TENDER No.:

CPP/T&C/846/MC-5531/NIT/2025/471

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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### **NOTICE INVITING TENDER (NIT)**

## (CAPTIVE POWER PLANT, NALCO, ANGUL)

RFP No:

CPP/T&C/846/MC-5531/NIT/2025/471

DATE: 03/12/2025

SUB:

Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II
(Part-A) above 115 MRL of Captive Power Plant,
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# PART –A

General information



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#### 1. Company Information

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

1.2. More details on NALCO can be viewed on company's website www.nalcoindia.com

#### 2. E-Procurement

- 2.2 The bidder wishes to participate in the published tender should have his firm registered in the E-procure government portal. Accordingly, bidder should do the registration in the tender site <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities of Govt. of India such as MTNL / SIFY / TCS / nCode/ eMudhra / NIC etc. After that, bidder will login to the site through using his user ID & Password chosen during registration. The e-token that is registered should be used by the bidder and should not be misused by others.
- 2.2 Reverse Auction: In case of Reverse auction tendering, the Date, time and quantum of decremental value will be mentioned in the NIT. Hence bidder should take a note of it and see the details as per <u>Annexure-A8.</u>

#### 3. Purpose of this NIT

- 3.1. CPP- NALCO invites digitally signed online bids under OPEN/TWO PART Tender system.
- 3.2. The Salient features of the Tender are as detailed F-02 Form (Annexure-B1).

#### 4. Bidding Process

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



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4.9.1 EMD and Cancelled Cheque (all in original). Copy of all these documents are also required to be uploaded in CPP Portal along with Bid documents.

- 4.9.2 EMD is a pre-requisite other-wise the Tender will be normally rejected. However the Public Sectors, Government agencies and the Firms registered with DGS&D/NSIC /District Industries Centers(DICs) / Khadi & Village Industries Commission(KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises ,others for which specific exemption has been granted by NALCO such as Ancillary Industries etc and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India are exempted from payment of EMD. If the bidder desires the bidder may submit attested copy of certificate such as NSIC / MSME /other category mentioned above (for the service /work for which they are registered) for claiming EMD exemption.
- 4.9.3 Affidavit in Original towards Litigation History duly signed after the NIT publication date.
- 4.9.4 Bid submission conformation page from e-Procurement System Government of India
- 4.9.5 The signed & sealed copy of "The Integrity Pact (Annexure-C21).
- 4.10 Clarifications, if any, regarding this tender can be obtained from the undersigned through mail or phone no. at Pg-8 of

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before the TSD

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

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#### 5 Bid Evaluation

- 5.1 Evaluation will be done strictly in line with the facilities available under government website www.eprocure.gov.in i.e. based on documents uploaded by the bidder as per PQC. In case of non-compliance to the PQC requirement, i.e. any shortfall documents arise out of submitted technical as well as commercial credential submitted within tender submission date, bidders will be given only one chance under CPP portal to upload shortfall documents within a stipulated date. No new documents would be called up as part of PQC experience documents.
- 5.2 The technical acceptability will be strictly as per matching of PQC with submitted work credential by the bidder
- 5.3 In case any specific adverse report is received against any bidder and proved to be correct after enquiry about the statement made / credential submitted along with the offer documents in respect of capabilities, spare capacities, performance, completion certificates and criminal background of the bidder, the offer submitted by such bidder shall be rejected and penal action as deemed fit may be initiated.
- 5.4 Present / Concurrent commitment (Not Applicable): The present / concurrent commitments of bidder on various jobs under execution by the bidder will be considered to assess the spare capacity available with the bidder. The bidder must confirm that they have disclosed all the works being executed by them in the offer. If the annualized present / concurrent commitments of the bidder plus annualized estimated value of the work (for single agency)/ annualized estimated maximum percentage of work in split case under consideration (for multiple agency) exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation. Suppression of fact /data regard to jobs under execution will be considered as gross violation and rejection of bid including penal action such as banning/ blacklisting, as deemed fit.

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

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

- 5.5 In-house information for assessment of capability of bidder and their performance on jobs completed / in progress at NALCO shall be considered for evaluation purpose. In case of poor performance, the offer from such bidders shall not be evaluated.
- 5.6 Nalco reserve the right to seek any document information at later stage in respect of evaluation of bid which the bidder has to submit failing which the bid may be rejected.
- 5.7 In case the Bidder submits the work experience as a sub-contractor (of the Main contractor), approval from the Principal agency/Client, for the engagement as Sub-Contractor of the Main Contractor, needs to be submitted along with Bid.

#### 6 Ordering

- 6.1 On selection of Vendor for award of work, necessary internal approval processes will be completed, and during the said process, the Vendor Master data will be cross checked with documents like PAN Registration Certificate, GST Registration Certificate, Signed & Cancelled Cheque (with Name, Account No and IFSC Code printed on the Cheque) duly authenticated by the Vendor and attached to ANNEXURE- C10.
- 6.2 In normal circumstances the party in whose favor the work is awarded shall be issued with LOI. The party shall have to enter into an agreement in writing on non-judicial stamp paper of appropriate value as laid down in the GCC. The agreement normally consists of LOI, BOQ at the accepted rate, complete bid document, Schedule of Agreed Variation (if any) etc. The documents such as, correspondences, minutes of meeting, (if held with the party) etc. shall also form part of the contract agreement if required. On execution of Agreement a Detailed Order will be issued.
- 7 **General Conditions of Contract** (GCC) will be a part of the NIT.

Designation - SHUBHAM KUMAR (GET) (Mech.)

Tender Inviting Authority
Tender & Contract Dept., CPP

Ph. No. 6203325534

Email: shubham.kumar@nalcoindia.co.in

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#### **ANNEXURE-A1**

#### **INSTRUCTIONS TO BIDDERS**

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

#### 1.0 SCOPE OF WORK:

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

#### 2.0 PRE QUALIFICATION CRITERIA (PQC)

- 2.1 Single part Tender will be evaluated on the basis of price bids only. Hence, bidder should not take any technical/commercial deviations, otherwise their offer will be liable for rejection. For other type of tenders, wherever techno-commercial evaluation is to be done first, the bidders are required to submit documentary evidences for technical experience and financial capabilities as part of Pre-Qualification Criteria (PQC).
- 2.2 It may be noted that the details of documents submitted in support of the PQC for Technical & Financial capabilities are to be specified in following formats. If no references are found in the stated Annexures and the bidder gets disqualified, non-cognizance of such documents by NALCO, even if attached somewhere else as part of bid documents, will not be seen as a deficiency in proper evaluation of such documents. Hence, bidders may ensure that such documents are invariably referred in the below-mentioned Annexures.
  - **2.2.1** Technical/Experience Criteria: **Annexure-C6**
  - **2.2.2** Financial Criteria : Annexure-C7
  - 2.2.3 The bidder should possess independent EPF, ESI, PAN & PAN based GST registration certificates respectively from the concerned Regional Provident Fund Commissioner for PF, Independent Account Code from concerned Regional Director ESIC for ESI, Direct Tax Authorities for PAN and Indirect Tax Authorities for GST, as applicable.
  - 2.2.4 Litigation history for criminal background: Annexure-C22
  - 2.2.5 The present / concurrent commitments of bidder on various jobs under execution by the bidder will be taken into account to assess the spare capacity available with the bidder. Bidders are required to fill Annexure-C8 (Not applicable) for calculation at our end. Suppression of fact and figures will liable to cancellation of bid and penal action as per rule.



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#### 3.0 LITIGATION HISTORY:

3.1 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency is participating in the subject tender.

- 3.2 Bidder may note that any pending criminal case involving moral turpitude, fraud, theft & unlawful activities or conviction by court of law or indictment/ adverse order by regulatory authority against the person, company, Directors of the Company or sister concern of the Company, partner of the firm etc. would constitute disqualification for participating for tender.
- 3.3 The bidder or its proprietor /partner(s)/director(s) of the firm should not have been convicted by court of law for an offence involving moral turpitude in relation to the business dealing during past seven years for acceptance of the offer.
- 3.4 Litigation history for criminal background is to be provided by the bidder. The bidder shall give an affidavit to this effect as per the format at <u>Annexure-C22</u>. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.

#### **4.0 EARNEST MONEY DEPOSIT (EMD):**

**Earnest money** may be deposited through any one of the two procedures noted below. (refer sl no:4.3 of F-02 form of contract details, **Annexure-B1**.

- **4.1** In shape of account payee Demand draft/ Banker's cheque/ Pay order, from any Nationalized or Scheduled Bank in favour of National Aluminium Company Ltd., payable to our bank as per the details below.
- **4.2** Through online bank transfer. The transaction confirmation document generated through online transaction, giving details of transaction is required to be provided as a separate document. The credit of EMD in our Bank account would be confirmed before acceptance of bid. If the transaction is not reflected or reflected with wrong reference as on TOD or credited subsequently, then the bid shall be considered to be unaccompanied by any EMD and the bid will be liable for rejection.

Our bank details for online transfer of EMD

Sl.	Description	Smelter Plant	Captive Power Plant (CPP)
a)	Account Holder's Name	Nalco Smelter Plant	Nalco Captive Power Plant
b)	Bank Name	State Bank of India	State Bank Of India
c)	Branch Name	Kandsar	Kandsar
d)	Branch Place	Nalconagar	Nalconagar
e)	Branch City	Angul	Angul
f)	IFS Code	SBIN0008279	SBIN0008279
g)	Account Number	10657908114	10657908589

Bank transfer details of EMD to be provided.

- a) Amount transferred: Rs. \_\_\_\_\_
- b) Unique Transaction Reference (UTR) No.:
- c) Bank details from which the transaction was made:
- d) Date of transaction:
- e) Tender details (Number & Name of work):



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

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

- **4.3** Bids without EMD will be rejected. However, the Public Sectors, Government agencies and the Firms registered with NSIC/MSME, and others such as Ancillary Industries etc. for which specific exemption has been granted by NALCO may be considered for exemption from EMD subject to submission of attested documentary evidence in support of the same in sealed envelope as stipulated in NIT.MSEs having UAM no shall also submit supporting documents such as UAM certificate, CA Certificate (certifying that the unit is a MSE having valid MSE certificate).
- **4.4** EMD of unsuccessful bidders will be refunded within 15 days of finalization of contract for single part bid tender and within 15 days of acceptance of techno-commercial offers by the Competent Authority in case of two-part bid tender.
- **4.5** The EMD shall be forfeited without any notice on any of the following situations.
  - **4.5.1** On withdrawal of offer after expiry of submission date & time of bid offered.
  - **4.5.2** If the bidder does not submit the agreement prior to effective date mentioned in the Service Purchase Order/LOA/LOI considering the criteria of Clause No. 15.0 of this **Annexure-A1**.
  - **4.5.3** If the work is not commenced from the effective date of Service Purchase Order, after award of the work.
  - **4.5.4** At any point of time if it is found that the party has submitted any false declaration in his offer.
  - **4.5.5** If the bidder modifies its bid after the opening of the bids without written instruction from NALCO.



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#### 5.0 BANK GUARANTEES: -

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

#### **6.0 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:**

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



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#### 7.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:

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



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7.11 Deviations of any form are not acceptable. In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet (Annexure-C3) only, along with the tender document. Please be informed that only deviation mentioned in Annexure-C3 will be considered for further evaluation. Deviations at any other place will not be considered. Deviations in LTE single part will not be considered in any case and the bids will be rejected.

- 7.12 Deviation(s) listed at any other place of the tender shall not be considered at all and shall not be binding on NALCO. The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.
- 7.13 In case of withdrawal of deviations to NIT sepecification, if any bidder insists for revision in price before opening of price bid and Nalco agrees for the same, the submission of price implication shall be in offline mode from the bidder in a sealed envelope by hand/password protected file through e-mail within a stipulated time.
- 7.14 NALCO reserves the right to defer the date of tender opening in case the response is considered inadequate or due to any other reasons. In such event, the bidders shall be intimated the next date of opening subsequently.
- 7.15 The bidder shall ensure submission of complete information / documents in the first instant itself. NALCO reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.
- 7.16 All the pages of GCC duly signed & stamped by authorized signatory should be submitted along with the agreement / offer. In case of online offers, the copy of GCC is to be uploaded with the offer after digitally signed by the bidder.
- 7.17 Declaration regarding Relationship with Board of Directors and Employees of Nalco: The contractors must furnish certificate as mentioned in <a href="Manexure-C19">Annexure-C19</a> & <a href="Annexure-C20">Annexure-C20</a> enclosed, disclosing in detail about their relatives in Nalco. Suppression of this information in any form if detected at any stage will lead to disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may also be banned from participation in future tenders.
- 7.18 Owner's Right to Accept or Reject a Bid: A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. NALCO/Consultant shall respond to such queries within a reasonable time.

#### **8.0 EVALUATION OF BIDS:**

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



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#### 9.0 ACCEPTANCE OF TENDER:

9.1 NALCO reserves the right to reject or accept any or all the offers in full or part, split the work, reduce or increase the quantity, without assigning any reason thereof.

- 9.2 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality. Reference is also invited to clause No: 9 of General conditions of contract.
- 9.3 Validity of Offer: The validity of the offers submitted by the bidders shall be as per F-02 Form i.e. Contract Details in <u>Annexure-B1</u>. In case the validity of offers expires during the processing of the case, all the bidders / techno-commercially accepted bidders shall be requested to extend the offer validity with same price and terms & condition of the tender. The offers of such bidders shall be rejected if they do not extend the validity unconditionally.
- 9.4 Bidders may note that, Brief Order / Letter of Intent / Fax of Intent / Service Purchase Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOI / FOI / Service Purchase Order duly signed by them or their authorized representative as a token of receipt of the same within seven days of issue of the same for our records. In case of no communication of the same is received within the stipulated time from their end, it will be presumed that the party has received the Brief Order / Letter of Indent / Fax of Intent / Service Purchase Order.
- 9.5 Any communication such as Letter, BO, LOI, FOI, SPO etc. shall be communicated to the Bidder through Registered post/ Speed post/ Fax/ Hand delivery/ By mail registered with Nalco. Any communication through any one or more of above modes shall be valid and binding on the Bidder.

#### 10.0 CONTRACT PERIOD:

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

#### 11.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM:

- 11.1 Safety: The contractor shall have to take necessary safety arrangements/ precautions for the workmen engaged by him and shall be responsible for any First Aid / Emergency treatment for his labours / workmen. In addition, the contractor shall have to abide by all fire & safety regulations of the owner. The contractor has to execute the works after taking necessary instruction & safety clearance from the safety officer.
- 11.2 All lifting/handling tools & tackles deployed by the contractor should have been load-tested as per the prevailing rules & regulations. Mobile equipments such as Truck, Tractors, Tippers, Dumpers etc. shall have valid fitness certificate with due insurance required as per the prevailing rules & regulations. Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed the permitted laden weight as certified by registering authority for the respective vehicles.
- 11.3 Personal Protective Equipment (PPE): The contractor shall have to provide all the necessary PPE to the workmen engaged by them as per the requirement, area wise as mentioned in the PPE format. In case the contractor fails to provide PPEs as per requirement, at the time of starting the job, they will not be allowed to carry out the assigned job. PPEs can be got issued from NALCO on request with recovery of purchase cost, plus administrative charge @25% of Procurement cost as penalty plus GST on administrative charges as applicable. (Annexure-A3).
- 11.4 The contractor, before starting the work, shall collect a copy of the <u>safety manual</u> from Safety Department and shall abide by all instructions mentioned therein.
- 11.5 The contractor shall be responsible to promote awareness on the OSHAS requirements among the workmen engaged by them for the subject job and ensure adherence to sound OSHAS related practices as detailed in the "Occupation Health & Safety Policy" enclosed herewith. The contractor shall be responsible for abiding by all the applicable provisions of safety code of contractors which is available in the NALCO web site. The contractor shall contact Safety Dept. for getting necessary advice/compliances as required.



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

#### 12.0 ENVIRONMENTAL REQUIREMENTS:

- 12.1 The contractor shall be responsible to promote awareness on the Environmental requirements among the workmen engaged by them for the subject job and ensure adherence to sound environmental practices as detailed in the "General Environmental Requirement & Environmental Policy" enclosed at Annexure-A7.
- 12.2 The contractor shall remove all the waste/debris generated during the work on each occasion & dispose off to a place identified by Manager-in-charge. The thorough up-keeping of the work spot before the contractor leaves the work spot is essential. In case the contractor fails to comply with the above, the owner may get the up-keeping done & recover expenses incurred plus administrative charge @25% of the expenses incurred as penalty plus GST on administrative charges as applicable from the contractor.

#### 13.0 ENERGY MANAGEMENT SYSTEM (ISO 50001):

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

	Tone wing Des to Den is winter throwing the		
	WHAT TO DO?		WHAT NOT TO DO?
1.	Use compressed air for instrument cleaning if	1.	Never open any compressed air for body / dress/
	advised by NALCO		vehicle cleaning.
2.	Close water line valves if they are in open	2.	Never allow any water line in open condition.
	condition		
3.	Use water for instrument equipment cleaning if	3.	Never use any water line of the plant for
	advised by NALCO		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	5.	Never waste electricity in any way.
	required		
6.	Touch only that part of equipment for which	6.	Never touch any isolators / switches of any
	you are authorized by the Engr. I/C		equipment.
7.	Handle coke, pitch, oil (FO, HSD, LDO) &	7.	Never waste any quantity coke, pitch, oil (FO,
	LPG with due care as they are costly.		HSD, LDO) & LPG a drop of any types of oil.

