case may be against various items executed during that month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge shall check, verify and take those requisite measurements for the purpose of settling the claim as far as admissible, adjusted, if any, Before the expiry of 07 days from the date of submission of the bill completed in all respect, it will be processed and released from the depts for necessary scrutiny and payment by finance depts.

RA bills without necessary documents like HRD Clearance, copy of last labor- wage payment sheets, in-complete job slips, Filled-in GST invoice etc will not be processed.

### 2.6 Tools & Tackles

To carry out the coal reclamation & chute cleaning jobs (in shifts & Gen. Shifts) the contractor has to arrange the required tools, tackles, especially as mentioned below.



Sl No	Tools/Tackles required	Quantity in No to be arranged by party
01	Torch light with cells	10
02	Dragging rods (Panja )	15
03	Belcha	10
04	Portable Hammer	05
05	Long arm Scrappers	10

All the working tools and tackles, safety appliances and personnel protection equipments are to be provided to the labors by the contractor at his own cost.

### 3.0 ASPECT OF SAFETY & ENVIRONMENT

#### 3.1 Safety

Before starting the job, the contractor has to obtain safety clearance from the safety department of CPP, NALCO for safe working of their workers with required tools, tackles etc.

- The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, ear muff, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.*
- The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.*
- All working personnel should have proper safety certificate issued by Safety deptt, CPP, NALCO before start of the work. No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must including safety belts when working at heights.*
- Workman has to work with all safety precautions. Safety of the workmen & equipment will be entirely contractor's responsibility. In case of any work injury, major or minor, contractor will have to provide medical aid. If contractor's representative is not available for medical care, the worker will be treated in NALCO as well as outside hospitals and the cost of treatment will be deducted from the contractor's monthly bill.*
- CHP is a fire & accident-prone area. The contractor's people should get acquainted with all safety devices of the conveyors & drives. The people should always be vigilant so that in case of any eventuality/ any sign of fire/ theft of site safety devices, it should be communicated to CHP-II control room immediately.*
- All the safety appliances required for safe working as decided by NALCO CPP safety department shall be provided by the contractor to his workmen.*

**“Paying money in lieu of safety appliances is not at all acceptable.”**

#### NOTE-

The first RA bill of the contractor will not be processed if he /she fails to fulfill the above statutory requirements. In case, if it is noticed that the contractor has failed to provide these safety appliances, NALCO will supply these items to the workers & the value will be deducted from the contractor's bill.

### 3.2 ENVIRONMENT ASPECT:

The contractor shall adhere to safe environment practices & shall perform in line with the company's available environment policy. The contractor shall also guard against any hazardous & unsafe working conditions; scrap & waste generated during different activities including its disposal should be in a manner to minimize their harmful effects on the environment. The various activities of the contractor at site should not create any adverse effect on ambient air & water quality at work site & adjoining area.

Sl. No.	Aspects	Impact	Responsibilities of contractor
1	Emission of dust: -During coal feeding at JH/TP, coal conveying etc.	Air pollution (Health hazard)	The contractor should ensure that workers working in vicinity of the afore-mentioned area wear nose masks to prevent dust ingress.
3	Generation of noise during conveying.	Noise pollution (Health hazard)	The contractor should ensure that the workers working near the JH/ TPs, Crusher house & other noise generation areas should wear earmuffs.
4	Improper handling of scrap	Land pollution (Depletion of resources)	The contractor should ensure that the ferrous & non-ferrous scraps are transferred to designated places only.
5	Coal spillage during conveying, stacking & reclaiming	Air pollution (Depletion of resources)	The contractor should transfer the spilled coal back to the running / static conveyor, coal yard.
6	Wastage of water	Depletion of vital resources	The contractor must ensure that there is no wastage of water at the work site The contractor must also ensure that all the water tapping are in closed condition when not used.
7	<u>Vehicle pollution</u>	<u>Un-healthy work atmosphere</u>	All the motor vehicles of the contractor used for transporting materials/machinery etc. should have pollution control certificates and the same should be submitted at the time of obtaining gate passes.
8	<u>Debris handling</u>	<u>-do-</u>	The contractor must ensure that all the stones/boulders /debris generated during the work is transported safely to dump yard such that there is no spillage of debris on the road during transportation.
9	<u>Dust suppression at work site</u>	<u>-do-</u>	The contractor must ensure dust suppression measures in the work areas by sprinkling of water, etc. and also ensure that all his workers use dust masks while working in dusty areas.


