

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-5411/5300008139/2024/

NALCO's GSTN :21AAACN7449M1Z9

Date : 24.09.2024

TO: BINAYAK CONSTRUCTION,
AT/PO- GOTAMARA P.S. BANARPAL
ANGUL 759128 ANGUL
Odisha India
Tel:9437199247 Fax:
Email:binayakconstruction3151@gmail.com

[305934]

PAN NO : CHLPB1417L
GST REG NO : 21CHLPB1417L2ZO
EPF NO : OR/6007
ESI NO : 44-5865-101

Sub :SHORT TERM CONTRACT FOR REMOVAL OF SPILLED-OUT HYVA & TRUCK COALS INTO COAL YARD DRAINS AS WELL AS ROAD SIDE DRAINS AT CHP.(SAC No.998519)

Ref.:

- 1) Refer e-office file no.: 1300-065-12-11/0010/2024-063 (Computer No.91116) for details.
- 2) RFP No.: CPP/T&C/GeM-144/MC-5411/NIT/2024/256 Date:30.07.2024
- 3) Our Online Tender ID No.: GEM/2024/B/5237236 Date:01.08.2024
- 4) Your Online Bid opened on Date:22.08.2024
- 5) GeM Contract No.: GEMC-511687797113384 Date:12-Sep-2024
- 6) LOI No.:CPP/CNT/MC-5411/LOI/2024/348 Date:12.09.2024

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)

| SI 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 3,65,580.00 (Excluding GST of Rs.65,804.40)**

(C) EFFECTIVE DATE OF CONTRACT: 19.09.2024

(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 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, SM (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.: 2024W25600/14, Date: 06/09/2024 (Through e-mail)
- 2. GM (H&A), CPP (Through e-mail)
 - 3. GGM (E&S) (Through e-mail)
 - 4. GM (MECH.), CHP (Through e-mail)
 - 5. Manager-in-charge- 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 for removal of spill | | | | |
| 1 | 1 | Deployment of JCB / Ex-70 | Hours | 420.000 | 799.00 | 335,580.00 |
| 1 | 2 | Transportation of coal by Tipper/Tractor | Cubic meter | 600.000 | 50.00 | 30,000.00 |
| TOTAL | | | | | | 365,580.00 |
| Discount in % : 0.00 | | | | | | 0.00 |
| Total After Discount | | | | | | 365,580.00 |
| Premium in % : 0.00 | | | | | | 0.00 |
| Total After Premium | | | | | | 365,580.00 |

Total Amount in Words: THREE LAKH SIXTY FIVE THOUSAND FIVE HUNDRED EIGHTY RUPEES ONLY (EXCLUDING GST)

Notes for BOQ and SOR:

- (i) Rs.4,31,384.40 (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 (up ward) in any single item, which has significant impact on the contract value (i.e. above 5% of work order value).
- (iv) Item Sl. No.1 is ALR item.
- (v) GATE PASS: Temporary
- (vi) Approving authority for this order is GM (T&C).

BILL OF QUANTITY & SCHEDULE OF RATES:

ANNEXURE-II

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|--------------|----------------|--|
| 1 | | Short term contract for removal of spill |
| 1 | 1 | Deployment of JCB / Ex-70 |
| 1 | 2 | Transportation of coal by Tipper/Tractor |

SAP Service Purchase Order

Contains

1st Page

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

2nd Page

- 4. Other Terms & Conditions of Contract

3rd Page

- 5. Bill of Quantity & Schedule of Rates

PART –A

Contract Specific Information

SUB: SHORT TERM CONTRACT FOR REMOVAL OF SPILLED-OUT HYVA & TRUCK COALS INTO COAL YARD DRAINS AS WELL AS ROAD SIDE DRAINS AT CHP

SCOPE OF WORK:

1. The party has to provide 1 JCB (Ex-70) /Proclein to evacuate spilled outs coal from Drains and roads in various Coal yards as detailed in JOB ESTIMATION page.
2. The party has to deploy Hyva & Tractor to transport piles up coal outside coal yard zones.
3. Those vehicles and excavators will be engaged at sites i.e. at CHP-1, 2 & 3 coal yards in G-Shift as and when required. It will be engaged for removal & transport from drains, roads to coal yards of CHP as per instruction of Manager-in-Charge
4. Work shall be executed strictly as per the plant safety requirement as per instructions of respective area-in-charges / Manager-in-charge.
5. The contractor shall have to arrange / collect gate passes for the labour/ workers/ vehicles engaged by him in order to enter into the factory premises.
6. Supervision of job execution will be in contractor's scope. Temporary gate passes for supervisors may be issued but no extra payment will be made for this.