#### 14.0 SECRECY TERMS: -

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



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#### 15.0 EXECUTION OF CONTRACT AGREEMENT:

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

#### **16.0 SUPERVISION:**

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

#### 17.0 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:

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

#### 18.0 LABOUR LAWS:

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



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- 18.1.2 Child Labor (Prohibition & Regulation) Act 1986,
- **18.1.3** Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
- **18.1.4** Employees' State Insurance Act, 1948.
- **18.1.5** Factories Act, 1948
- 18.1.6 Industrial Dispute Act 1947,
- **18.1.7** The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1976
- **18.1.8** The Maternity Benefit Act 1961
- **18.1.9** Minimum wages Act 1948.
- **18.1.10** Payment of Wages Act 1936,
- **18.1.11** Payment of Bonus Act 1965,
- **18.1.12** Payment of Gratuity Act, 1972
- **18.1.13** Employees' Compensation Act 1923.
- **18.1.14** Contract Labour (R&A Act, 1970)

#### 19.0 GATE PASS & SECURITY:

- 19.1 Normally before starting of work, EIC/MIC will ensure that Contract Agreement is signed otherwise, Gate Pass should not be allowed. Therefore, the contractor shall have to produce the Contract Agreement and arrange valid gate pass for the labour/ workers engaged by him in order to enter into the factory premises if the work is to be executed inside the plant. (Refer Form No: F-02 of Sl. No- 15 at <u>Annexure-B1</u>).
- 19.2 Issue & Use of Electronic ID Card: All the contract workers will be provided with electronic entry/exit pass by CISF before mobilization of site/commencement of work by the contractor. All contract workers shall use this ID/Punch cards for making entry into /exit from the plant. After expiry of the contract, ID/Punch card will be surrendered by the workers at the time of closure of contract through the contractor. In case of loss /missing of ID/Punch card, contractor has to deposit Rs. 200/- per card in the cash counter of NALCO for issue of fresh identity card. Incase of discontinuation of job by the workers, the cards will be surrendered to the CISF under intimation to unit HRD.
- 19.3 Attendance of contractor's workers will be regulated through biometric punching systems. In case of discrepancy, decision of EIC/MIC will be Final & Binding on the contractor.

#### 19.4 Use of Online Contract Labour Management System (CLMS):

An online Contract Labour Management System (CLMS) has been launched across NALCO w.e.f. 01.07.2017. As per the portal architecture, every contractor employing contract labour in NALCO shall have to use this online portal for various activities like safety clearance, issue of gate pass, application for license in Form II, issue of certificate from Principal Employer (NALCO) in Form III for obtaining license from the Central Labour Department, preparation of monthly wage sheets, issue of wage slips, employment cards, preparation and filing of returns, maintenance of statutory registers etc. The contractors have to use the CLMS for entering relevant data about themselves and the labour engaged by them for getting the benefits of the system. Since the package has been developed as per the mandate given by the Management and is being closely monitored by the Ministry of Mines as an item on the DASHBOARD, use of the system is mandatory for the contractor.

#### 19.5 TIME OF WORK: The factory timings are as follows:

'A' shift-6.00 AM to 2.00 PM, 'B' shift-2.00 PM to 10.00 PM, 'C' shift-10.00 PM to 6.00 AM,

'G' shift-8.00 AM to 5.00 PM (with 1.00 Hr lunch break from 1PM to 2PM)



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#### **20.0 MATERIAL TOOLS & TACKLES:**

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

#### 20.2 FREE ISSUE MATERIALS / CONSUMABLES:

Unless mentioned otherwise in the attached tender documents, Argon Gas & 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:

- **20.2.1** For issue of materials within plant boundary wall limit, the contractor shall submit only indemnity bond for the entire value of materials issued to them free of cost as per clause 53 (ix) of GCC.
- **20.2.2** For the materials which are issued for outside plant boundary such as Ash Pond area, Intake Pump House, Lean Slurry area, Bidyut Nagar Colony, township, CISF Barrack etc, the contractor shall furnish Bank Guarantee equivalent to 20% of the value of material and indemnity bond equivalent to 80% value of materials being issued to the contractor.(Ref Sl no. 8.1 & 8.2 of Form F-02 (**Annexure-B1**) of Contact Details)
- **20.2.3** For materials taken out side plant to the vendor's shop, Bank Guarantee equivalent 100% of the value of the materials will be submitted by the vendor before taking out the materials.
- **20.2.4** The Indemnity bond and the Bank Guarantee shall remain valid till the material account is totally settled. The BG and Indemnity Bond shall be submitted in the prescribed format enclosed (Refer <u>Annexure-C15 & Annexure-C11</u>).
- **20.2.5** The materials drawn if any by the party as "free issue materials" from NALCO should be reconciled. The reconciliation statement of free issue items / materials should be submitted to the EIC/MIC for certification to be submitted along with RA Bill. The final reconciliation statement should be submitted along with final bill for release of final payment.

#### 21.0 ENERGY/WATER/GROUND/BUILDING PREMISES:

- **21.1** Provision of Power/Water/Land/Building to Contractor's Works.
  - 21.1.1 Lump Sum Turn Key (LSTK) Contracts- Electricity charges shall be billed @ Rs.4.30 /KWH on meter reading. Water charges will be billed on monthly basis by Estate department, @ Rs. 150.00 per month or part thereof. Ground/Building Premises inside plant will be provided without any rent. However Building premises provided inside Township will be on chargeable basis as per Rent Circular.
  - **21.1.2** Other than LSTK Contracts: If Electricity and Water is required for the work to be executed, it will be supplied by Nalco free of cost from any suitable point. The contractor shall have to make arrangements, at his own cost, for tapping and using the power/water so required as per advice EIC/MIC. Ground/Building Premises will be provided without any rent.
  - **21.1.3** For availing Electrical energy, the contractor shall have to provide, at his own cost, a MCB (Miniature Circuit Breaker) at the point of power supply by Nalco. The MCB shall have to be of a suitable capacity as decided by Nalco's electrical authorities for the concerned area and shall have to be replaced, as and when warranted, on the grounds of changed power requirements or the MCB having been defective and/or damaged.



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**21.2 Power and Water Supply to Contractor's** <u>Establishment</u>: The following points shall be complied in addition to Nalco GCC Clause No. 2.3 for giving power supply to Contractors' Establishments:

- 21.2.1 Power and Water supply will be provided to the contractor to whom the permission has been granted by Estate Department to have establishment in the township/plant as per requirement. Ground/Building Premises inside plant will be provided without any rent. However Building premises provided inside Township will be on chargeable basis as per Rent Circular.
- 21.2.2 Contractor have to make all arrangements to receive power from designated panels by laying necessary cables and installing suitable distribution board. They have to apply to Estate department through the Engineer-in-Charge. The application will be made in prescribed format and a completion certificate by licensed electrical contractor will be enclosed. The representative of DGM (Elect) will inspect the installation and after getting their clearance, power supply will be charged. The individual establishments are to be maintained and managed by contractors as per IE rules.
- **21.2.3** At the time of charging of power supply, initial meter reading will be jointly noted by representatives of contractor, Estate Department and Electrical Department.
- 21.2.4 Every month, energy meter reading will be jointly taken by representatives of Estate Department and Electrical Department. Electricity Bill will be raised by Estate Department @ Rs.4.30 per KWH basing on the meter reading as per the prevailing rate. However, the rate is subject to revision time to time.
- **21.2.5** Water charges will be billed on monthly basis by Estate department, @ Rs. 150.00 per month or part thereof. However, the rate is subject to revision from time to time.
- **21.2.6** The contractor has to deposit Water & Electrical Charges on monthly basis. While processing any Final Bill relating to any work, the contractor has to submit clearance certificate from Estate Department covering period under Final Bill.
- 21.2.7 While processing final bill of the contractor they must enclose Disconnection Certificate from Estate Department for power/water supply connection or Certificate regarding Continuation of connection due to other valid contract with proper reference through concerned EIC & Estate Department.
- **21.2.8** The final bill will not be processed without compliance of the above. (Supporting document to be attached)
- 21.3 The contractor must dismantle the structure constructed by him for the purpose of office-cumstore on completion of the contract as per the provision of GCC clause no.2.4.2. If the same is not dismantled within two months of completion of contract, he will not be issued any tender paper or will not be allowed to participate in any tender. Besides with-holding of final bill, other penal action as per contract / Law as deemed fit may be initiated against the contractor.
- 21.4 Following penal actions shall be initiated against the unauthorized occupant;
  - 21.4.1 Disconnection of power and water supply lines to be made,
  - **21.4.2** Penal rent @ Rs.10,000/- per month Plus GST as applicable or part thereof towards the ground rent and 20 (twenty) times penal rent towards electricity and water charges shall be recovered,
  - 21.4.3 Initiation of eviction proceedings in the Estate Court for outside Plant establishments



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#### 22.0 QUANTITY & RATE:

- 22.1 The quantity & rate schedule format is enclosed at <u>Annexure-B4</u>. Bidders are required to quote their rates in figures as well as words in the enclosed <u>Annexure-B4</u> only. In case of any discrepancy between rate in figures, words and amount quoted by the bidder, the relevant provision of GCC will apply to resolve the matter.
- 22.2 The tenderers must quote their most reasonable and workable rate. Overall total evaluated price for all items of schedule of quantities shall be the basis for determining the reasonableness of price and gradations of the tenders. In case the offered price of the tenderer(s) is found to be abnormally low (un-workable), based on the rate approved by NALCO (if applicable, refer clause no.1.1 (ii) of Annexure-B1), the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect through email. The bidder must provide written clarification including detail price analysis of its bid price in relation to Scope, Scheduled, allocation of risks and responsibility, and any other requirement of the bid documents. However, if after evaluating the price analysis, NALCO determines that, the bidder has substantially failed to demonstrate its capability to delivered the contracts at the offered price, then NALCO may reject the bid / proposal. NALCO also reserved the right to award the job without seeking clarification or receiving clarification from the bidder about the price reasonability. In case of non-acceptance of work order, EMD furnished by the bidder shall be forfeited. (CLAUSE)

# NO. 22.2-NOT APPLICABLE, if Minimum workable offer is not applicable [Refer Caluse No.1.1 (ii) of Annexure-B1])

- 22.3 Bidder shall quote in figures and in words for the rates tendered by him in the "Quantity & Rate Schedule" (Annexure-B4) forming part of the documents, in such a way that misinterpretation is not possible. The amount for each item shall be worked out and entered in the requisite column for all items.
- 22.4 Price bids must not contain any conditions stipulated by the bidders. Conditional price bids are liable for rejection.
  - **22.4.1** No discount over quoted rate / total amount should be mentioned separately in the offer.
  - **22.4.2** No additional rate over quoted rate / total amount should be mentioned separately in the offer.
  - 22.4.3 Bidders shall submit the details about engagement of Agents/ Middlemen/ Intermediary/ Consultants / Service Providers and payments proposed to them by the bidder and it should be a part of the present bid.
  - **22.4.4** All corrections and alterations in the entries of tender document if any shall be signed in full by the bidder with date. No erasures and over writings are permissible.
  - 22.4.5 Bidders are required to quote for all items of the "quantity and rate schedule" (Annexure-B4) otherwise the offer will be dealt as per rules of NALCO & may be rejected as an incomplete offer.
  - 22.4.6 Bidders are required to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
  - 22.4.7 Bidders are required to quote their rates up to two decimal places only. Decimal digits beyond two will be rounded off to two decimals for evaluation/placement of order.

#### 22.5 Quantity Variation:

22.5.1 Item rate contracts: The Quantities mentioned in the schedule are approximate in nature and may vary by a wide margin within the contract value for which the contractor shall have no option but to execute the works, as per direction of the Manager-in-charge at the same rates, terms & conditions of the order. NALCO may negotiate the rate of items whose execution quantities is considered for increase during their execution, which will be agreed mutually. Payment shall be released to the contractor for the actual executed quantity only.



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

#### 22.6 REVISED PRICE IMPLICATION:

- 22.6.1 In case of necessity due to post tender changes in specifications/scope of work / terms & conditions of NIT etc. before price bid opening, corrigendum shall be issued regarding the changes to all concerned techno-commercially qualified bidders and they shall be permitted to submit the corresponding price implication if any in offline mode in sealed envelope by hand/password protected file through e-mail within a stipulated time.
- **22.6.2** The price implication submitted in offline mode by the bidders (Refer Caluse 7.13 & 22.6.1) shall be opened and uploaded in CPP Portal before opening of original price bids. The evaluation will be done taking into account the original on-line price bid along with offline price implications.
- **22.6.3** In no case, bidder shall be allowed to submit revised price bid post bid submission date.

#### 23.0 QUALITY OF WORK:

- 23.1 The contractor shall execute the job under their adequate supervision in accordance with the best engineering practices and the specification laid down in the enclosed Annexures. NALCO may inspect the work any time without notice to the contractor and may order re-execution of sub-standard work reserving the right to recover compensation in terms of GCC.
- 23.2 Inspection and test procedure given in the relevant clauses of the contract or BIS codes or other codes in practices as specified in the Scope of work / Special Conditions of Contract should be strictly followed.
- 23.3 Contractor shall use instruments calibrated in a Laboratory, accredited to NABL / Laboratory approved by the manufacturer for measurements/tests/inspection.

#### 24.0 PERFORMANCE SECURITY:

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

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

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

- 24.2 The contractor can submit the initial SD or total SD in the form of either bank draft or bank guarantee from any NALCO approved bank in the prescribed format {ref Annexure-C14}
- 24.3 The Earnest Money Deposited along with the tender, by the successful bidder, if any shall be adjusted towards security deposit / initial security deposit.
- 24.4 The performance security /SD will be released along with release of final bill if there is no DLP or on successful completion of the DLP, with certification of Manager-in charge / Engineer-in charge. The vendor has to claim such refund along with Final Bill or within 15 days from the closure of DLP as the case may be.

#### 25.0 TAXES & DUTIES:

#### 25.1 GOODS & SERVICES TAX (GST)

- **25.1.1** The Rates indicated in **Annexure-B4** are inclusive of all but exclusive of GST.
- **25.1.2** The contractor must provide GST No including copy of Registration Certificate.
- **25.1.3** The Trade Name in GST Certificate should match to the name in vendor code and name in the Cheque. The Legal name in the GST Certificate should match to Legal Name in the PAN. In case of a Company or a Firm all the names should be same. But in case of Sole Proprietorship, the Legal Name and Trade Name may be different.



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**25.1.4** The contactor should submit the GST Invoice as per the format <u>Annexure-C9</u> providing HSN / SAC Code (first 6 digits) and GSTIN of both Vendor and Nalco in the form of Business to Business (B to B) transaction.

- **25.1.5** As per Rule-46 of GST Act, the Serial Number of Tax Invoice should be maximum up to 16 digits, and should be unique for a Financial Year.
- **25.1.6** As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service.
- **25.1.7** Payment of GST is subject to compliance as stated in Payment Terms.
- **25.1.8** The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST and other statutory provisions applicable to this work as a service provider either already enacted or to be enacted from time to time during contractual period.
- **25.1.9** NALCO reserves the right to recover any penalty and Interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of GST compliance by the service provider.

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

- 25.2.1 If any new Tax/Taxes is introduced on sale of goods/service. Either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the Vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t. Input Tax benefit and reduction in Tax chargeable to Nalco w.r.t. Output Tax benefits in connection with goods and/or services provided.
- **25.2.2** If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.
- **25.2.3** The Vendor has to provide a declaration along with the Tender that they will abide by the requirements under CI 171 of CGST Act, 2017.

#### **25.3** INCOME TAX:

- **25.3.1** The contractor must provide PAN including copy of Registration Certificate.
- **25.3.2** Income Tax TDS as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- **25.3.3** The contractor shall be fully & solely responsible to the statutory authorities for compliance of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.
- **25.3.4** NALCO reserves the right to recover any penalty and interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.
- **25.3.5** Party has to provide the Copy of Income Tax Return for each of the Two previous Financial Years for which due date for filling of Income Tax Return has expired with self-certification is a mandatory requirement else suitable provisions of Act will be applicable.

#### 25.4 CESS UNDER RE&CS ACT

Cess will be deducted as per Workers' (RE&CS) Act 1996 and as stated under payment terms.

#### 25.5 ROYALTY CLEARANCE.

As per Mines and Minerals Act of Govt. of Orissa the contractor is required to pay royalty for various types of construction materials (minor minerals) used in the work. The royalty charges shall have to be deposited in the office of Tahsildar from whose jurisdiction the minerals have been lifted and submitted along with Final Bill.

#### **26.0 BILLING & INVOICING:**

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



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certification by Contractor and approval by EIC/MIC. RA Bills will be sequentially numbered and the last RA Bill will be called n<sup>th</sup> RA & Final Bill.