**4.0 PENALTY CONDITIONS  
RECOVERY AGAINST MAL-EXECUTION & NON-PERFORMANCE:**

Sl. No.	Description	Recovery
1.	Absence / Short fall From minimum estimated manpower	USW SSW(Sergeant) Rs.150/- per absentee per shift ( A,B,C &G) Rs.200/- per absentee per shift ( A,B,C &G) over & above the nonpayment against non execution of both above items.
2.	Damage of equipments like belt cutting ,snapping ,damage of crusher screens due to non picking of stones , boulders ,foreign materials without any external / system constraint	Rs.5000/- per each case will be deducted from RA Bill
3.	Non- removal of stones, boulders, foreign materials l from Stone VATS, conveyors, Galleries, chutes within stipulated time period due to constraints caused by the contractor.	Rs.1000/- per each case will be deducted from RA Bill
4.	Major coal spillage from coal chutes (more than 02 cum) due to non-removal of stones, boulders, foreign materials from transfer chutes.	Spillage is to be cleared by the contractor free of cost. Additionally Rs.200/- will be deducted from contractor's bill as penalty per case.
5.	Non-execution of assigned jobs / deficiency in field supervision by contractor under the scope of work.	Rs. 500/- per case will be deducted from contractor's RA bill.
6.	Strike by contractor or stone pickers.	No payment for the items under the specified scope of work for that period (hrs/ shift/day) will be made in proportionate& in addition Rs.500/- per hr will be deducted from the RA bill.
7.	Non-payment of labor-wage in time.	NALCO may pay the labor dues directly. The paid amount & additional penalty of 20% of the aggregate amount will be recovered from the contractor's bill.
8.	Non-availability of tools & tackles.	Rs.50/- (Rupees fifty) per observation per labor per day.
9.	Non-use of safety appliances.	Rs.50/- (Rupees fifty) per day per labor.
10.	Non-Submission of Daily Job Slips.	Rs.50/- (Rupees fifty) per day per case of non-compliance.

**NOTE:**

- The above clause of penalty conditions will be applicable to the respective contractor under stone picking & tramp metal removal of CHP.
- Management may enforce additional penalty due to short-fall against actual claim Vs attendance recorded through electronic / biometric punching system as applicable.



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PRE CONTRACT INTEGRITY PACT

ANNEXURE-C21

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 17<sup>th</sup> day of the month of Aug. 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 Ms L.Maria, SM (Mech.), Tender & Contract, CPP (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. Govinda Enterprises represented by Shri Govinda Ch Barah, 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 "SHORT TERM CONTRACT FOR STONE PICKING & TRAMP METAL REMOVAL FROM RUNNING CONVEYORS AND SAFE DISPOSAL IN CHP" 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

*Amara*

M/s. Govinda Enterprises

*[Signature]*  
Proprietor



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- 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.