SUB: SHORT TERM CONTRACT FOR REMOVAL OF SPILLED-OUT HYVA & TRUCK COALS INTO COAL YARD DRAINS AS WELL AS ROAD SIDE DRAINS AT CHP

SPECIAL CONDITINS OF CONTRACT

01. SPECIAL TERMS AND CONDITIONS:

The special conditions of the contract (SCC) are as follows

1. The period of this contract shall for 06 month (180 days) excluding off & holidays from the date of commencement of this work. The work quantity (BOQ) will be executed in that period.
2. Work shall go on all the days preferably in G- Shift excluding off and holidays.
3. The party (contractor) has to engage at least 1 JCB & 1 Tractor in G-Shift. It may vary as per plant requirement.
4. Job supervision will be carried out by Contractor's supervisors as and when required. Whose responsibilities lies to carry out all those works as stated in the scope.
5. Contractor's representative shall report to the EIC regarding work progress daily basis.
6. 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.
7. Contractor should note that the workmen under his control may 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.
8. Vehicles as well as drivers GATE PASSES will be recommended for cancellation in case of violation of traffic rule, causing accidents inside plant premises and misbehavior at work site / towards the Nalco representatives.
9. The work order rate will be on firm price basis during the entire contract period and no enhancement of any kind will be allowed.
10. The contractor shall provide all safety appliances to his people engaged at site.
11. The contractor has to submit the completed job slips after completion of the assigned work on daily basis. Engineer In charge reserves the right of returning the job slips not submitted in time.
12. Party has to follow all the statutory acts, law and regulations as applicable.
13. In case of any dispute, the decision of Manager-in-charge is final and binding.

2.0 GENERAL APPLICABLE TERMS & CONDITIONS

2.1 Performance of Work

a) Execution of assigned / regular jobs:

All the work specified under job item 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.

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 /supervisors shall be considered to have the same force as if they had been given to the contractor himself.

2.3 Billing:

The contractor shall raise monthly RA bill (total 06 RA bills for 6 months) in approved pro-forma, detailed with executed quantities (item-wise), approved rates, executed bill amount, GST calculation sheets etc, in duplicate and submit it in the office of the Engineer-in-Charge with detailed measurement sheets whenever lifted, countersigned by the concerned shift in-charges and/or area-in-charges 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 deptt for necessary scrutiny and payment by finance deptt.

RA bills without necessary documents like in-complete job slips, Filled-in GST invoice etc will not be processed.

2.4 Penalty

- i) Failure in execution of BOQ due to the constraints caused by the party, 10% will be deducted per day of non-execution as penalty from his RA Bills.
- ii) In case of the party leaving site with partial completion or non-completion of the said job for any reason attributed to the contractor, no payment shall be made for the balance quantity pending. In addition, 5 % of the contract value will be deducted as penalty from the security deposit with NALCO during settlement of final Bill. No such deduction will be made for any reason attributed to NALCO.

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 & Co₂ gas will be supplied by Nalco as Free Issue Item if required for the work executed inside plant. The contractor will do transportation from issue point to work site.

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

- 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. 01.04.2024 | | | |
|---------|-----------------------------|--|-----------------------------|--------------------------|----------------|
| | | 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) | 522.00 | 44.00 | 25.00 | 591.00 |
| 2 | Semi-Skilled Worker (SSW) | 651.00 | 44.00 | 25.00 | 720.00 |
| 3 | Skilled Worker (SW) | 778.00 | 44.00 | 25.00 | 847.00 |
| 4 | Highly Skilled Worker (HSW) | 906.00 | 44.00 | 25.00 | 975.00 |

- 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.

PART –C

Formats for Contract Execution

| Sl. No. | Description | Annexure |
|---------|--|----------------|
| 1. | Safety guidelines | Annexure-A2 |
| 2. | PPE Matrix/Requirements | Annexure-A3 |
| 3. | Environmental policy | Annexure-A4 |
| 4. | OHS Policy & Quality Policy | Annexure-A5 |
| 5. | Social Accountability (SA) / Energy policy | Annexure-A6 |
| 6. | General Environment Requirement / Minimum safety equipment | Annexure-A7 |
| 7. | Tax invoice | Annexure-C9 |
| 8. | Bank Mandate for e-Payment | Annexure-C10 |
| 9. | Indemnity Bond – FIM | Annexure-C11 |
| 10. | Bank Guarantee CPGB | Annexure-C13 |
| 11. | Bank Guarantee Performance Security | Annexure-C14 |
| 12. | Bank Guarantee FIM | Annexure-C15 |
| 13. | Bank Guarantee Advance | Annexure-C16 |
| 14. | List of standardized banks | Annexure-C17 |
| 15. | SAC codes for Services & HSN codes for supply | Annexure-C18 |
| 16. | Pre-contract Integrity pact | Annexure-C21 |
| 17. | Agreement | Annexure-C23 |
| 18. | No Claim/No due certificate | Annexure-C28 |
| 19. | Completion certificate | Annexure-C29 |
| 20. | Completion certificate (For work orders issued after 1st August 2020) | Annexure-C29 A |
| 21. | Anti-Profiteering Declaration Format (To be submitted at the time of release of Final Due) | Annexure-C32 |
| 22. | General Conditions of Contract (GCC) | |

The above formats are available in the NIT document in the online portal vide Tender id no. **GEM/2024/B/5237236**.