- **26.2** Period of raising RA Bill and GST Invoice will normally be 1 month unless otherwise specified in Special Condition of Contract (**Annexure-B3**). GST Invoice amount should always match to RA Bill / Final Bill amount.
- **26.3** The RA Bill (in duplicate) will be accompanied by
  - **26.3.1** Joint Measurement Sheet signed by Contractor & EIC/MIC.
  - **26.3.2** R.A. Bill Form signed by Contractor & EIC/MIC.
  - **26.3.3** Human Resource Dept. (HRD) Clearance (if applicable)
  - **26.3.4** Safety Certificate in 1<sup>st</sup> RA Bill issued by Safety Dept
  - 26.3.5 Any other document required by EIC/MIC or as per directive from statutory authorities.
  - **26.3.6** Deviation statement once the executed value reaches 80% of the Order value.
- 26.4 Similarly, in addition to above the Final Bill (in quadruplicate) will be accompanied by
  - **26.4.1** Material Reconciliation Statement for Free Issue Material, (if applicable)
  - **26.4.2** Stores Issue Voucher, Stores Return Voucher, Material Transfer Voucher if any.
  - 26.4.3 No claim certificate duly signed by the contractor.(Annexure-C28)
  - 26.4.4 No due certificate from suggested by MIC. (Annexure-C28)
  - **26.4.5** Work Completion certificate from EIC/MIC. (Annexure-C29)
  - **26.4.6** Deviation Statement
  - **26.4.7** Handing over / taking over certificate (wherever applicable)
  - **26.4.8** Satisfactory commissioning protocol (wherever applicable)
  - **26.4.9** Royalty clearance certificate (wherever applicable)
  - **26.4.10** Electrical License (if required)
  - **26.4.11** Dismantling of Temp Structure, Disconnection of Water/Elect. & Clearance of Charges. Note: Certificates not applicable to a particular work will be certified by the MIC.
  - **26.4.12** Anti-Profiteering Declaration Format.
  - 26.4.13 As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service. Therefore RA/Final Bill must be submitted within 15 days from the end of the billing period. Any delay more than 30 days from Completion of Work will be considered as a failure in contractual terms and the contract may be closed ex-parte on the basis of certification of measurement and amount payable/recoverable considering all recoveries into account by the EIC/MIC. Decision of EIC/MIC shall be final & binding on the contractor. Besides above, the contractor may be treated as dormant or non-responsive and may affect assignment of further business to the vendor.
- 26.5 Party has to provide the copy of the Income Tax Return for each of the two previous Financial Years for which due date of filling of Income Tax Return has expired with self-certification is mandatory along with each GST Tax Invoice else suitable provisions of Act will be applicable.
- 26.6 Vendor / Party categorised / designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors / Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filling of ITR has expired, along with the Invoice / Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

#### **27.0 PAYMENT TERMS:**

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



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

#### 28.0 PRICE VARIATION FOR LABOUR:

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

#### 29.0 PRICE VARIATION FOR FUEL

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

#### 30.0 DEFECT LIABILITY PERIOD (DLP):

30.1 The DLP shall be governed by the detailed terms and conditions stipulated in clause 65 and 68 of GCC. The defect liability period shall be reckoned from the date of completion of the contract period for supply and workmanship unless mentioned otherwise in Scope of Work / Special Condition of Contract. Duration of DLP is mentioned at Sl. No. 9 of F-02 form of contract details, <a href="Manuexure-B1">Annexure-B1</a>.

#### 30.2 DLP for SPECIALISED WORKS:

**30.2.1** Water proofing (Below or above ground) and Roof treatment works -10 YEARS

**30.2.2** Post construction Anti-termite treatment - 5 YEARS

**30.2.3** Weather proof Paint works - 4 YEARS



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

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

#### 32.0 RECOVERY TOWARDS COMPENSATION FOR DELAY:

- **32.1** Repetitive O&M Contracts Recovery towards compensation for delay shall not be applicable for this type of contract, unless otherwise mentioned separately in Special Conditions of Contract (Annexure-B3).
- **Other Contracts-** Recovery towards compensation for delay shall be applicable for this type of contract. In case the contractor fails to complete the work within the stipulated period, the contractor shall be liable for a penalty @ 1% (one) of the contract value per week of delay subject to a maximum of 10% (Ten) of the value of the contract, unless otherwise mentioned separately in the Special conditions of contract. (**Annexure-B3**). GST as applicable shall also be recovered.

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

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



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**33.1.6** If the Firm is a confirmed evader of Central / State taxes/duties for which NALCO has received notice from the concerned department of Central / State Govt.

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



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34.1 If the performance is found unsatisfactory during the period of contract, the contract will be terminated with short notice of 15 days and the same shall be carried out by any other agency at the risk & cost of the contractor. Other penal actions such as forfeiture of Performance Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken as per clause no. given in this **Annexure-A1**.

- 34.2 If the Government of India or any Statutory Authority/empowered to do so, decides/directs to terminate the Contract, the contract shall be terminated without any notice and for that contractor shall not be entitled to any claim such as extra claim, loss, loss of profit etc. against NALCO. The settlement of the dues of contractor shall be done on the basis of execution of actual work in accordance with the terms & conditions of contract.
- 34.3 Short Closure of Contract: NALCO reserves the right to short close the contract by serving 15 days' notice to the contractor, when either of the contract value is executed or the assigned BOQ quantity is exhausted. The decision of NALCO in this regard shall be final & binding on the contractor.

#### **35.0 ARBITRATION:**

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

#### **36.0 CONTRACT CLOSURE:**

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

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

#### 37.1 Mandatory guidelines for saving any form of energy:

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

WHAT TO DO?	WHAT NOT TO DO?
1. Use compressed air for instrument	1. Never open any compressed air for
cleaning if advised by NALCO	body / dress/ vehicle cleaning.
2. Close water line valves if they are in open	2. Never allow any water line in open
condition	condition.
3. Use water for instrument equipment cleaning if advised by NALCO	3. Never use any water line of the plant



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		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	5. Never waste electricity in any way.
	not required	
6.	Touch only that part of equipment for	6. Never touch any isolators / switches of
	which you are authorized by the Engr. I/C	any equipment.
7.	Handle coke, pitch, oil (FO, HSD, LDO) &	7. Never waste any quantity coke, pitch, oil
	LPG with due care as they are costly.	(FO, HSD, LDO) & LPG a drop of any
		types of oil.

- 37.2 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.
- **38.0** Owner's Right to Accept or Reject a Bid: A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. NALCO/Consultant shall respond to such queries within a reasonable time.

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-A2** 

#### SAFETY GUIDELINES

#### Special Terms and Conditions of the Contract against Electrical Safety

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



TENDER No.: CPP/T&C/846/MC-5531/NIT/2025/<mark>47</mark>1 Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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10- The Contractors shall provide suitable latest Personal Protective Equipments of prescribed standard to all their employees and workmen according to the need. The Engineer I/c shall have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. The contractor should also ensure these before their use at worksite.

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

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#### **ANNEXURE-A3**

# LIST OF PPEs TO BE ISSUED TO ALL THE CONTRACTUAL EMPLOYEES BY THE CONTRACTOR FOR USE DURING THE EXECUTION OF JOB AT SITE.

#### (PPE MATRIX)

PARTS TO BE PROTECTED	PERSONAL PROTECTIVE EQUIPMENT	PROTECTION AGAINST	REMARKS
HEAD	INDUSTRIAL SAFETY HELMET (IS:2925-1975) & subsequent revision thereof, if any.	FALLING OBJECTS	
EYE	ZERO POWER GOGGLES WITH SIDE FILTER PROTECTION	EYE INJURY DUE TO FLYING OBJECTS. INJURY DUE TO SPARKS AND FLAMES.	
EAR	A) EAR PLUG (FOAM) B) EAR MUFF	HEARING LOSS IN HIGH NOISE AREAS	
RESPIRATORY SYSTEM	DUST RESPIRATOR WITH FILTER/ NOSE MASK FILTER	INHALATION OF HARMFUL DUST.	
BODY	SAFETY BELT, ARC FLASH SUIT	FALL FROM HEIGHT, ELECTRICAL FLASH OVER.	
HAND	ELECTRICALLY TESTED ELECTRICAL RESISTANT HAND GLOVES WITH CERTIFICATE (IS: 4770-1968) & subsequent revision thereof, if any.	ELECTRIC SHOCK	
FOOT	A) INDUSTRIAL SAFETY SHOE WITHOUT STEEL TOE. B) GUM BOOT	A) ELECTRICAL SHOCK B) CABLE GALLERIES, MUDDY AREAS ETC.	

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# PPE MATRIX (CPP PLANT)

Major activity	Safety	Safety	Safety	Hand Gloves	Face	Safety	Dust	Ear	Personal	Crawl	SCBA
iviajoi activity	-		Goggles		Shields		control			board	
		116111160	Guggies		Differus	Dere		muffs		boaru	Bens
Working at height	Y	Y	Y	Y	NR	Y	Y	Y	NR	NR	NR
Excavation/earth work	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Working in noisy area	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Working in dusty area	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Coal compaction /handling	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Sand blasting	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Riveting	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Chlorine gas leakage attending	Y	Y	Y	Y	Y	NR	NR	NR	NR	NR	Y
Working on fragile roof	Y	Y	Y	Y	NR	Y	Y	Y	NR	Y	NR
Electrical panel checking	Y	Y	Y	Y TESTED RUBBER HANDGLOVES	NR	NR	Y	Y	NR	NR	NR
Gas Storage shed checking	Y	Y	Y	Y	Y	NR	Y	Y	NR	NR	NR
Confined space	Y	Y	Y	Y	NR	Y	Y	Y	Y	NR	Y

 $\label{eq:Note:Y-yes} \textbf{Note:} Y-yes, \ NR: \ not \ required, \ SCBA: self \ contained \ breathing \ apparatus, \ PPE: personal \ protective \ equipment.$ 

PPEs shall be selected depending on combination of job and site conditions.



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Industrial Safety Shoes with 4" ankle height as per IS 15298

Ladies Industrial Safety Shoes low ankle as per IS 15298:2011

HF Nose Mask shall be FFP2 SL as per IS 9473-2001 or its

Cotton / Leather Hand Gloves as per latest IS mark or its

Safety helmet with visor as per latest IS or its equivalent.

Safety Helmet as per IS 2925:1984, material HDPE.

Safety Goggles as per IS 5983 or its equivalent.

8. Ear Plug / Muff as per latest IS or its equivalent.

10. Full body harness as per IS 3521 or its equivalent

Apron, Leg Guard as per latest IS or its equivalent.

POT LINE (Mechanical & Operation)

Part 2-2002 or its equivalent.

or its equivalent.

equivalent.

equivalent.

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#### AREA WISE / JOB WISE PPE REQUIREMENTS SMELTER PLANT

1.

#### **CARBON AREA** 1.

- Industrial Safety Shoes with 4" ankle height as per IS 15298 Part 2-2002 OR its equivalent.
- For Bake Oven area Industrial Safety Shoes with 4" ankle height having Nitrile sole as per IS 15298 Part-II -2002 or its equivalent.
- Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or
- Safety Helmet as per IS 2925:1984, material-HDPE.
- 5. Full body harness as per IS 3521 or its equivalent.
- Cotton / Leather Hand Gloves as per latest IS mark or its equivalent
- 7. Dust / Mist Respirator shall be FFP2 SL Class as per IS: 9473-2002 or its equivalent.
- Apron (Pin repair Shop)
- 9. Head Cover & Apron (Coke & Pitch handling area)
- 10. Pitch / Fume respirator as per IS 14166:1994 or its equivalent.
- 11. Safety Helmet with visor as per latest IS or its equivalent {for induction furnace & ladle cleaning of RS (O)}.
- 12. Safety goggle with blue glass as per latest IS or its equivalent {for induction furnace & ladle cleaning of RS (O)}
- 13. Special nose mask against fumes & odour as per latest IS or its equivalent for Baking Furnace.
- **CIVIL WORK** Protective Footwear as per latest IS mark or its equivalent
  - (Ladies & Gents). Safety Helmet as per IS 2925:1984, material HDPE. 2
  - 3. Dust / Mist Respirator shall be FFP2 SL class as per IS: 9473-2002 or its equivalent.
  - 4. Hand Gloves

1.

2.

3.

- 5. Full body harness as per IS 3521 or its equivalent
- Safety Net as per latest IS mark.

#### HORTICULTURE WORK

- Protective Footwear as per latest IS mark or its equivalent (Ladies & Gents).
- Safety Helmet as per IS 2925:1984,material HDPE
- Safety Goggles as per IS 5983.
- 4. Dust / Mist Respirator shall be FFP2 SL class as per IS:9473-2002
- Cotton Hand Gloves & Rubber Hand Gloves as per latest IS mark.
- Organic vapor nose mask as per latest IS mark or its equivalent.
- Full body harness as per IS 3521 or its equivalent

#### CAST HOUSE (Mechanical & Operation) & Rolling Plant

- **02)** Industrial Safety Shoes with 4" ankle height as per IS 15298 Part 2-2002 or its equivalent.
- 03) Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or its equivalent
- 04) Safety Helmet as per IS 2925:1984,material HDPE
- **05)** Safety Goggles as per IS 5983 or its equivalent.
- 06) Cotton / Leather Hand Gloves
- 07) Dust / Mist Respirator 08) Leather Leg Guard
- 09) Helmet with Visor (Skimming Area)
- 10) Apron (Direct Sow Casting Area & Ingot Skimming Station)
- 11) Ear Plug / Muff (Billet Casting Area) of latest IS mark.
- 12) Full body harness as per IS 3521 or its equivalent
- 13) Safety helmet with visor as per latest IS or its equivalent

#### MISCELLANEOUS WORK MES, CRS, CENTRAL STORES, LAB, UTILITY & DESPATCH, FINANCE, PLANT HRD & ADMINISTRATION.

Safety Helmet as per IS 2925:1984,material HDPE

- 1. Industrial Safety Shoes as per IS 15298 Part 2-2002/ or its equivalent/Protective Footwear as per latest IS mark or its equivalent (Ladies & Gents).
- Safety Goggles as per IS 5983.
- Cotton / Leather Hand Gloves
- Ear muff/Ear plug (Utility) of latest IS mark or its equivalent.
- Dust / Mist Respirator shall be FFP2 SL class as per IS: 9473-5.
- Rubber / Surgical hand gloves (for acid / alkali use and at the time of chemical analysis) Lab.
- 7 Full body harness as per IS 3521 or its equivalent
- Safety helmet with visor as per latest IS or its equivalent

#### **ELECTRICAL WORKS** 4.

- Industrial Safety Shoes with 4" ankle height as per IS 15298 or its equivalent.
- Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or its equivalent.
- 3. Safety Helmet as per IS 2925:1984, material HDPE or its equivalent
- Safety Goggles of latest IS mark or its equivalent.
- Rubber Hand Gloves (for 6.6 / 11 KV test) as per latest IS or its equivalent.
- Dust / Mist Respirator of latest IS mark or its equivalent.
- Full body harness as per IS 3521 or its equivalent.
- Note: 1. The PPEs issued must confirm to latest IS / DGMS approved or its equivalent standard.
  - 2. In case of damage of any PPE of workmen the same shall be replaced by the contractor irrespective of the time of use.