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M/s. Govinda Enterprises

*Govinda*  
Proprietor




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- 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 Bidders/ 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 :

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M/s. Govinda Enterprises  
*[Signature]*  
Proprietor




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- 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:-
- 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.
  - 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.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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

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M/s. Govinda Enterprises  
*[Signature]*  
Proprietor




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- the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
6. Independent External Monitors (IEMs):
- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website ([www.nalcoindia.com](http://www.nalcoindia.com)).
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
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:

*Manu*

M/s. Govinda Enterprises  
*Govinda*  
Proprietor

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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

Gotamara 13/08/2024

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer: Ms J. Maria

Designation: SM (Mech.), Tender & Contract, CPP

Company: NALCO

Official Seal

Witness

Witness

1. Janku P. No-10391
2. S.B. Sasmita Behera  
P. No-09013

1. Jyotiranjana Nanda  
At/PO-Dhatpur, Dhenkanal
2. Pratap Kumar Panda  
Nikash Ganes Fei Road  
Nahanagar Angul

M/s. Govinda Enterprises

Proprietor

At/PO-Gotamara  
Dist - Angul  
Pin - 755128



# PART –B

## General Instructions to Contractors

1. **SCOPE OF WORK:** The Scope of Work shall be as detailed in enclosed at Annexure-IA. The work shall be carried out as per direction of Engineer-in-charge/Manager-in-charge subject to Special Conditions of Contract given in Annexure-IB.
  - 1.1. The Engineer-in-Charge for subject work is as mentioned in Page-1. Sl. No. F. You are requested to report to him for all matter relating works, payment etc.
2. **SPECIAL CONDITIONS OF CONTRACT: As per Annexure-IB**
3. **QUANTITY & RATE:** The quantity & rate schedule is enclosed at Annexure-II.
4. **QUANTITY VARIATION:** The Quantities mentioned in the schedule are approximate in nature and may vary by a wide margin for which the contractor shall have no option but to execute the works, as per direction of the Engineer-in-charge at the same rates, terms & conditions.
5. **GENERAL INFORMATION:**
  - 5.1. Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed permitted laden weight as certified by registering authority for the respective vehicles.
  - 5.2. Wherever applicable Bank Guarantee are to be submitted in Nalco's revised prescribed format only from NALCO's approved Banker.
  - 5.3. Letter / Fax of Intent is an acceptance of offer and the tenderer should communicate the acceptance of the same within 7 days of issue of Letter / Fax of Intent, failing which it will deemed to have been accepted by the tenderer.
6. **CONTRACT DOCUMENT:**
  - 6.1. The contract shall comprise NIT documents, contractor's offer, pre-award negotiation documents, minutes of meetings, letter of acceptance, concerned drawings if any, work order and its subsequent amendments / addendums / corrigendum.
  - 6.2. All other terms and condition shall be as General Condition of contract, special condition of contract and the NIT documents subject to the deviations mutually agreed between NALCO and the contractor. In case of any contradiction between the provision of Annexure- A1 and special conditions of contract/ scope of work / technical specification, the provisions in the later will prevail
  - 6.3. **The documents as stated below shall constitute the integral part of the Contract:**
    - 6.3.1. Conditions of Integrity Pact.
    - 6.3.2. SAP Service Purchase Order with Bill of Quantity.
    - 6.3.3. Scope of Work/Technical Specifications.
    - 6.3.4. Drawings if any.
    - 6.3.5. Special Conditions of Contract.
    - 6.3.6. General instructions to contractors
    - 6.3.7. General Conditions of Contract (GCC)
    - 6.3.8. Relevant Indian Standards.
  - 6.4. 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. **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:** At any time from the commencement of the work if the Owner decides for whatsoever reason, not to carry out the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

## 8. ENERGY/WATER/GROUND/BUILDING PREMISES:

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

- 8.1.1. 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.
- 8.1.2. 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.
- 8.1.3. 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.

### 8.2. 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:

- 8.2.1. 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.
- 8.2.2. 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.
- 8.2.3. At the time of charging of power supply, initial meter reading will be jointly noted by representatives of contractor, Estate Department and Electrical Department.
- 8.2.4. 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.
- 8.2.5. 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.
- 8.2.6. 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.
- 8.2.7. 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.
- 8.2.8. The final bill will not be processed without compliance of the above. (Supporting document to be attached).



8.3. 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.

8.4. Following penal actions shall be initiated against the unauthorized occupant;

8.4.1. Disconnection of power and water supply lines to be made,

8.4.2. 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,

8.4.3. Initiation of eviction proceedings in the Estate Court for outside Plant establishments

**9. 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.**

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

9.2. 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.

9.3. The contractor has to ensure that no contract labour should enter the plant/work premises without valid photo pass.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

**10. RECOVERY TOWARDS COMPENSATION FOR DELAY:**

10.1. 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-IB).

10.2. 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-IB). GST as applicable shall also be recovered.

11. **CONTRACT PERIOD:** Time of completion is the essence of the Contract. The contract period for this work is as mentioned in Page-1 from the Effective date of contract.

## 12. EXECUTION OF CONTRACT AGREEMENT:

- 12.1. 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 Odisha High Court, in the specific format (Annexure-C23 of NIT). 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/-.
- 12.2. 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.
- 12.3. Contract Agreement is mandatory before starting of work. EIC/MIC will ensure before Gate Pass is issued.
- 12.4. No bill shall be payable unless the agreement is signed, if signing of agreement is applicable

## 13. SECURITY DEPOSIT:

- 13.1. 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 .

- 13.2. 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}
- 13.3. The Earnest Money Deposited along with the tender, by the successful bidder, if any shall be adjusted towards security deposit / initial security deposit.
- 13.4. 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.

## 14. BANK GUARANTEES: -

- 14.1. The Party/Contractor has to submit Bank Guarantee against Performance Guarantee Bond (PGB), Security deposit (SDBG), Free Issue Material (FIMBG), Advance BG (ADVBG), Performance Bank Guarantee (PBG), and Contract Cum Performance Guarantee (CPBG) where ever applicable.
- 14.2. The BG in prescribed format (Annexure-C11 to Annexure-C16 of NIT) should be issued by approved Banks listed at Annexure-C17 of NIT having its branch at Angul/Bhubaneswar and the BG should be registered in Structured Financial Messaging System (SFMS) for BG Confirmation and Lodging of claim. Place of Encashment may be limited to Angul/Bhubaneswar only.
- 14.3. The original BGs should be sent by the Bank directly in the address of 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).

- 14.4.** Each BG contains a start date, expiry date and claim date. The validity of BG (Start date to expiry date) should cover the 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 Contract requirement.
- 14.5.** 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 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.

**15. SECRECY TERMS: -**

- 15.1.** 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.
- 15.2.** Breach of Secrecy: In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, forfeit security deposit **and claim damages from the party.**

**16. GATE PASS & SECURITY:**

- 16.1.** 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.
- 16.2.** 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. In case of discontinuation of job by the workers, the cards will be surrendered to the CISF under intimation to unit HRD.
- 16.3.** 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.
- 16.4. 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.

**16.5. 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)

**17. SUPERVISION:**

**17.1.** 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.

**17.2.** Under prevailing statute, the supervision should be carried out by a capable competent person.

**18. MATERIAL TOOLS & TACKLES:**

**18.1.** 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.

**18.2. FREE ISSUE MATERIALS / CONSUMABLES:**

Unless mentioned otherwise in the attached tender documents, Argon Gas & Co<sub>2</sub> 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:

- 18.2.1.** 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.
- 18.2.2.** 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.
- 18.2.3.** 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.
- 18.2.4.** 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 available in the Pact-C of NIT document.
- 18.2.5.** 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.



19. PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:

19.1. 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. The contractor shall have to make labour payment accordingly, along with applicable statutory benefits.