#### 3. Frequency of issue

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



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#### PPE REQUIREMENTS IN VARIOUS AREAS OF CPP

1	MEGIIANICAI ADEA	C	DOMED HOLIGE ODED VILON:
1.	MECHANICAL AREA	6.	POWER HOUSE OPERATION:
	(i) Industrial Safety Shoes as per IS 15298 Part-II-		(i) Industrial Safety Shoes as per IS 15298 Part-II-2002
	2002 or its equivalent.		or its equivalent.
	(ii) Safety Helmet as per IS 2925:1984, material-		(ii) Safety Helmet as per IS 2925:1984, material-HDPE
	HDPE or ABS.		or its equivalent.
	(iii) Full body harness as per IS 3521 or its equivalent.		(iii) Safety Goggles as per IS 5983 or its equivalent.
	(iv) Cotton/Leather Hand Gloves as per latest IS mark		(iv) HF Nose Mask shall be FFP2 SL as per IS 9473-
	or its equivalent.		2001 or its equivalent
	(v) Dust/Mist Respirator shall be FFP2 SL Class as		(v) Cotton Leather Hand Gloves as per latest IS mark
	per IS:9473-2002 or its equivalent.		or its equivalent.
	(vi) Safety goggles as pr latest IS or its equivalent.		(vi) Ear Plug/Muff as per latest IS or its equivalent.
	(vii) Boiler Suit/Apron.		(vii) Gum boot
	(VII) Bollet Bull/Hproli.		(viii) Boiler suit / apron
2.	CIVIL WORK	7	HORTICULTURE WORK
۷.		′	
	(i) Industrial Safety Shoes as per IS 15298 mark.		(i) Industrial Safety Shoes as per 15298
	(ii) Safety Helmet as per IS 2925:1984, material –		(ii) Safety Helmet as per IS 2925:1984, material HDPE
	HDPE or ABS.		(iii) Safety Goggles as per IS 5983.
	(iii) Dust/Mist Respirator shall be FFP2 SL Class as		(iv) Dust/Mist Respirator shall be FFP2 SL Class as per
	per IS:9473-2002 or its equivalent.		IS:9473-2002.
	(iv) Hand Gloves		(v) Cotton Hand Gloves & Rubber Hand Gloves as per
	(v) Full body harness as per IS 3521 or its equivalent.		latest IS mark.
	(vi) Safety Net as per latest IS mark.		(vi) Full body harness as per IS 3521 or its equivalent.
	(vii) Gum Boot depending on job requirement		
	(viii) Safety Goggles		
3.	CHP WORK	8	MISCELLANEOUS WORK AREAS:
	(i) Industrial Safety Shoes with as per IS 15298 Part-		(i) Industrial Safety Shoes as per 15298
	II-2002 or its equivalent.		(ii) Safety Helmet as per IS 2925:1984, material HDPE
	(ii) Safety Helmet as per IS 2925:1984, material-		(iii) Safety Goggles as per IS 5983.
	HDPE.		(iv) Cotton/Leather Hand Gloves
	(iii) Safety Goggles as per IS 5983 or its equivalent.		(v) Ear Muff/Ear Plug (Utility) of latest IS mark or its
	(iv) Cotton/Leather Hand Gloves.		equivalent.
	(v) Dust/Mist Respirator		(vi) Dust/Mist Respirator shall be FFP2 SL class as per
	(vi) Ear Plug/Muff of latest IS mark.		IS: 9473-2002.
	(vii) Full body harness as per IS 3521 or its equivalent.		(vii) Rubber/Surgical Hand Gloves (for acid/alkali use
	(viii) Special nose mask for coal dust.		and at the time of chemical analysis) Lab.
	(ix) Gum Boot depending on job requirement.		(viii) Full body harness as per IS 3521 or its equivalent.
	(x) Full body Apron.		
4.	ELECTRICAL WORKS:		
	(i) Industrial Safety Shoes as per IS 15298 Part-II-2002 or		
	(ii) Safety Helmet as per IS 2925:1984, material-HDPE or i	ts eq	uıvalent.
	(iii) Rubber Hand Gloves as per latest IS or its equivalent.		
	(iv) Dust/ Mist Respirator of latest IS mark or its equivalen	ıt.	
	(v) Full body harness as per IS 3521 or its equivalent.		
	(vi) Arc flash suit / apron / jacket.		
	(vii) Safety Goggles		
5	DM Plant & Water Treatment Plant:		
	(i) Industrial Safety Shoes as per IS 15298 Part-II-2002 or		quivalent.
	(ii) Safety Helmet as per IS 2925:1984aterial-HDPE or AQI		
	(iii) Hand Gloves for chemical handling as per latest IS or it	_	uvalent.
	(iv) Dust/ Mist Respirator of latest IS mark or its equivalent	t.	
	(v) Full body harness as per IS 3521 or its equivalent.		
	(vi) Acid / Alkali suit / apron / jacket.		
i	(vii) Safety Goggles		

\*\* For scaffolding / Temporary platform preparation, only MS Pipes / angles are allowed.

#### Note

- 1. The PPEs issued must confirm to latest IS/DGMS approved or its equivalent standard.
- 2. In case of damage of any PPE of any PPE of workmen the same shall be replaced by the contractor irrespective of the time of use.

3. Frequency of issue:

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

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-A4** 

### **CORPORATE ENVIRONMENTAL POLICY**

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

#### **Objectives**

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

#### Commitment

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

Sd.

Place: Bhubaneswar Chairman-cum-Managing Director

Date: 30.09.2020

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

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-A5** 



## National Aluminium Company Limited CIN: L27203OR1981GOI000920 OCCUPATIONAL HEALTH & SAFETY POLICY

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

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

Place: Bhubaneswar
Date: 30.09.2020

Chairman-cum-Managing Director

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



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# QUALITY POLICY, GUIDING PRINCIPLES AND COMMITMENT

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

# Guiding Principles:

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

## Commitment

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

Place: Bhubaneswar Sd.

Date: 30.09.2020 Chairman-cum-Managing Director

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

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II
(Part-A) above 115 MRL of Captive Power Plant,
NALCO, Angul, Odisha

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#### **ANNEXURE-A6**

# SOCIAL ACCOUNTABILITY POLICY

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

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

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

This policy is communicated and understood within the organization.

Sd/Date: 23.02.2017 Chairman-cum-Managing Director

# **ENERGY POLICY**

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

#### **Guiding Principles**

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

#### Commitment

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

Sd/-

Chairman-cum-Managing Director

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# **ANNEXURE-A7**

# GENERAL ENVIRONMENTAL REQUIREMENT (CAPTIVE POWER PLANT)

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

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

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

\*\*\*\*\*\*



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**ANNEXURE-A8** 

# GENERAL GUIDELINE TO BIDDER ON REVERSE AUCTION (APPLICABLE)

1. The techno-commercially qualified bidders shall be eligible to participate in Reverse Auction Process.

- 2. The price bids of techno-commercially qualified bidders shall be opened as per schedule in the tendering portal(CPPP). The commencement of reverse auction shall be scheduled in CPP Portal & the reverse auction window shall remain open for minimum one hour from the start time.
- 3. If a bidder does not participate in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The inter-se position of the said bidder shall be considered based on their position on completion of reverse auction.
- 4. Starting bid price shall be the L-1 offer price received against the tender.
- 5. Bid Decremental Value shall be as defined & indicated in auction creation form of CPP Portal.
- 6. Auto Extension Time shall be fixed at 10 Minutes
- 7. Other relevant parameters shall be displayed in the CPP Portal reverse auction window.
- 8. CPP Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all.
- 9. Auction flow is started and is closed after completion of the process. Once the Auction process is initiated the system takes over for auto auction activity. Then, comparison chart is generated.
- 10. The bidders to participate in tender-cum-auction process in CPP Portal, has to log into CPP Portal (i.e. <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) with DSC to access the application and quote from their own offices/place of their choice. Once logged in, the software gives them a platform to place bids.
- 11. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The bid values submitted by the bidder are digitally signed by the bidders before submitting. The bidder, after initial submission of a bid, cannot subsequently increase the bid. They can only reduce their bid by the minimum permissible decrement or its multiples. The last bid submitted by the bidder in the Reverse Auction will be considered as the valid price bid offered by that bidder and will be the basis for evaluation / acceptance by Nalco.
- 12. System displays L1 landed price in auction creation form and the same will be the 'start bid' price.
- 13. **Elapsed time:** Shall be fixed at ten minutes. There will be auto extensions of time, every time, (by ten minutes) in case of any reduction recorded in the last auto-extension-time-duration. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- 14. **Maximum Seal Percentage:** It is the maximum reduction that can be allowed in the bidding process in a single go. Higher reduction will not be allowed by the system. This protects any possible mistakes by bidders. For any higher discount, the bidder has to repeat the action and the system allows it.
- 15. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as valid price bid.
- 16. Final BOQ-Comparative-Chart is generated from the system, by freezing the tender at the end of reverse auction process. This chart contains original offer and L1 auction price details. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed. The above information can also be accessed by the participating bidders, once the reverse auction is completed.
- 17. In case of disruption of service at the CPP Portal end during Reverse Auction Process, the Reverse Auction Process will start all over again. In such a situation, the last recorded lowest price of prematurely ended Reverse Auction Process, will be the 'Start Bid' price for the restarted process.



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Disruption and restarting of Reverse Auction Process shall be intimated to all the bidders through system/SMS/e-mail through CPP Portal. All the stipulations of pre-maturely ended Reverse Auction Process will be applicable to the restarted process.

- 18. Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem.
- 19. Bid Decremental Value & Maximum Seal Percentage shall be uploaded in CPPP keeping in view the L-1 price. In order to have trouble —free elementary level reverse auction process, NALCO reserves the right to make any changes, as deemed fit.

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# PROPOSED SITE ORGANISATION

# NAME OF TENDERER:

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

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

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

#### COMPLIANCE TO INTEGRITY PACT:

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (to be executed on plain paper), as per format attached at Annexure-C21 of NIT , which may be considered as pre-signed by the Employer, and submit the same duly signed on all pages by the Bidder's Authorized Signatory in a separate sealed envelope before stipulated NIT / submission time at the address specified in the NIT . Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary(ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and shall submit in a separate sealed envelope before stipulated NIT submission time at the address specified NIT . Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP)' shall lead to outright rejection of offer Proposal as being non-responsive and shall not be opened.

In case of selected bidder being a Consortium, in addition to above, after incorporation of Joint Venture Company, Integrity Pact shall be signed by the Joint Venture Company along with Project Agreement.

#### 1. Independent External Monitors (IEMs)

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

The name and contract details of all the IEMs are as follows-

Dr. Meeran C Borwankar IPS (Retd.)
E-mail: mcborwankar@gmail.com
Mr. Hare Krushna Das, IAS (Retd.)
E-mail: hkdash184@hotmail.com

All complaints shall be dealt/examined jointly by the full panel of IEMs. However, complaint can be received by any of the IEMs mentioned in the tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEM.

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

Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be addressed to the IEMs. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below.

Designation - SHUBHAM KUMAR (GET) (Mech.)

Tender Inviting Authority Tender & Contract Dept., CPP Ph. No. **6203325534** 

Email: shubham.kumar@nalcoindia.co.in



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2. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.

3. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall act in accordance with **Section 6 of The Integrity Pact** .

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#### **ANNEXURE A9**

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

- 1.0 The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly.
- 2.0 For the purpose of this order dtd. 16.09.2020:-
- 2.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent**.
- 2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 2.1 above.
- 2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%, as defined at cl. 2.1 above.
- 2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.
- **2.5** 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.
- **3.0** Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under:-
  - CASE-I (FOR DIVISIBLE QUANTITY): All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference. However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable).
- 4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
  - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
  - b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier, then such balance quantity may also be ordered on the L1 bidder.
- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.



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<u>CASE-11(FOR NON-DIVISIBLE QUANTITY</u>): All the provisions of the order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.

- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
  - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - b) If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
  - c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- 5.0 Verification of local content.
  - 5.1 The 'Class-I local supplier' (Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' (Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format attached/enclosed below.**
  - 5.2 In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - **5.3** Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.



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# (Declaration by the bidder on their letter head)

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

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

Dear	Sir,		
We,	M/s	having its	office at
hereb	by confirm that the offered product has	% of the local con	_ ,
Follo	wing is/are the location(s) at which local	value addition is made	:

Yours sincerely,

Signature

Name:

Designation:

Contact No.:

Note: As per the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 04.06.2020, in cases of procurement with offer value in excess of Rs. 10 Crores (exclusive of GST), the 'Class-I local supplier' / 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.



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**ANNEXURE-A10** 

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

#### **DEFINITIONS**

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

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

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

#### **Explanation**

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



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

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

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

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



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

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

	DECLARATION BY AUTHORISED SIGNATOR	Y OF THE FIRM
I, the	undersigned,	(full names),
	reby declare, in my capacity as	
of M	s	(name of bidder entity), that:
1) T 2) I I	he facts contained herein are within my own personal knowledge. have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul Restrictions under Rule 144 (xi) of the General Financial Rules (procurement from a bidder of a country which shares a land bor provisions of the Order.	2020 & 24 Jul 2020 on the subject of GFRs), 2017 regarding restrictions on
i (	certify that M/s	out whichever is not applicable), has this SUPPLIER fulfils all requirements evidence of valid registration by the
1	understand that the submission of incorrect data and / or if controls, this would be a ground for immediate termination and further per Clause 12 of the Public Order on Restrictions under Rule 14 GFRs), 2017	(name of bidder entity) is found to be legal action in accordance with law as
AUT	HORISED SIGNATURE:	DATE:
Seal	Stamp of Bidder	



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# PART –B

# Contract specific information



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# ANNEXURE-B1 CPP T&C DEPARTMENT Web site: www.nalcoindia.com CONTRACT DETAILS

Form no: F-02/CNT/IDPM/02

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rorm i	10. F-02/CN 1/1DFW1/02	<u>rage 1 01 2</u>
1.0	Name of the Work	Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha
1.1	Nature of the Work	CAPITAL
1.1(i)	Details of "Items Critical to quality" in case of "Specialized Jobs".	Not Applicable
1.1(ii)	Minimum Workable offer if applicable	NOT APPLICABLE Clause No.22.2 of Annexure-A1 may be referred for
	(Additional performance Guarantee	detail
	Bond in case of abnormal low bid)	
1.2	Location of the work	OUTSIDE PLANT PREMISES
2.0	NIT reference	MC-5531
3.0	Contract Period	18 (EIGHTEEN) MONTHS
4.0	No.of Agency required and %distribution of	a) Number of Agency: 01 One)
	work(subject to availability of bidders)	b) Distribution of Work: 100 %
4.1	Mode of tendering	OPEN Reverse Auction
4.2	Type of bidding	TWO PART (E-tender)
4.3	E.M.D. amount	Rs. 24,12,408.00 (Rupees Twenty Four Lakhs Twelve Thousand Four Hundred Eight only) (Ref. Clause 4.0 of Annexure-A1).
5.0	Tender e-Submission Start Date/Time.	From: Date:04/12/2025 (9:00 AM)
5.1	Tender e-Submission Last Date/Time.	By: Date:03/01/2026 (3.00 PM)
6.0	e-Tender Opening Date/Time	On: Date:06/01/2026 (10.30 AM)
7.0	Validity of Offer	<b>04 (Four) Months</b> from the original date of Tender Opening / last Extended tender opening date, if extension done (As per CPP Portal).
8.1	Bank Guarantee / Indemnity Bond value Against Free Issue Materials.	<ul><li>(i) B.G: Not applicable.</li><li>(ii) I.B: Not applicable.</li><li>(Ref clause no: 20.2 of Annexure-A1)</li></ul>
8.2	Bank Guarantee against spare materials /	(i) B.G: Not applicable.
	equipments taken outside the Plant.	(Ref clause no:20.2 of Annexure-A1)
9.0	Defect Liability Period	12 (Twelve) Months (Ref clause 30 of Annexure-A1)
10.1	Current minimum daily wages of all categories of labour	Refer Annexure-B5
10.2.1	The values of $L_0$ and $Y$ applicable ( $L_0$ =Minimum labour rate) ( $Y$ =Labour component)	L <sub>0</sub> = Rs. 626.12 Y <sub>L</sub> =Not Applicable (Ref Annexure-B5)
10.2.2	The values of $D_0$ and $Y$ applicable ( $D_0$ = Diesel rate at Angul at the time of tendering) ( $Y$ = Fuel cost component)	Not applicable.
10.3.1	Labor hike reimbursement against change in minimum wages.	Not applicable. (Ref clause-28.0 of Annexure-A1)



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10.3.2	Fuel escalation against change in Fuel	Not applicable.
10.0.2	Price	(Ref clause-29.0 of Annexure-A1)
10.4	HRD clearance	Applicable
		(Ref clause 17,18, 19 of Annexure-A1)
10.5	PF & ESI	Applicable
		(Ref clause 2.2.3, 31.7 of Annexure-A1)
11	Type of Contract under <b>GST</b> &	Applicable as per CGST/ SGST/ UTGST &
	Applicability of <b>GST &amp; ITC on GST</b>	IGST
	PP	(Ref Clause No.25 of Annexure-A1)
12	Service Accounting Code (SAC) of the	Applicable.(SAC NO- 995432)
	contract/Harmonized system of	(Ref Annexure-C18)
	nomenclature (HSN) code	
13	Recovery towards compensation for delay	Ref clause no: 32 of Annexure-A1.
14	Recovery of Building and Other Const.	Not Applicable
	workers' BOCW (RE& CS ) Cess.	(Ref clause no:27.8 of Annexure-A1)
15	Gate pass details	Temporary manpower as per requirement
16	Integrity Pact	Applicable
17	Declaration by Bidder for Implementation	Not applicable
	of Integrity (ANNEXURE-C32)	
18	Security Deposit	Applicable as per Clause No.24.0 of Annexure-A1 of NIT
19	Details of Present / Concurrent Commitment (ANNEXURE-C8)	NOT APPLICABLE

# IMPORTANT POINTS TO BE NOTED FOR SUBMISSION OF BID

20	The tender document should be digitally signed, before online submission.
21	Correction & over writings are not permissible. Any corrections should be signed with date by the
	person, signing the tender document.
22	If any tenderer is having any unauthorized structure / occupation inside Nalco Township / Plant, their
	offer will not be considered for evaluation and shall be liable for rejection.
23	All the supporting documents (Issued by other agency/third party ) submitted with the offer should be
	attested by a gazetted officer or Notary Public.
24	The bidder has to submit the 'Necessary Forms/ annexures as per NIT which are to be downloaded,
	filled up and self signed by bidder before uploading.
25	Pre Contract Integrity Pact at Annexure-C21 must be filled up and signed by the tenderer.
26	You are requested to go through "Check list for bidder" and Clause No- 07 of Annexure-A1 of NIT
	details regarding Mode, Submission, Receipt & Opening of Tender.
27	Scanned copy of EMD amount is to be submitted along with online tendering. However, the original
	Draft instrument of EMD amount and a Cancelled Cheque should also be submitted to CPP Contract
	cell, so as to reach the Tender Inviting Authority, before the tender opening date and time. NALCO is
	not responsible for missing or delay in receiving those monetary instruments & documents.
28	For reverse auction, Bid Decremental Value & Maximum Seal Percentage shall be uploaded in
	CPPP keeping in view the L-1 price. In order to have trouble –free elementary level reverse
26	

# SHUBHAM KUMAR

Tender Inviting Authority Tender & Contract Dept., CPP



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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SUB: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

AGENCIES INTENDING TO PARTICIPATE SHALL FULFILL THE FOLLOWING MINIMUM PRE-QUALIFICATION CRTIERIA (WITH SUPPORTING DOCUMENTS & THEY NEED TO FILL UP ANNEXURE-C25 TO ANNEXURE-C27 OF THE NIT TO ENSURE SUBMISSION OF ALL DOCUMENTS AS PER REQUIREMENT OF NALCO)

# PRE QUALIFYING CRITERIA.

#### A) TECHNICAL

Experience criteria

The bidder should have experience of having successfully completed
"Similar Work" during the last seven years ending on last day of
the month previous to the one in which NITs are invited, should be
either of the followings;

 Three similar completed/partially completed works each (with above criteria) having executed value not less than Rs. 964.96 Lakhs (Rupees Nine Hundred Sixty Four Lakh Ninety Six Thousand only), excluding GST.