SL. NO.	CATEGORY	MINIMUM RATES OF WAGES PAYABLE INCLUSIVE OF WAGES FOR WEEKLY OFF, VDA & CANTEEN SUBSIDY W.E.F. 01.10.2024			
		Minimum Wage Rates (Inclusive of Wages for Weekly Off & VDA) (In Rs.)	Additional Element (In Rs.)	Canteen Subsidy (In Rs.)	Total (In Rs.)
1	Unskilled Worker (USW)	526.00	55.00	30.00	611.00
2	Semi-Skilled Worker (SSW)	655.00	55.00	30.00	740.00
3	Skilled Worker (SW)	783.00	55.00	30.00	868.00
4	Highly Skilled Worker (HSW)	912.00	55.00	30.00	997.00

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. The contractor failing to make payment of labour wages as per applicable Law, may be debarred / banned for conducting future business with NALCO.
- 19.6. Wage & other payments to the workmen engaged by the contractor should be made through Bank and the amount should be deposited in the respective account of the individual workmen within the stipulated period as per statute. The copy of the payment sheet along with the copy of bank statement is to be submitted to executing dept. & HRD dept. for necessary verification and record. One-time contract up to 89 Days and emergency contract may be excluded from this purview.
- 19.7. **PRICE VARIATION FOR LABOUR:** 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.
- 19.8. **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.

## 20. LABOUR LAWS:

**20.1.** The contractor 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.

- 20.1.1. Building & other Construction Workers (RE & CS) Act 1996
- 20.1.2. Child Labor (Prohibition & Regulation) Act 1986,
- 20.1.3. Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
- 20.1.4. Employees' State Insurance Act, 1948.
- 20.1.5. Factories Act, 1948
- 20.1.6. Industrial Dispute Act 1947,
- 20.1.7. The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1976
- 20.1.8. The Maternity Benefit Act 1961
- 20.1.9. Minimum wages Act 1948.
- 20.1.10. Payment of Wages Act 1936,
- 20.1.11. Payment of Bonus Act 1965,
- 20.1.12. Payment of Gratuity Act, 1972
- 20.1.13. Employees' Compensation Act 1923.
- 20.1.14. Contract Labour (R&A Act, 1970)

## 21. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM:

- 21.1. 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.
- 21.2.** 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.
- 21.3. 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 of NIT).
- 21.4.** 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.

- 21.5. 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.
- 21.6. **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.
- 21.7. The contractor shall be fully responsible for accidents caused due to him or his agents workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensations for injuries.
- 21.8. Without prejudice to the right conferred by the Clause 16.7 above for stoppage of work for violating of safety requirements, the contractor shall be liable for penalty up to ` 3,000/- for the first violation and up to ` 5,000/- for the second violation. For the third violation, he shall be liable to be debarred from further contracts up to a period of one year minimum from the date of completion of jobs in hand.
- 21.9. The Engineer in-charge executing the contract will assess the penalty amount having regarded to all the circumstances, in particular the nature and the gravity of the violation & will issue a show-cause notice specifying therein the proposed penalty. Considering the cause shown by the Contractor, if any the Engineer in-charge executing the contract shall pass final orders which shall then be final and binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / SD or the Contractor without any further reference to him.
- 21.10. Whenever work at height is involved, contractor must obtain working at height permit form concerned Dept. for these persons required to do work at height as per Appendix-C mentioned in safety code for contractors.

## 22. ENVIRONMENTAL REQUIREMENTS:

- 22.1. 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 of NIT.
- 22.2. 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.

## 23. ENERGY MANAGEMENT SYSTEM (ISO 50001):

- 23.1. The Energy Policy of NALCO is attached (Annexure-A6 of NIT). The Service Provider needs to comply all the requirements of the Policy in consultation with the Manager-in-Charge of the contract.
- 23.2. 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.
- 23.3. The Energy Policy of NALCO is attached. The Service Provider needs to comply all the requirements of the Policy in consultation with the Manager-in-Charge of the contract.

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.

#### 24. QUALITY OF WORK:

- 24.1.** The contractor shall execute the job under their adequate supervision of experienced and qualified personnel 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.
- 24.2.** 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.
- 24.3.** Contractor shall use instruments calibrated in a Laboratory, accredited to NABL / Laboratory approved by the manufacturer for measurements/tests/inspection.

#### 25. DEFECT LIABILITY PERIOD (DLP):

- 25.1.** 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 Page.2.
- 25.2.** DLP for SPECIALISED WORKS:
- 25.2.1. Water proofing (Below or above ground) and Roof treatment works -10 YEARS
  - 25.2.2. Post construction Anti-termite treatment - 5 YEARS
  - 25.2.3. Weather proof Paint works - 4 YEARS
- 25.3.** In some cases appropriate DLP can be considered depending upon the nature of the job.

#### 26. PAYMENT TERMS:

- 26.1.** 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.



- 26.2. If the contract value is Rs.20,000/- or less, full and final bill will be admitted.
- 26.3. 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.
- 26.4. On award of the contract to the party, it becomes mandatory by the contractor to enclose a deviation statement with RA bill once the executed value of the work has reached 80% of the awarded value.
- 26.5. 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.
- 26.6. 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.
- 26.7. GST TDS as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bill.
- 26.8. 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.)
- 26.9. Payment against Final Bill will not be released if royalty clearance certificate as stated under Royalty Clearance is not submitted by the vendor.

## 27. BILLING & INVOICING:

- 27.1. 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.
- 27.2. Period of raising RA Bill and GST Invoice will normally be 1 month unless otherwise specified in Special Condition of Contract. GST Invoice amount should always match to RA Bill / Final Bill amount.
- 27.3. The RA Bill (in duplicate) will be accompanied by
  - 27.3.1. Joint Measurement Sheet signed by Contractor & EIC/MIC.
  - 27.3.2. R.A. Bill Form signed by Contractor & EIC/MIC.
  - 27.3.3. Human Resource Dept. (HRD) Clearance (if applicable)
  - 27.3.4. Safety Certificate in 1st RA Bill issued by Safety Dept
  - 27.3.5. Any other document required by EIC/MIC or as per directive from statutory authorities.
  - 27.3.6. Deviation statement once the executed value reaches 80% of the Order value.

**27.4. Similarly, in addition to above the Final Bill (in quadruplicate) will be accompanied by**

- 27.4.1. Material Reconciliation Statement for Free Issue Material, (if applicable)
- 27.4.2. Stores Issue Voucher, Stores Return Voucher, Material Transfer Voucher if any.
- 27.4.3. No claim certificate duly signed by the contractor. (Annexure-C28 of NIT)
- 27.4.4. No due certificate from suggested by MIC. (Annexure-C28 of NIT)
- 27.4.5. Work Completion certificate from EIC/MIC. (Annexure-C29 of NIT)
- 27.4.6. Deviation Statement
- 27.4.7. Handing over / taking over certificate (wherever applicable)
- 27.4.8. Satisfactory commissioning protocol (wherever applicable)
- 27.4.9. Royalty clearance certificate (wherever applicable)
- 27.4.10. Electrical License (if required)
- 27.4.11. Dismantling of Temp Structure, Disconnection of Water/Elect. & Clearance of Charges.
- 27.4.12. Note: - Certificates not applicable to a particular work will be certified by the MIC.
- 27.4.13. Anti-Profiteering Declaration Format
- 27.4.14. 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.

**27.5.** 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.

**27.6.** 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.

**28. TAXES & DUTIES:**

**28.1. GOODS & SERVICES TAX (GST)**

- 28.1.1. The Rates indicated in Annexure-II are inclusive of all but exclusive of GST.
- 28.1.2. The contractor must provide GST No including copy of Registration Certificate.
- 28.1.3. 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.
- 28.1.4. The contractor should submit the GST Invoice as per the format Annexure-C9 of NIT 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.
- 28.1.5. 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.
- 28.1.6. As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service.
- 28.1.7. Payment of GST is subject to compliance as stated in Payment Terms.

28.1.8. 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.

28.1.9. 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.

## 28.2. Anti-Profiteering Clause (Sec 171 of CGST Act) Applicable for Indian Bidders)

28.2.1. 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.