OR.

ii. Two similar completed/partially completed works each (with above criteria) having executed value not less than Rs.
 1206.20 Lakhs (Rupees One Thousand Two Hundred Six Lakh Twenty Thousand only), excluding GST.

OR

iii. One similar completed/partially completed work (with above criteria) having executed value not less than Rs. 1929.93
 Lakhs (Rupees One Thousand Nine Hundred Twenty Nine Lakh Ninety Three Thousand only), excluding GST.

The work experience should be of "Working directly" and possess relevant experience as per the details given under experience criteria. "Working directly" implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.

**Evaluation criteria:** Cost of the completed works by the bidder shall be escalated @ 10% per annum (simple rate) to bring them at the current price level.

(The cost of work completed within one year prior to original date of bid opening shall not be considered for any weightage. The weightage shall only be considered for work completed prior to one year of original date of bid opening on annual basis and no weightage shall be given for part of the year)

"Similar Work" means "Construction of Dykes/Mounds/Embankments for roads/Irrigation/Tailing dam project/Mining project where the work involvement is predominantly ash/earthwork in Excavation, Transportation, filling and compaction"

Partially completed work in progress (not abandoned) shall be considered.

# Documentary proof

- 1. The bidder should submit copy of following documents duly attested by a notary public or Gazetted officer.
  - a) Work Order with value along with Amendment, if any, Scope of Work & Bill of quantity for assessment of Experience Criteria.
  - b) Satisfactory Completion Certificate indicating the value of work executed & period of contract obtained from Principal Owner of the work for whom the work has been executed.
- 2. In case the bidder submits the credentials as a sub-contractor the following copies are to be submitted duly attested by a notary public or gazette officer:
  - a) Detailed work order / PO / Agreement from the main agency.
  - b) Completion certificate issued by main agency indicating the value of work executed & period of contract.
  - c) Completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package.
- 3. In case of partially completed works the party has to submit the part completion certificate indicating the value of work completed and the performance/progress of the bidder should be satisfactory.

NB: The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificates issued after 30/06/2022..

#### SHUBHAM KUMAR

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# B) FINANCIAL

#### Eligibility criteria Documentary proof The average annual turnover of the vendor for last three The bidders have to submit the copies of audited financial statements and profit & loss financial years should be minimum Rs. 723.72 Lakh (Rupees accounts of the relevant years duly attested by Seven Hundred Twenty Three Lakh Seventy Two Thousand a Notary Public or Gazetted Officer in support only), excluding GST. of both the qualifying criteria of turnover and net worth along with the bid (Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage) The bidder should have minimum positive working capital of Rs. 402.07 lakh (Rupees Four Hundred Two Lakh Seven Thousand only), excluding GST. Alternatively, the bidder should make exclusive credit limit available from one or more scheduled commercial banks for the proposed work and submit a line of confirmation from the bank/ banks as documentary evidence. The bidder should have minimum positive net worth as per audited balance sheet. Note: (For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor

#### C) CRIMINAL BACKGROUND:

for consideration of their bid.)

The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an **affidavit** to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary only after date of said tender floating. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of PQC on group entity terms). The litigation history shall be as per the Format at Annexure-C22 for the purpose of affidavit:

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

#### Note:

- 1. Bidders have to declare all the work orders submitted against technical PQC in Annexure-C6, along with page reference.
- 2. Agencies intending to participate shall fulfill minimum Pre-Qualification Criteria (With supporting documents & they need to fill up <u>Annexure-C25 To Annexure-C27 Of The NIT</u>. All the supporting documents submitted should be attested by a Notary Public or A Gazette Offer. They also have to submit EMD.
- 3. The bidder needs to submit (upload) the photocopies of all brief orders presently under execution by them as a part of their present / concurrent commitment (Not applicable).
- 4. The value indicated in the experience criteria against 03 (Three) OR 02 (Two) OR 01 (One) work order are excluding all taxes and duties. Therefore, value in work order and completion certificate of the vendor will be considered excluding all the taxes and duties.
- 5. The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificates issued after 30/06/2022.

#### SHUBHAM KUMAR

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**ANNEXURE-B2** 

# SCOPE OF WORK

SUB: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

#### SPECIFICATION FOR ASH MOUND IN ASH POND II OVER THE PRESENT RL 115.0 M

#### 1. INTRODUCTION

This specification pertains to civil works involved in the dry /pond ash mounting over existing Ash pond-2 (section – A) of NALCO, CPP beyond 115.00 MRL i.e. 7<sup>th</sup> phase.

- **1.1.** The existing ash pond at NALCO Captive Power Plant is built in three compartments. Pond-1(Compartment No. 1) and Pond -2(Compartment No. 2) are constructed to hold the ash and Compartment No. 3 located in between Pond No. 1 and Pond No. 2 serves as overflow compartment.
- **1.2.** The present ash pond has been constructed in three stages.
  - 1.2.1. In 1st Phase starter dyke was constructed using locally available earth with a side slope of 1.0 V: 2.0 H from RL +79M to RL +90M.
  - 1.2.2. In the 2nd Phase subsequent raise of dyke from RL +90M to RL +100M has been constructed in three (3) stages as per details furnished below:
  - 1.2.2.1. The first stage of dyke raising by 3.4 meters was carried out by adopting upstream construction method utilizing the deposited pond ash. The exposed surface of ash dyke is protected by an earth cover 1000 mm thick on downstream side, 750 mm thickness on upstream side and 750 mm at top.
  - 1.2.2.2. The dyke has been subsequently raised by two (2) more stages (2nd &. 3"" stages) using the same method as in for first stage with top levels of RL -96.7M & RL -100M. For these raises, an earth cover of 1000 mm or downstream side, 1500 mm on upstream side and 750 mm at top arc-provided. A berm of 4.0M wide is provided when each stage is raised.
  - 1.2.3. In the third Phase the dykes from 100MRL to 104 MRL has been constructed adopting upstream method with ash core and 500mm thick earth cover on all three sides.
  - 1.2.4. In the fourth Phase the dykes from 104MRL to 107 MRL has been constructed adopting upstream method with ash core and 600mm thick earth cover on all three sides
  - 1.2.5. Both the ash ponds (ash pond -1 & ash pond -2) are further sub divided into two parts during raising of dykes from 104MRL to 107MRL.
  - 1.2.6. In the fifth phase the dyke from 107 MRL to 110 MRL of Pond-I has been constructed adopting u/s method with ash core and earth cover on all three sides
  - 1.2.7. In the sixth phase the dyke from 110 MRL to 113 MRL of Pond-I has been constructed adopting u/s method with ash core and earth cover on all three sides

#### 1.3. Local Conditions

For proper visualization of scope of work, tender drawings showing the plan and sectional views are enclosed (pond Ash Mounting in Ash Pond-II from 115 to 119 MRL Drg. Nos. 1. IIT-G/NALCO-CPP/AP-II/AM2/119-001 - Plan Details; 2. IIT-G/NALCO-CPP/AP-II/AM2/119-002 - Cross Section Details) as guidance. However the Contractor is requested to get familiarized with the site and ascertain the local conditions, entry and traffic restrictions, all obstructions in the area and also ascertain all site conditions particularly inside ash pond and availability of required quality of earth from nearby areas outside the NALCO acquired land boundary before submitting the tender. Necessary permissions shall be obtained from NALCO for visiting the ash pond site at Angul. No extra claim on any item of work in the Bill of Quantities due to non-familiarity with site conditions will be entertained.

1.4. It is proposed to create pond ash mount over the existing Ash Mount at 115 MRL by utilizing the deposited pond ash from pond-1(section − A or B) only as per the prevailing site conditions or as per the requirement of NALCO at the time of execution of the work. The decision of MIC in this regard is final. This specification covers the scope of work, construction methodology, material specification, construction machinery to be used, quality control measures and tests to be done during construction of dry/ pond ash mount over existing ash pond-2 (section − B) of NALCO, CPP beyond 119MRL Approximate bill of quantities for the works is indicated covering each item of work.



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**1.5.** The agency has to carry out the work in one part of the same pond, whereas the other part shall be used for stacking of necessary materials. In this situation the agency has to take care of uninterrupted vehicle movement for their transportation of materials at their own cost without damaging any existing structure.

- **1.6.** Detailed schedule of work will be chalked out mutually by contractor & NALCO, keeping in view the above completion period. The same schedule shall be binding on the contractor till completion of the work. Progress report on a suitable format shall be submitted by the contractor which will be reviewed on the basis of the above schedule.
- 1.7. In the present ash mounting plan, it is proposed to construct an ash mound inside ash pond-II over the existing ash mound beyond 115 MRL. The side slopes of the proposed ash mount shall be provided with 1 vertical to 3 horizontal. Top level of the ash mount shall be 119 MRL at the peripheral edge of the mount and the top surface of the mount shall be finished with an outward gradient of 1: 400 from the top edge of the slopes of Ash mound towards the central flat portion or as decided by EIC. Ash deposits in the ash mount shall be protected with 500mm thick earth cover on side slopes, 150 mm on the top as indicated in the cross-sectional drawings. The detailed technical specification for the works involved is covered in the specification.

#### 2. GENERAL

# 2.1. Application of specification

This specification shall be read in conjunction with other documents forming the Contract viz. Invitation to Tender, General Conditions of Contract. Special Conditions of Contract, Preamble to Bill of Quantities. Bill of Quantities and Tender Drawings

#### 2.2. Safety

The Contractor shall take adequate precautions to ensure complete safety and prevention of accidents at Site. The safety precautions shall conform to the following IS codes wherever applicable:

IS:1498 .. Classification and identification of soils of general engineering purposes.

IS:3764 .. Excavation work - Code of safety.

IS:4130 .. Demolition of buildings-Code of safety.

IS:4138 .. Safety code for working with compressed air.

IS:7293 .. Safety code for working with construction machinery.

#### 2.3. General Requirements

2.3.1. Before starting any work, the Contractor shall erect a permanent benchmark, reference line and check profiles at convenient locations approved by the Engineer In-Charge. The words B.M. with R.L shall be conspicuously carved and painted on the benchmark. The reference line shall comprise of the base line properly dog belled on the ground with a number of masonry pillars suitably spaced. The check profiles shall be located at such places as to ensure execution of all slopes, steps and elevations to the profile or profiles indicated in the approved drawings or as directed by the Engineer In-Charge. In case of spread works, several benchmarks, reference lines and check profiles as may be necessary shall be constructed by the Contractor as directed by the Engineer In-Charge.

#### 2.4. Requirements

- 2.4.1. The Contractor shall furnish all manpower, equipment and materials required for the complete performance of the work in accordance with the drawings and specifications herein and as per the instructions of the Engineer In-Charge.
- 2.4.2. The Contractor shall have to use his own earth moving equipments and other machineries required for the work of excavation and conveyance of earth/ash from borrow area to the work area and also shall have to use his own approved machineries to compact the ash/soil used in the dyke construction

#### 2.4.3. Setting out and Leveling

The Contractor shall set out all the levels for works to be carried out and will be responsible for accuracy of the same. He is to provide all instruments and proper qualified staff with labour for getting his work checked by the Engineer In-Charge.

- 2.4.4. The Contractor shall clear all trees, rubbish, vegetation, sod, brickbats etc. and dispose them off suitably in allotted areas at his own cost.
- 2.4.5. The Contractor shall provide and maintain at his own cost, dewatering pump and other equipments to keep the works dry and free from water and continue to do so until the handing over of the works.
- 2.4.6. The Contractor shall not divulge any information that he may obtain regarding this project to any other party.
- 2.4.7. The construction work shall be carried out in such a manner that where some of the existing features / structures are to be integrated with the new work, work shall proceed without upsetting the existing structure.
- 2.4.8. The Contractor shall protect surveyor's bench marks and reference lines, other installation if any and control points from damage or movement during work. In case of any damage, the Contractor shall have to restore them to original condition at his own cost.



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2.4.9. The contractor shall also abide by the safety & Environment regulations of the Employer and other directions given by the Engineer In-Charge from time to time.

#### 2.5. Cross Sections

- 2.5.1. Immediately prior to the beginning of the work, cross sections of the existing ash dyke levels and deposited ash level inside the pond at every 5.0 meter interval along both direction shall be taken jointly and recorded.
- 2.5.2. These cross sections shall be made as permanent drawing which shall be binding on the parties after they are signed, both by the Contractor and the Engineer In-Charge. These cross sections shall form the basis of all future measurements and payments on the area.

#### 2.6. Payments

2.6.1. All materials and labour for setting out works including construction of benchmarks, reference lines, check profiles and surveys as may be required at the various stages of the construction works, shall be supplied and/or made available by the Contractor at his cost. No payment shall be made to the Contractor for this item. The rate for individual item of work under the contract shall include the cost of setting out works and all other items as indicated above.

#### 2.7. Standards (Latest Edition)

2.7.1. Unless specifically mentioned otherwise, all applicable codes and standards published by the Bureau of Indian Standards and all other such documents as may be published by them after commencement of work shall govern design, workmanship, quality and properties of materials, method of field and laboratory testing, method of measurement for different items of work etc.

#### 3. SCOPE OF WORK

- 3.1. The scope of work under this tender is for construction of 7th Phase Ash Mound over Ash Pond 2 (Section-A) up to a level of 119 MRL with compacted earth cover of 150 mm on the top of the mound. The scope of work in general involves the following: Detailed description of scope of work & detailed specifications are given below from sl. No. 4.0 onwards
  - i. Earthwork in cutting and filling.
  - ii. Excavating, transporting & filling of pond ash
  - iii. Soil cover
  - iv. Grass Turfing
  - v. Construction of Fly ash brick masonry drains.
  - vi. Cement Concrete work in drains.
  - vii. Plastering works.
  - viii. Other civil works required to complete the work, complete in all aspects as shown in the drawings and as indicated in the bill of quantities.

#### 4. Earth work in cutting & filling

#### 4.1. Preparation of Work Areas

#### 4.1.1.Stripping

The peripheral base area of the soil cover & pitched drain shall be stripped off all materials not suitable for foundations such as vegetation, organic soil, silt etc. The surface shall be stripped to a depth of up to 300 mm as may be necessary to obtain a foundation of necessary density and stability. All materials that may be soft or yielding or likely to become unstable with saturation or which may interfere with the creation of proper bond between the foundation and filling shall be removed. The materials obtained from stripping should be suitably disposed as directed. Any undulations/ depressions or under deposition of ash at the base of soil cover and/or in the peripheral drain area shall be brought to required level by ash filling with proper compaction prior to start the work.

#### 4.1.2. Excavation of high areas

Along the periphery where the peripheral drain & the base of soil cover will be located, if the ash deposit inside the ash pond are at higher level than the required level, these are to excavated and brought to the required reduced level.

#### 4.1.3. Base fill Materials

All suitable materials (Ash) from the borrow pits which are excavated shall be used for filling the low areas for preparing the base of peripheral drain. The Contractor shall maintain at his own cost all haul roads in connection with the work. These roads shall be graded and well-watered from time to time to prevent dust nuisance and to provide good visibility in the working areas.

#### 4.1.3.1. Base preparation

Filling in the base shall be made up in layers, not exceeding 200mm thickness over the required width and well compacted in layers. The top and final layer shall be true to the reduced level after compaction as mentioned in the drawing.



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#### 4.1.3.2. Compaction

In filled up areas like bases and other areas where compaction is required, compaction shall be carried out by sheep's foot vibratory roller capable of giving bearing pressure of 25KN/M² of foot area in contact at a given time. The layers of earth fill placed shall be compacted till the feet of the sheep's foot roller commence raising out of the ground. The layers of Ash laid may require watering to attain optimum moisture content and the layers shall be watered before rolling as directed. If the material laid down for compaction is too wet, the Contractor shall allow it to be aerated till the optimum moisture content is reached and then start the process of compaction. The compaction shall be such that the compaction factor shall be 95% of maximum dry proctor density.

Whenever necessary, graders and dozers shall be used to keep the layers uniform so that extreme variation in depth do not occur. In case of inaccessible places such as ground culvert pipes, headers, foundations etc. mechanically driven or hand tampers shall be used.

When density measurements reveal soft areas, further compaction shall be done as per the directions of the Engineer In-Charge. In spite of this, if specified density is not achieved then soft area shall be removed and replaced by approved material and compacted to the specified density requirement.

**4.1.3.3.** Borrow Pits for Pond Ash shall not be opened within a distance of 30mtr from the inner edge of the existing dyke at 113 MRL. Borrow pit shall be operated so as not to impair the usefulness or mar the appearance of any part of the work or any other property. The surface of wasted material shall be left in a reasonably smooth and even condition.

#### 4.1.3.4. Water course and drains

Excavations carried out in the diversion, enlargement, deepening or straightening of streams, watercourses or ditches shall be performed as directed. All surplus and suitable materials obtained from such excavations shall be used for filling low areas and /or dykes

Where water course have to be diverted from the sites of dykes or other works, the original channels shall be cleared off all vegetable growths and soft deposits and filled in with approved materials and compacted as specified.

Open ditches and catch water drains for drainage purpose shall be cut to such cross section as directed. In case diversion works are considered necessary, the Contractor shall construct and maintain such temporary works to make the work areas clear off water. This may include construction of temporary dykes, making trenches / channels for efficient drying of pond ash foundation. The Contractor shall pump out all water from the work area and shall keep the foundations free from water while excavating and preparing the foundation etc. The Contractor shall not be entitled for any claim or additional compensation or payment for damages due to water leaking through, under or around temporary dykes etc. Care shall be taken to protect and safeguard the pipelines, discharge points and cascades from damages during construction. The sides shall be dressed fair throughout and the bottom accurately graded so as to drain the water to the outlet. All suitable materials excavated from the ditches and catch water drains shall be used for filling low areas and/or dykes.

#### 5. CONSTRUCTION ASH MOUNT WITH POND ASH

#### 5.1. Scope

This section covers the construction of ash mount with pond ash as per the drawings and as directed by Engineer In-Charge including site preparation, transportation of pond ash, placing and compacting the ash and conducting control tests.

#### 5.2. Reference points and Bench Marks

The Contractor shall establish permanent reference points and bench marks and under no circumstances the contractor remove or disturb any permanent benchmark without the approval of Engineer In-Charge. The Contractor shall carefully protect all bench marks and reference points and shall layout all his works for accurate reference thereto.

# 5.3. Site Preparation

#### **5.3.1.**Stripping of the area

The entire area, upon which the base of peripheral drain & soil cover will be laid, shall be stripped to a depth of up to 300 mm if vegetation is found, as directed by the Engineer In-Charge. During stripping operations, all vegetation, trash, peat, tree stumps, roots, bush, rubbish and all other organic matter if any shall be removed. Materials obtained from stripping operations shall be disposed in the interior of ash pond or as directed by the Engineer In-Charge.

# 5.4. Collection and Transportation of Pond ash

#### 5.4.1.Borrow Area

Pond ash shall be collected directly from the designated borrow areas of Ash Pond -1 (Section – A or B) only as per the direction of MIC. The borrow pits shall not be opened within a distance of 30 mtr from the inner edge



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of the existing dyke at 113 MRL. The depth of cut in all parts of borrow area shall be determined by the Engineer In-Charge and the cuts shall be made to such depths only. As the pond ash is supplied free of cost to the borrow area, the Contractor shall collect ash only to the required quantities for the work.

#### **5.4.2.Preparation of borrow areas**

All area required for borrowing ash for mount construction shall be cleared off vegetation, tree, stumps, roots, bush, rubbish, sod and other objectionable material and particular care shall be taken to exclude all organic matter from the material to be placed in the fill. No extra claim shall be admissible for the preparation of the borrow area.

#### **5.4.3.** Moisture conditioning

The initial moisture content of material in the borrow area as well as the optimum moisture content corresponding to the Standard proctor maximum dry density (as per IS: 2720 Part-7), maximum and minimum dry density (as per IS: 2720 Part-14) for the material in the particular borrow areas, shall be obtained from laboratory tests. Additional moisture if required shall be ensured in the borrow area by watering well in advance of excavation to ensure uniformity in moisture content. Dry ash shall not be excavated which may cause dust pollution.

If there is excessive moisture in borrow areas, steps shall be taken to reduce the moisture by selective excavation to secure the materials of required moisture by excavating drainage ditches, by allowing adequate time for drying or by any other approved methods. The endeavor shall be to obtain dry, coarser materials but in no case the moisture content shall be more than the optimum moisture content. If moisture content is higher, materials shall be temporarily stacked, spread, dried and re-handled for placement in the mount for which no extra claim shall be admissible. To avoid formation of pond in the borrow areas during excavation operation, drainage ditches from borrow areas to the nearest outlets shall be provided. No borrow pits shall be opened within a distance of 30 meters from the upstream edge of the existing dykes.

#### 5.4.4. Transportation of pond ash

The ash collected from the borrow area shall be transported to the work site using environmental safe methods like transportation through covered trucks etc.

#### 5.5. Placing and compaction of ash fill

#### 5.5.1. Placing the fill

The fill shall be aligned to the lines and grades as shown in the drawings. Placement of fill shall be performed in an orderly way and in an efficient manner so as to produce fills having such qualities of density, strengths and permeability as well as to ensure the higher practicable degree of stability and performance.

Fill material shall be placed only when the weather conditions are satisfactory to permit accurate control of the moisture content in the filling. During monsoons, before stopping filling work for longer duration, the top surface shall be graded to facilitate run off.

The distribution and grading of fill shall be as shown in the drawings and as directed by Engineer In-Charge. The fill shall be free from lenses, pockets, streaks or layers of materials differing substantially in texture or gradation from the surrounding material. The combined excavation and placing operations shall be such that the materials when compacted in the fill will be blended sufficiently to produce the specified degree of compaction and stability.

The ash should be spread by means of dozer/ tractor with special attachments or other earth moving equipments in nearly horizontal lifts of 0.2 to 0.25m loose thickness. The spreading width should be as directed by MIC time to time. The length should not exceed 100m at a stretch. Sufficient care shall be taken during placing and spreading of ash so that in no case the ash layers shall overlap /spread over the layers of side earth cover, this will ensure proper bonding of succeeding earth layers.

The moisture content of the spread ash can vary greatly from place to place and hence proper adjustment of moisture content according to the specified requirements is necessary prior to compaction.

#### **5.5.2.**Compaction equipment

For compacting the ash fill, suitable compacting equipment shall be used with the number of passes. Vibratory rollers having 10 to 12 tons load (static linear load of 20 to 35 kg/cm²) frequency range of 1100 to 1800 rpm with amplitude of vibration between 0.5 mm and 1.7 mm have been proved to be effective for compacting ash/soil layers. The pressure exerted by the vibratory, rollers shall be such that the roller will not cut into the ash/soil surface.

# **5.6.** Rolling and Tamping

When each layer of material has been conditioned so as to have the proper moisture content uniformly distributed throughout the material, it shall be compacted in strips overlapping not less than 0.6 meter by required number of passes Rolling shall be commenced from outer edge and proceed towards center and shall be continued as directed by the Engineer In-Charge. But in no case, less than 10 passes will be allowed.



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#### 5.7. Inspection and Tests

**5.7.1.**Control tests shall be conducted in the field and in the laboratory from time to time to determine whether the fill produced by methods employed satisfied the requirements of the specifications. The work should be inspected regularly by the Engineer In-Charge. Field density tests should be particularly and specifically conducted as given below:

i. In every 2000 cu m of filling placed.

- ii. In areas where the degree of compaction is doubtful
- **iii.** In areas where filling operations are concentrated, i.e. on the same day two or more layers are placed one over the other.
- **5.7.2.** Relevant tests to be conducted at the filling area as per IS specifications and to the frequency as mentioned above are:
  - i. Determination of field moisture content (as per IS: 2720 Part-2).
  - ii. Determination of field density by core cutter method (as per IS: 2720 Part-29).
- **5.7.3.** All tests shall be conducted by the Contractor in the presence of Engineer In-Charge or his authorized representative and the Engineer In-Charge shall decide whether the desired results are obtained. Sampling, making up and testing of samples shall all conform to relevant IS Standards.

#### 5.8. Records

Progress records of filling, placing operations and field control tests shall be made by the Contractor and get attested by the Engineer In-Charge during construction so that a complete description of materials and degree of compaction etc. in any location of the fill will be available. The records shall be maintained by the Contractor and made available to Engineer In-Charge whenever required.

#### 5.9. Measurement & Payments

The payment for the work shall be based on measurement of cross-sectional of fill. It shall include all items like excavation, loading, transporting, unloading, spreading, moistening, drying, re-handling, leveling, compacting and testing etc. for all leads and lifts and as described in BOQ.

#### 6. SOIL COVER

#### **6.1. Scope**

This section covers the construction of soil cover of required thickness as mentioned in the drawings and as directed by Engineer In-Charge including site preparation, transportation of material, placing and compaction., dressing and trimming of the slopes, collection and transportation of soil and conducting control tests.

#### 6.2. Preparation of Borrow Area

**6.2.1.**Earth shall be stripped off from existing ash mound top surface. All area required for stripping earth shall be cleared off vegetation, stumps, roots, bush, rubbish and other objectionable material. Particular care shall be taken to exclude all organic matter from the material to be placed in the dyke. The cleared areas shall be maintained free of vegetation growth during the progress of work.

# 6.2.2.Material

- **6.2.2.1.** The soil to be used for cover shall be of CI or CL or SC (preferably CI) as per IS classifications and should be non-erodible and capable of supporting vegetation and plantation when placed over core ash dyke.
- **6.2.2.2.** The materials shall be impervious / semi pervious from borrow areas and shall not contain stones pebbles exceeding 25 mm in diameter. It shall not contain less than 10% material finer than 0.002 mm. It shall have a permeability value of 10<sup>-6</sup> m/sec or less. The materials shall be homogeneous in texture that is free from lenses or pockets of materials differing in gradation or classification from the average material size.
  - In the process of construction, materials are encountered whose characteristics differ appreciably from those anticipated, such materials should not be used without the advice of the Engineer In-Charge.
- **6.2.2.3.** To ensure data that the fill has been compacted as specified, field and laboratory tests, as required by the Engineer In-Charge, shall be carried out by the Contractor at his own cost. Field density tests by sand replacement method or core cutter method shall be carried out. Contractor's quoted rates for filling shall be deemed to include for all such tests and no separate payment shall be made for the same. In general, one field density shall be conducted for every 500 m3 of fill, with at least one test per shift. The fill will be considered as incomplete if the specified compaction has not been achieved.

# **6.2.3.** Surface treatment of existing dyke

This shall be carried out as specified in clause 5.3.1.

# **6.2.4.** Moisture conditioning

The moisture conditioning of soil cover shall be similar to that of pond ash covered under clause 5.4.3.



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#### 6.2.5. Transportation of the Material

The soil collected from the borrow area outside the NALCO acquired land boundary, if required, shall be transported to the work site using safe methods like transportation through trucks etc. If transportation time is high, care shall be taken to minimize moisture loss.

#### 6.3. Placing and Compaction of soil

**6.3.1.**The material shall be placed in continuous horizontal layers of thickness 200 - 250mm and conditioned to moisture content, corresponding to optimum moisture content that obtained from the standard proctor maximum dry density test.

The soil shall be spread and compacted on the sides of ash, lift by lift, as the ash layer itself is constructed. To ensure proper compaction on the outer edge, the width of each layer of earth shall be kept wider than the requirement by at least 0.5m on all sides and the outer edge dressed to true width and slope after compaction, for which no extra payment will be made

#### 6.3.2. Weather condition

Fill material shall be placed only when the weather conditions are satisfactory to permit accurate control of the moisture content in the filling. During monsoons, before stopping filling work for longer duration, the top surface shall be graded to facilitate run off.

#### **6.3.3.**Compaction equipment

For compacting the earth cover, suitable compaction equipment shall be used. The compaction procedure shall be as described under clause 5.5.2.

#### 6.4. Rolling

When each layer of material has been conditioned so as to have the proper moisture content uniformly distributed throughout the material, it shall be compacted by suitable compacting equipment. The required number of passes shall be carried out to have density equal to 95% of maximum dry density (Standard Proctor). Turns shall be made to ensure uniform compaction. Field density test shall be made after rolling and the dry density obtained should be corresponding to a density equal to 95% of maximum laboratory dry density (Standard Proctor). If not, then additional number of passes have to be made to get the density equal to 95% of maximum laboratory dry density (Standard Proctor) of soil in each layer is achieved.

#### 6.5. Dressing & Trimming of the Slopes

The earth cover on slopes shall be neatly dressed to lines and grades as the placing of fill progresses. Compaction shall extend over the full width of the filling and the material in slopes shall be compacted as for the rest of structure. To ensure proper compaction on the outer edge, shall be kept wider by at least 0.5M on all sides and outer edge dressed to the true width and slope after compaction for which no extra payment will be made. All humps and hollows varying more than 150 mm from the profiles shall be regraded. Slopes shall be maintained until completion and final acceptance. Any material that is lost by weathering or other cause shall be replaced.

#### 6.6. Inspection and Tests

- **6.6.1.** Inspection will consist of ensuring that proper quality of material is used and that the specified thickness of lifts and required number of passes obtained.
  - i. Areas where roller turn during rolling operations,
  - ii. Areas where the thickness of layer is compacted,
  - iii. Areas where the improper water content exists in a material.
  - iv. Areas where less than required number of roller passes were made.
  - v. Areas where dirt clogged rollers are being used to compact the material.
- **6.6.2.**Control tests shall be conducted in the field and in the approved laboratory from time to time to determine whether the fill produced by methods employed, satisfied the requirements of the specifications. The work should be inspected regularly by the Engineer. Field density tests should be particularly and specifically made.
  - i. To represent every 2000 cu m of filling placed.
  - ii. In areas where the degree of compaction is doubtful.
  - **iii.** In areas where filling operations are concentrated, i.e., on the same day two or more layers are placed one over the other.
  - iv. For record tests at the location of all embedded instruments.
- **6.6.3.**Relevant tests to be conducted at the borrow area and at laboratory as per IS specifications are:
  - i. Standard Proctor Test Determination of maximum dry density and optimum moisture content (as per IS: 2720 Part-7)
  - ii. Determination of in-situ moisture content (as per IS: 2720 Part-2).
- **6.6.4.**Relevant tests to be conducted at the filling area as per IS specifications and to the frequency as mentioned above are:
  - i. Determination of field moisture content (as per IS: 2720 Part-2).



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ii. Determination of field dry density by core cutter method (as per IS: 2720 Part-29).

All tests shall be conducted by the Contractor in the presence of Engineer In-Charge or his authorized representative and the Engineer In-Charge shall decide whether desired results are being obtained.

#### **6.7.** Measurements and Payments

Payment for the work shall be based on the measurements of finished cross- sectional areas of fill as per the drawing multiplied by the length. The rate shall include all items like excavation, loading, transportation, unloading, breaking of clods, spreading, moistening, drying, re-handling, leveling, compacting & testing including cost of earth, royalty etc. and as described in BOQ for all lift and leads. The measurement of fill material used for any subsequent bill shall be the overall section measurement minus the sectional running measurements up to the previous running bill.

#### 6.8. Records

Progress records of filling, placing operations and field control tests shall be made by the Contractor and get attested by the Engineer In-Charge during construction so that a complete description of materials and degree of compaction etc. in any location of the fill will be available. The records shall be maintained by the Contractor and made available to Engineer In-Charge whenever required.

#### 7. TURFING

All downstream slopes and berm surface of the mount shall be turfed. The turfing shall be developed by direct sowing or from the sod.

- 7.1. For direct sowing, the growth medium should be tested for pH. Electrical conductivity, available nitrogen, phosphorous, potassium and other essential plant nutrients to assure a continuous stand of vegetation, throughout the life of facility. From these tests, specific amounts and types of fertilizer, pyrite and other soil elements required to establish an effective stand of vegetation shall be determined. Species and seeding rates of grasses and legumes to be planted should be selected based on the characteristics of the prepared growth medium.
  - Seed bed preparation, seeding, mulching and other operations required to establish an effective stand of vegetation should be subsequently conducted in such a manner as to optimize plant growth and minimize erosion.
- **7.2.** Alternatively, the turf can be established from the sod. This work shall consist of the furnishing and laying of live sod of perennial turf forming grass on dyke slopes, shoulders or other locations shown on the drawings or as directed by the Engineer in Charge. Unless otherwise specified, the work shall be taken up as soon as possible following construction of the dyke provided the season is favorable for establishment of the sod.

The sod shall consist of dense, well rooted growth of permanent and desirable grasses, indigenous to the locality where it is to be used and shall be practically free from weeds or other undesirable matter. At the time the sod is cut, the grass on the sod shall have a length of approximately 50 mm and the sod shall have been freed of debris.

Thickness of the sod shall be as uniform as possible, ranging from 5-8 cm or so of soil covering the grass roots depending on the nature of the sod, so that practically all the dense root system of the grasses is retained in the sod dip. The sods shall be cut in rectangular strips of uniform width, not less than about 25 x 30 cm in size but not so large that it is inconvenient to handle and transport without damage. During wet weather, the sod shall be allowed to dry and in dry sod, it shall be watered before lifting to ensure its vitality and prevent the dropping of the soil in handling.