28.2.2. 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.

28.2.3. 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.

## 29. INCOME TAX:

29.1. The contractor must provide PAN including copy of Registration Certificate.

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

29.3. 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.

29.4. 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.

29.5. 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.

30. **CESS UNDER RE&CS ACT:** Cess will be deducted as per Workers' (RE&CS) Act 1996 and as stated under payment terms.

31. **ROYALTY CLEARANCE:** As per Mines and Minerals Act of Govt. of Odisha 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.

32. **Other Terms & Conditions:** The conditions mentioned in this work order are some of the important salient points. All the detailed terms, conditions & guidelines available in the NIT will be binding/applicable for this work order.

## 33. CONTRACT CLOSURE:

33.1. 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.

33.1.1. It will be the responsibility of the Contractor in all three stages to lodge necessary claims with EIC/MIC and settle it as follows.

- 33.1.2. 1st stage - Submission of Final Bill, and Performance Guarantee Bond (PGB) maximum within 3 months from the end date of contract period.
- 33.1.3. 2nd stage - Submission of Claim letter for release of SD/PBG maximum within 15 days from the date of closure of Guarantee/DLP.
- 33.1.4. 3rd stage - Settlement of all outstanding relating to the Contract, before release of Contract Completion Certificate (Annexure-C29 of NIT) by EIC/MIC with concurrence of Finance regarding Contract Execution Value.
- 33.1.5. NALCO reserves the right to short close the contract by serving 15 days' notice to the contractor, when either the contract value or the assigned BOQ quantity has already been executed. The decision of NALCO in this regard shall be final & binding on the contractor.

#### 34. BLACKLISTING/BANNING/SUSPENSION/DELISTING OF BUSINESS/HOLIDAY LIST

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

- 34.1.1. 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;
- 34.1.2. If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
- 34.1.3. 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.
- 34.1.4. If the Firm refuses/fails to return the Company's dues without adequate cause;
- 34.1.5. If the Firm is blacklisted by any Department of the Central Government/ State Government.
- 34.1.6. 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.
- 34.1.7. Misbehavior/ threatening of departmental supervisory staff during work execution.
- 34.1.8. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- 34.1.9. Persistent & intentional violation of important conditions of contract.
- 34.1.10. Submission of false/ fabricated/ forged documents for consideration of a bid.
- 34.1.11. If declared bankrupt or insolvent.

**34.2. 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.

- 34.2.1. Any failure to execute the contract satisfactorily.
- 34.2.2. 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.
- 34.2.3. Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period.
- 34.2.4. Submission of false declaration / documents in the offer.
- 34.2.5. Misconduct / misbehavior of the contractor or any of the workers engaged by them.



34.2.6. Non-compliance of environment, safety and health requirements including use of proper PPEs.

**34.3. 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. The list of the suspended party will be circulated to all Units and the reasons of suspensions shall not be communicated to the firm confirmed. Suspension of business may also be considered if the firm resorts to any legal dispute by filing suite in a court of law.

**34.4. Delisting from Vendor List against all Contracts:**

34.4.1. 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.

34.4.2. The assessment ratings are reviewed and the contractors are reminded for improvement in next assessment period if their performance rating is poor.

34.4.3. 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.

34.4.4. 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.

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

34.4.6. 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.

**34.5.** 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.

**34.6. 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.**

**35. TERMINATION OF CONTRACT:**

**35.1.** 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 EMD and 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 of NIT.

**35.2.** 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.

**35.3.** 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.

**36. ARBITRATION:**

The clause No.87 of General Conditions of contract shall be applicable in case 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.

37. **JURISDICTION:** For all disputes arising out of this contract, jurisdiction of honourable courts in Angul, Odisha shall apply. The contract is constructed according to and governed by laws in force in India.

Annexure-C32

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 wherever 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 it could result in penalties under the law.

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

Place: \_\_\_\_\_

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