The area to be sodded shall have been previously constructed to the required slope and cross section. Soil on the area shall be loosened, freed of all stones larger than 50 mm diameter, sticks, stumps and any undesirable foreign matter and brought to a reasonably fine granular texture to a depth of not less than 25 mm for receiving the sod.

Where required topsoil shall be spread over the slopes. Prior to placing the topsoil slopes shall be specified to the depths shown on the plans. The topsoil shall be spread to a depth which after settlement will provide the required nominal depth shown on the plans. Spreading shall not be done when the ground is excessively wet.

Following soil preparation and top soiling, where required, fertilizer and ground limestone when specified shall be spread uniformly at the rate indicated on the plans. After spreading, the materials are incorporated in the soil by or other means to the depths shown on the plans.

The prepared sod bed shall be moistened to the loosened depth, if not already sufficiently moist, and the sod shall be placed thereon within approximately 24 hours after the same has been cut. Each sod shall be laid edge to edge such that the joints caused by abutting ends are staggered. Every strip, after it is snugly placed against the strips already in position, shall be lightly tamped with suitable wooden or metal tampers so as to eliminate air pockets and to press it into the underlying soil.

On side slopes steeper than 2 to 1, the laying of sods shall be started from bottom upwards.

At points where water may flow over a sodded area, the upper edges of the sod strips shall be turned in to the soil below the adjacent area and a layer of earth placed over this followed by its thorough compaction.

Where the side slope is 2 to 1 or steeper and the distance along the slope is more than 2 meters, the sods shall be staked with pegs or nails spaced approximately 50 to 100 cm along the longitudinal axis of the sod strips. Stakes shall be driven approximately plumb through the sods to be almost flush with them.



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After the sods have been laid in position, the surface shall be cleaned of loose sod, excess soil and other foreign material. Thereafter a thin layer of topsoil shall be scattered over the surface of top dressing and the area thoroughly moistened by sprinkling with water.

The sods shall be watered by Contractor for a period of three months or till the grass are deep rooted into the original soil whichever is later. After laying, watering shall be so done as to-avoid erosion and prevent damage to sodded areas by wheels of water tanks.

The Contractor shall erect necessary warning signs and barriers, repair or replace sodded areas failing to show uniform growth of grass or damaged by his operations and shall otherwise maintain the sod at his cost until final acceptance.

Turfing with sods shall be measured as finished work in square meters.

#### 8. CONSTRUCTION OF FLY ASH BRICK MASONRY STRUCTURE.

#### **8.1.** Scope

This section covers the construction of fly ash brick masonry drains, cascade walls, sump chambers, settlement pillars etc as shown in the drawings and as instructed by the Engineer In charge.

#### 8.2. Materials

Fly ash bricks shall be as per IS: 12894

Sand shall be as specified under IS: 2116

Coarse Aggregates shall be as specified under IS: 383.

Ash brick masonry structure in cement mortar of proportion as specified in BOQ to the required grades and levels with proper alignments in slopes and in plain surfaces shall be constructed as per the drawings and as per the instructions of the Engineer In Charge. The Brick work shall be conforming to IS-2212(latest revision)

#### 8.3. Workmanship

The whole of the brickwork shall be carried out by the Contractor in a uniform manner. All the bricks shall be kept under water till they are completely soaked and used on the works on their becoming skin dry. The Contractor shall set out and build all brick work to the dimension, thickness and heights as shown in the drawings. The Contractor shall build all brickwork in English bond. Brickbats shall not be used except where required for bond.

The Contractor shall lay bricks in full mortar beds with shoved joints. The joints shall not exceed 10 mm in thickness and shall be full of mortar, close, well finished and neatly struck. The vertical joints in any course shall not be nearer than a quarter of brick length from those in the course below. The brickwork shall be laid plumb and true to line and level. No portion of brickwork shall be raised more than 1 meter above another in a day. If the mortar in any course has begun to set, the joints shall be raked out before another course is laid.

The Contractor shall flush up all the joints thoroughly with mortar as the work proceeds. Where brickwork is to receive plaster, the joints shall be raked to a depth of 12 mm to provide proper bond.

The brickwork as it progresses shall be thoroughly watered on its faces and top. New work shall be properly bonded with the old work. New work surface of unfinished work shall be cleaned and thoroughly watered before jointing new work to it.

Any work in which the mortar deteriorates, shall be dismantled and rebuilt by the Contractor at his own expense.

#### 8.4. Curing

The brick work shall be constantly kept moist on all faces for a minimum period of 7 days. Brickwork done shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period.

#### 8.5. Test

Testing of bricks shall be conforming to IS-5454 and IS-3495 Part-1 to 4, third revision.

# **8.6.** Payment & measurements

Payment and measurement shall be as per IS-1200 part 3 on the finished work as per drawings.

#### 9. PLASTER WORKS

#### 9.1. Codes and Standards

IS: 1542 Sand for plaster.

IS: 1661 Code of practice for application of cement and cement-lime plaster finishes.

IS: 2250 Code of practice for preparation and use of masonry mortar.

# 9.2. Materials

All materials, cement mortar etc. shall be as specified in this specification.

# 9.3. Plastering in one and two operations

**9.3.1.** Proportion: Unless otherwise specified, all plaster work shall be carried out according to IS: 1661. The thickness and proportion of cement plaster shall be as shown in the drawings/as specified in BOQ.



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9.3.2. Workmanship: The surface to be plastered shall be cleaned of all extraneous matter and rubbish. In brickwork the joints shall be raked and concrete surface roughened by chipping or hacking. Any shuttering material adhering to the concrete shall be removed. The surface shall be thoroughly watered and soaked, aerated and all putlog holes shall be closed before starting the plastering operation. Plaster pads of required thickness of plaster for correctness of plumb, line and level shall be established before starting plaster work.

For one coat plaster work, the plaster shall be laid slightly thicker than the specified thickness and the surface then levelled with a wooden ruler to the required thickness. The plaster shall be well pressed into the joints and the surface finished as specified.

#### 10. MORTAR FOR MASONRY AND PLASTER WORK

#### 10.1. Materials

- i. Cement
- ii. Sand: The sand shall be of approved river or pit sand and it shall conform to IS: 1542 for plaster and to IS: 2116 for masonry mortar. Sand for the mortar shall be evenly graded fro:" coarse to fine, free from loam, clay, dust or organic matter etc.
- iii. Water: Water shall be clean and reasonably free from deleterious materials such as oils, acids, alcohol, salts, sulphate and vegetable growth.

#### 10.2. Mortar proportion

The proportion of cement and sand for mortar shall be as indicated in the drawings/BOQ unless otherwise specified.

#### 10.3. Workmanship

The workmanship shall conform to IS: 2250 for preparation of masonry mortars and to IS: 1661 for cement & cement-lime plaster mortars. The cement and sand shall be thoroughly mixed in specified proportion. The water shall be added by sprinkler just sufficient to make a stiff and workable paste. In case of mechanical mixing the mortar shall be mixed for at least three minutes and for hand mixing, the mortar shall be mixed back and forth for ten to fifteen minutes with additions of water.

#### 11. CONCRETE WORKS

#### 11.1. Codes and Standard

#### 11.1.1. General

IS: 1200 ... Method of measurement of building and civil engineering works (Part-1, Part-3, Part-7, and Part-12 & Part-27).

#### 11.1.2. Aggregate

IS: 383 ... Coarse and fine aggregates from natural sources for concrete. IS: 2386 ... Methods of test for aggregates for .concrete (Part-1 to Part-5).

IS: 2430 ... Methods of sampling of aggregates for concrete.

#### 11.1.3. Concrete plain and reinforced

IS: 456 ... Code of practice for plain and reinforced concrete.

IS: 460... Test sieves (Part-1 to Part-3).

IS: 516... Method of test for strength of concrete.

IS: 1199... Methods of sampling and analysis of concrete

IS: 1607... Methods for test sieving.

#### 11.2. Materials

Cement

Aggregates: All aggregates shall conform to IS: 383.

Water: Water shall be as per clause 4.3 of IS: 456.

#### 11.3. Concrete

**11.3.1.** For nominal mix concrete, the concrete shall be as defined by IS: 456. The proportion of materials shall be as indicated in Table-3 of IS:456

#### **11.4. Mixing**

All components of concrete shall be proportioned by weight. Mixing shall be carried out in mechanical mixers. Volumetric mixing shall not be adopted unless specifically permitted by the Engineer In-Charge.

#### 11.5. Workability

Workability of concrete will be controlled as per IS: 1199. Approved admixtures resulting in increased workability without any reduction in strength of concrete shall be permitted with prior approval of Engineer In-Charge.



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#### 11.6. Work tests

The Contractor shall carry out works tests at his own cost in presence of the Engineer In-Charge or his authorized representative at an approved laboratory. Sampling, making up, curing & testing of specimen shall conform to IS: 456, IS: 516 and IS: 1199 and other tests of the ingredients to be carried out periodically shall conform to IS: 2386. Number of specimens to be tested and their criteria for acceptance shall be according to IS: 456.

#### 11.7. Formwork

The formwork shall conform to IS: 456. Forms shall be prefabricated standard or shop built panels or built-in place units and shall be constructed, stiffened and braced to withstand the pressure of concrete contingent upon temperature rate and depth of placing and the spacing of ties. All forms shall be made up with tight joints to contain the grout.

To obtain tight joints of forms, suitable adhesive tapes of minimum 30 rnrn width shall be provided over the joints of form plates enabling to contain cement grout and water containing cement. Form oil shall be applied to all joints.

Supports: Formwork shall be so designed that the sides of beams and slabs can be removed without disturbing soffit forms and their supports. Props and supports shall allow accurate adjustment of the formwork true to line and level and be capable of being removed in an approved sequence without injury to the concrete. Provision shall be made for removal of formwork without disturbing props required for supporting hardened concrete.

Setting: Panels shall be set to true dimensions and alignment and rigidly tied, walled and braced to prevent distortion and displacement from placing operations. For surfaces exposed to view, the contact face shall be such that concrete shall present a smooth, neat appearance.

Tie rod: Form ties, clamps, bolts and inserts shall be of adequate strength for the spacing and spreaders, either removable or embedded type shall be properly used to maintain wall thickness. The rod shall be kerfed to notched type to permit removal, so that no end metal is less than 12 mm back from concrete surfaces. For tie rods of the type which have to be completely, pulled out or to remain embedded, wire shall not be used.

Tolerances: Permissible tolerances in formwork shall be as per IS: 456. Stripping: The period of removal of forms shall conform to IS: 456.

#### 11.8. Placing

Transporting concrete: Concrete shall be transported to the placing site as rapidly as possible to prevent segregation or flash set in the concrete. Before placing concrete, all formwork, and embedment etc. shall be checked for completeness, location, dimensions, square and plumb. All chips and saw dust or other foul matter shall be removed from within the forms. The base surface shall be well moistened and puddles wiped up. Placing equipment and accessories shall be kept clean free of partially set grout and concrete and maintained in proper working order.

Compaction: Concrete in general shall be consolidated by vibration using high frequency mechanically driven vibrators. Care shall be taken not to over vibrate any concrete and especially those with higher slumps. Spare vibrators in good operating condition shall be on hand during placing operations.

Curing: The surface shall be kept wet for a minimum period of fourteen (14) days of covering it with sand, gunny bags, straw or other suitable material and spraying constantly with water.

#### 11.9. Remedial measures for sub-standard concrete

In case concrete strength falls below the mark, either of the following can be decided upon:

- i. In extreme cases, the concrete may have to be dismantled and redone at Contractor's cost. Decision of the Engineer In-Charge will be final and shall be binding on the Contractor.
- ii. Remedial measures if approved by the Engineer In-Charge must be carried out at the cost of the Contractor.
- **iii.** When no remedial measures are considered necessary and the concrete is below strength, payment will be made at reduced rates as per the terms stipulated in the Contract.

#### 12. QUALITY CONTROL RECORDS

**12.1.** The quality control records as shown in Table-1 to 8 indicated below and any other necessary relevant quality records as issued by Engineer In-Charge during execution. These shall be also applicable while conducting control tests either at approved laboratory or at site with the presence of the Contractor and Engineer In-Charge or his authorized representative.



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# TABLE - I

# TESTS AND THEIR FREQUENCY FOR SOILS / Pond Ash

Sl No	No Description of Test Frequency IS Code		Materials to be tested	Remarks	
1	Atterberg limits	Each type of soil	IS-2720 part-5	Soil	
2	Determination of water content	Each layer	IS-2720 part-2	Soil	
3	Determination of specific gravity	10000 Cum/ change of soil	IS-2720 part-3 section-1&2	Soil	
4	Water content & MDD(proctor Compaction Test)	50000 Cum /change of soil	IS-2720-part-7	Soil/pond ash	
5	Determination of permeability	10000cum/ change of soil	IS-2720 part-36	Soil	
6	Field density & moisture content by core cutter method/ sand replacement	1000 Cum / each layer for soil & 10000 Cum for ash	IS-2720 part-39 & 28	Soil/pond ash	
7	Tri- axial shear test	50000 Cum/ change of soil	IS-2720 part-13	Soil	



> i) (ii)

Field moisture deviation from optimum

Percentage compaction

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# Table-2

structio	on ofDat	teshift	
	weather		
ector		following Inspector	
		Type of roller equipment used	
		weight of	
Α.	EXCAVATION		
<u>I)</u>	Type of excavator		
ii)	Depth of Cut		
iii)	Type of material (soil/ash)		
iv)	Borrow pit location		
v)	Whether water added at borrow pit		
В.	FILL CONDITION		
I)	Location of fill		
ii)	Elevation		
iii)	Whether water added at the fill		
iv)	Moisture condition before rolling		
v)	Roller passes.	<u> </u>	
C.	TEST DATA		
1	Field		
	-Location of sampling point		
	Running Distance		
	Off set		
	-Serial No		
	-Moisture Content		
	-Dry density(gm/cc)		
	-Plasticity needle reading, kg/sqcm		
	-Quality of earthwork rolled		
II	Laboratory check		
	-Serial Number		
	-Optimum moisture content,%		
	1 NA 1 1 1 /		
	-Maximum dry density, gm/cc -Plasticity needle reading ,kg/sqcm		

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#### **TABLE-3**

(As per IS2720,Part-14)

#### DATA AND OBSERVATION SHEET FOR STANDARD PROCTOR'S SHEET

# Data Sheet:

1 Sample Nos. & location: =

2 Diameter of mould =

3 Height of mould =

4 Volume of mould(V) =

5 Specific gravity of solids,G=

Sl. No	Observation and Calculation Determination No.				•	•	
	(a) Density	(1)	(2)	(3)	(4)	(5)	(6)
1	Mass of soil(g)						
2	Mass of mould(g)						
3	Mass of compacted soil"M"(g)						
4	Bulk density y=M/V(g/cm <sup>2</sup> )						
5	Dry density= $y_d$ = $y/(i+w)(g/cm^2)$						
	(b)Water Content						
1	Container No						
2	Mass of container+wet soil,g						
3	Mass of container+dry soil,g						
4	Mass of water M <sub>w</sub> ,g						
5	Mass of container.g						
6	Mass of dry soil,"Ms"g						
7	Water content=Mw/Ms,%						

Plot a curve, between (w) as abscissa and "/d as ordinate

Result: Max dry density (from plot) =

Optimum moisture content (from plot) =

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# TABLE -4

(As per IS: 2720, part-29)

# $\frac{\text{DATA AND OBSERVATION SHEET FOR DRY DENSITY DETERMINATION BY CORE CUTTER}{\text{METHOD}}.$

A \	D - 4 -
<b>A</b> I	Data
$\neg$	Data

- 1. Sample No & location:
- 2. Core Cutter No:
- 3. Internal diameter:
- 4. Internal height:
- 5. Volume of core cutter:

Sl No	Observation and calculation	Trial No					
	a)Density	1	2	3	4	5	6
1	Mass of empty core cutter (M <sub>1</sub> )(g)						
2	Mass of core cutter +wet soil(M <sub>2</sub> )(g)						
3	Mass of wet soil M=M <sub>2</sub> -M <sub>1</sub>						
4	Volume of core cutter ,V						
5	Bulk density $y_b = M/V(g/cm_2)$						
6	Dry density $[\Box_b/(1+w)]$ in gm/cm <sup>2</sup>						
	b)Water Content						
1	Container No.						
2	Mass of container, W1						
3	Mass of container+wet soil,g W <sub>2</sub>						
4	Mass of container+dry soil,g W <sub>3</sub>						
5	Water content (w) in %						
	$W = W_2 - W_3 \times 100$						
	$W_3$ - $W_1$						



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# Table-5

(As per IS: 2720, part-2)

# DATA AND OBSERVATION SHEET FOR WATER CONTENT DETERMINATION

# 1. Sample No:

Sl No	Observation and calculation		Trial No			
		1	2	3		
1	Container No:					
2	Mass of container (M <sub>1</sub> ) g					
3	Mass of container + Wet soil(M <sub>2</sub> ) g					
4	Mass of container +Dry soil(M <sub>3</sub> ) g					
5	Mass of dry soil(M <sub>3</sub> -M <sub>1</sub> ) g					
6	Mass of water (M <sub>2</sub> -M <sub>3</sub> ) g					
7	Water content $W=M_2-M_3 \times 100\%$					
	$M_3$ - $M_1$					

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#### **TABLE-6**

(As per IS: 2720, Part-3, Section-1)

# DATA AND OBSERVATION SHEET FOR SPECIFIC GRAVITY

1. Sample No.:

2. Location:

Sl No	Observation and calculation	Trial No			
		1	2	3	
4					
l	Density bottle No				
2	Mass of density bottle (M <sub>1</sub> ) g				
3	Mass of bottle+ dry soil(M <sub>2</sub> ) g				
4	Mass of bottle + soil+water(M <sub>3</sub> ) g				
5	Mass of bottle+water(M <sub>4</sub> ) g				
6	Specific gravity G				
	$=$ $\underline{M}_2$ - $\underline{M}_1$				
	$(M_4-M_1)-(M_3-M_2)$				

Average Specific Gravity =

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# Table-7

# DATA AND OBSERVATION SHEET FOR SIEVE ANALYSIS TEST

1 Sample No =

2 Location No =

3 Mass of Dry soil sample =

4 Mass retained no 4.75mm sieve =

5 Mass passing through 75 micron sieve=

Sl no	IS Sieve	Particle Size	Mass Retained	% retained	Cumulative % retained	Cumulative % Finer(N)
		D mm	(g)			
	a)Coarse Fi	raction				
1	100 mm					
2	80 mm					
3	40 mm					
4	20 mm					
5	10 mm					
6	4.75 mm					
	b) Fine Fra	ction				
7	2 mm					
8	1 mm					
9	600μ					
10	425μ					
11	300μ					
12	212μ					
13	150μ					
14	75µ					
15	Pan					

# Result:-

Percentage finer given in the last column can be used to plot the particle size distribution curve with particle size as abscissa on log scale and percentage finer as ordinate:-

From the graph find

 $\mathbf{C}_{\mathrm{u}} = \mathbf{D}_{60} / \mathbf{D}_{10}$ 

 $C_c = D^2_{30} / D_{60} X D_{10}$ 



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# Table-8

	Depth of Trail Pit
Trail Pit No	Ground water level
Location	
Date	

# SUMMARY OF TEST RESULTS OF SOIL SAMPLES TAKEN FROM TRAIL PIT IN BORROW AREA

Sl No	Depth Sample taken	Description of Sample	Soil Class Prope	ificatio	n	Bulk density	Water Content	Mechanical Analysis				Soil Type	Specific Gravity
	taken		Тторс	lics				Gravel	Sand	Silt	Clay		

Note:-

- 1 Gradation of the soil sample as grain size distribution curve shall be furnished for all samples.
- 2 Dry density and moisture content relationship from Standard proctor compaction testor maximum and minimum density values shall be for borrow samples at frequencies mentioned in table-1

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**ANNEXURE-B3** 

# SPECIAL CONDITINS OF CONTRACT

SUB: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

#### 1. GENERAL

- 1.1. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract. Schedule of Rates, Specification of work, Drawings and any other document forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnancy or variations in the Special Conditions of Contract as are not possible of being reconciled with the provision of General Conditions of Contract.
- 1.4. The materials, design and workmanship shall satisfy the applicable standards, specifications, contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- 1.5. Wherever it is mentioned in the specifications that the Contract shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the Contract Price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.6. In case of contradiction between relevant Indian Standards, General Conditions of Contract, Special Conditions of Contract, Special Conditions, Drawings, Schedule of Prices / Rates, the following shall prevail in order of precedence:
  - FOI/LOI/LOA/WO including any agreed variation.
  - Schedule of rates/Bill of Quantity
  - Technical specifications
  - Drawings
  - Detailed NIT
  - Special Conditions of Contract
  - Instruction to Bidders
  - General Condition of Contract
  - Relevant Indian Standards
- 1.7. The Engineer may order the Contractor to suspend any work, which in the opinion of the Engineer may be subjected to damage by the then prevailing weather conditions.
- 1.8. Unless specifically mentioned otherwise in the contract, the bidder shall quote rates for the finalized items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, construction plant, temporary work, labour materials, levies, taxes, royalty, transport, layout, repairs, rectification, maintenance till handing over, supervision, colonies, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.
- 1.9. The decision of the Engineer-in-charge shall be final and binding on the Contractor regarding clarification of items in the schedule with respect to other sections of the contract/specifications.
- 1.10.NALCO reserves the right to award the whole works to a single contractor or split the work between more than one contractors if considered expedient by NALCO. The rates should remain firm irrespective of the above.
- 1.11. The specification shall be read in conjunction with the description of item in the schedule. The schedule of items shall have precedence over any contrary statement mentioned anywhere in the document.
- 1.12. The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly. In case of procurement for a value in excess of Rs. 10 crores, the 'Class -I local supplier' 'Class II-local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company



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(in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

#### 2. GENERAL INFORMATION ON PLANT SITE AND CLIMATE DATA

#### 2.1. Location

Nalco's existing Captive Power Plant is located at Angul District, in the state of Odisha. The plant is located adjacent to National highway NH-55 and near NH-23 connecting to Talcher. Angul town is located on NH-55, which is connected to Cuttack to its east. The South Eastern Railway line connecting Cuttack/Bhubaneswar to Sambalpur passes adjacent to the Ash Pond. The Ash pond of Nalco's Captive Power Plant is located at about 12 km Northwest of Power Plant. The Ash pond occupies an area of about 800 acres composing Pond I, II and Central over flow channel. The Ash pond is accessible by road from CPP site. The Bidder shall acquaint himself with the access to the site, local working environment, and local interference, interruption of work, if any, that they may encounter during the pendency of contract, availability of local facilities such as railway sidings, transport facilities, material and labour and shall provide suitable allowances in his quotation. The Contractor's quoted price shall take into account all expenses likely to arise in this regard. The intending tenderer shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting their tenders. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out works in strict conformity with drawing: and specifications.

# 2.2. Climatic Condition

The climatic conditions pertaining to the plant site is as indicated below:

Atmospheric pressure	995.5 mbar
Maximum dry bulb temperature, <sup>O</sup> C	44.7
Minimum dry bulb temperature, OC	9.4
Maximum wet bulb temperature, <sup>O</sup> C	29.9
Minimum wet bulb temperature, OC	14.0
Maximum relative humidity (%)	83
Minimum relative humidity,	26
Heaviest rainfall in 24. hours	257 . 3 mm
Prevailing Wind direction is predominantly from	West & North West
Maximimum Wind Speed Km/Hr	180
Latitude	20deg 51min N
Longitude	85deg 12min E
Altitude from mean sea level	90

# 2.3. Susceptibility to Earthquake

The plant site is situated in a region falling under border of Zone II and Zone I I I as per IS: 1893.

# 2.4. Railways

The nearest Railway station on East Coast Railways connecting Cuttack-Talcher-Sambalpur is about 8 km from the ash pond site.

#### 2.5. Roads

The site is located adjacent to National Highway NH-55 and NH-23.

# 2.6. Seaport

The nearest Seaport is at Paradip.

# 2.7. Airport

The nearest Airport is at Bhubaneswar.

# 2.8. Communication

The nearest post office is at Nalco Nagar is about 4 km from site.

# Postal address:

Captive Power Plant

National Aluminium Company Limited District -Angul

Pin : 759145 Odisha.

# 2.9. Medical Facilities

Hospital facilities are available on chargeable basis in NALCO's township. Besides hospital facilities is also available at District hospital Angul. However tariff and other details may be obtained by the bidder.



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# 3. TELEPHONE /FAX FACILITIES

There is an established telephone exchange at NALCO Nagar. The work site area is under the coverage area of all major mobile phone operators available in Odisha. Hence the Owner will provide no telephone/ fax facilities to the Bidder.

#### 4. CONSTRUCTION WATER SUPPLY

In partial modification of Clause 2.2 of General Conditions of Contract (GCC), the Bidder should note the following:

Construction Water shall be provided free of cost at two points in the Ash pond area and it shall be the responsibility of the agency to make necessary arrangement for providing water at different location as per requirement of the work

5. EARNEST MONEY DEPOSIT: Refer tender document.

# 6. SCOPE OF WORK

6.1. The scope of work under this tender is for construction of 7<sup>th</sup> Phase Ash Mound over Ash Pond 2 (Section-A) up to a level of 119 MRL with compacted earth cover of 150 mm on the top of the mound. Other detail is as described in the Technical Specification and drawings of this Tender Document at Annexure- IA.

#### 7. PRICE BASIS

#### 7.1. Works Contract

The entire works as per Scope of Work covered under this contract shall be treated as "Works Contract". The quoted prices/rates of the Bidders indicated in schedule of rates shall include incidence of Works Contract Tax / Turnover Tax.

#### 8. TIME OF COMPLETION

# Time is the essence of contract.

- 8.1. The work shall be executed strictly as per Time Schedule given as part of this Contract Document.
- 8.2. All work within scope of this tender shall be completed within a period of 18 Months from the date of issue of FAX of intent strictly in accordance with the construction programme. The contract period of 18 Months includes idle period for switching over of slurry discharge of headers between sections A & B of ash pond 1. Construction work at site must commence within two (2) weeks from the date of Fax of intent. The date of order shall be reckoned as the date of issue of Fax of Intent. The completion periods of the project is given in the enclosed time schedule. If the Engineer-in-charge so desires, a portion of the work may have to be completed in all respects before the overall completion time, in order to make the completed area available to other agencies for their work.
- 8.3. The bidder shall furnish his proposed time schedule along with his quotation wherever required.
  - 8.3.1.The time schedule should be in the form of PERT/CPM network considering the date of issue of letter/telex/telegram/fax of intent as the zero date and should show completion of various events/activities there from.
  - 8.3.2. The time schedule network shall clearly include all important events/activities regarding, mobilisation, procurement, construction testing, and completion of the work, commensurate with the overall time schedule.
- 8.4. The finalised time schedule network shall form a part of the contract document.

#### 9. SCHEDULE OF RATES

- 9.1. The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Scope of Work, Technical Specification, Drawings and any other document forming a part of this Contract.
- 9.2. All expenses towards mobilisation at site including bringing in equipment, work force, materials, and demobilization like dismantling the equipment, cleaning the site etc. shall be deemed to be included in the rates quoted and no separate payments on account of such expenses shall be entertained.
- 9.3. All expenses towards prevention of ash blowing borrow area site, filling area (mound) and haulage roads shall be deemed to be included in the rates quoted and no separate payments on account of such expenses shall be entertained.

# 9.4. Schedule of Rates to be inclusive

9.4.1. The prices / rates quoted by the Contractor shall remain firm till the issue of final certificate. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind including all type of local / villagers interference / obstruction / interruption / pollution



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problems of ash blowing in the air, or any other problems which may likely to occur from time to time to be taken in executing, completion and handing over the work to the Owner by the contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. Contractor shall make such provision in the schedule rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.

9.4.2.Generally of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform with services at his own cost or without addition of payment or without extra charge of works to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

# 9.5. Schedule of Rates to cover Constructional plant, Materials, Labour etc.

9.5.1. Without in any way limiting the provisions of other sub clauses the schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary works (except as provided for, herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

# 9.6. Schedule of Rates to cover Royalties. Rents and Claims

9.6.1.The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the article, processes, protected by letters, patent or otherwise incorporated in or use in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include and indemnity to the owner which the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, process or charges if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.

#### 9.7. Schedule of Rates to cover taxes and duties

9.7.1.No exemption of reduction of custom duties, excise duties, sales, tax, quay or any port duties, transport charges, stamp duties or Central or State Government or Local Body (or from any other body) or Municipal Taxes and duties, taxes or charges whatsoever will be granted or obtained and all expenses of which shall be deemed to be included in and covered by the schedule of rates. The contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

# 9.8. Schedule of Rates to cover Risk of Delay

9.8.1. The schedule of rates shall be deemed to include and over the risks of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible causes of delay.

# 9.9. Schedule of Rates cannot be altered

- 9.9.1. For work under unit rate basis no alteration will be allowed in the schedule of rates by reasons of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the contractor and agreed to by the Owner and cannot be altered.
- 9.9.2. The schedule of rates to cover for working in operating pond. Contractor's rates shall be deemed to include taking into account that he has to work in operating pond and shall take sufficient care in moving the plants, equipment and materials from one place to another, so that they do not cause any damage to any person or to the property of the owner or to third party including overhead and underground cables/pipe lines. In the event of such damages including eventual loss of production and operation of the plant or services in any plant or establishment as estimated by the owner or ascertained or by the third party shall be borne by the contractor.



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9.10. Rate shall be quoted both in figure and in words in clear legible writing. All scoring and cancellation should be counter signed by the tenderer. In case the quoted rate in figure or words are not legible, the interpretation of the Engineer-in-charge shall be final.

#### 10. ESCALATION: NOT APPLICABLE

# 11. PROJECT SCHEDULING & MONITORING

The successful tenderer shall submit a Master Network within two weeks of date of issue of Telex/Fax of Intent.

- 11.1.The master network will be in the form of PERT/CPM NETWORK prepared system wise-containing major milestones in all stages of execution of contract. Each event/activity will also have earliest completion date, latest completion date and float in number of days/weeks.
- 11.2. The final master network as mutually agreed upon will form the basic document from which schedules for procurement, construction and commissioning will be arrived at. These schedules will be prepared discipline or system wise.
- 11.3. The final master network shall also form the basis for review of schedules, short-term programme and progress reporting for the entire run of the contract. The frequency/ periodicity of programming and reporting will be mutually agreed upon.
- 11.4.Progress reporting shall be done by the Contractor on mutually agreed formats. Reports on such formats will be sent regularly to the Engineer-in-Charge in reproducible with six copies of print as per frequency/ periodicity agreed upon from time to time.

# 12. LABOUR LAWS ETC

12.1. The Contractor shall have independent account codes from concerned Regional Provident Fund Commissioner for Provident Fund and Independent account code from Regional Director ESIC for ESI. Fulfilling all the stipulations towards PF & ESI is mandatory for the bidder.

# 12.2. PAYMENT OF WAGES TO LABOUR ENGAGED AT SITE:

- i. The payment of minimum wages to the contract labourers shall be as per the rates notified by the Central Government, as per Minimum Wages Act-1948 and as adopted/ circulated by the NALCO Management from time to time plus any additional element of and statutory dues thereon.
- ii. The minimum wage as notified by the Chief Labour Commissioner (Central) has a variable component as Special Allowance which is linked to average AICPI for Industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in Minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.
- The classification of workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for the above scheduled appointment. Where the minimum wages notified by the concerned State Government are higher than the rates notified by Central Government, the State Government rates should apply in concerned scheduled employment as long as the same remains higher than the Central Government rates.

# 13. LABOUR LICENSE

Before starting of work, the Contractor shall obtain a license from the concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to the Owner.

#### 14 CONSTRUCTION

- 14.1.Bidder to note that, area in which mound will be constructed in pond-2 will be handed over to them for construction of mound as is where is condition. Any water accumulation in the areas has to be evacuated before the work starts, without any extra cost implication to the owner. The ash/earth fill in these areas shall be carried out as per the Technical specification.
- 14.2. The above work has to be put in the time schedule in a manner so as to complete the entire job within the stipulated contract period. No time extension or extra cost implication will be allowed in the above accounts.
- 14.3. Contractor shall observe the Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible to fulfill all such norms.
- 14.4.Contractor shall have at all times during performance of the work, post a technically competent person to supervise the work at the work premises. Any instruction given to such a person by the owner/ Engineer Incharge shall be construed as having been given to the Contractor.
- 14.5.Owner reserves the right to inspect all phases of Contractor's operations to ensure conformity to the specifications. Owner will have engineers, inspectors or other duly authorised representatives, made known to the Contractor,



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present during progress of the work and such representatives shall have free access to the work at all times. The presence or absence of an Owner's representative does not relieve the Contractor of the responsibility for quality control in all phases of the work. In the event that any of the work being done by the Contractor or any Sub-Contractor is found by Owner's representatives to be unsatisfactory or not in accordance with the drawings, procedures and specifications, the Contractor shall, upon verbal notice of such discrepancy or deficiency, take immediate steps to revise the work in a manner to conform to the relevant drawings, procedures and specifications.

14.6.The Contractor shall carry out required supervision and inspection as per Quality Assurance Plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The owner will have engineers, inspectors or other authorised representatives present who are to have free access to the work at all time. If an Owner's representative notifies the Contractor's authorized representative of any deficiency, or recommends action regarding compliance with the specifications, the Contractor shall make every effort to carry out such instructions to complete the work conforming to the specifications and approved drawings in the fullest degree consistent with best industry practice.

#### 15. FIELD LABORATORY

- 15.1.The Contractor shall set up a Field Laboratory at his own cost for carrying out the various tests as enumerated/mentioned in the Technical Specifications and the Technical documents that will be furnished to them during the performance of the work. Alternatively the contractor shall make his own arrangement at his own cost for carrying out the above test in the nearest approved laboratories in the presence of authorized representative of the Owner. In such case care should be taken that the dependence on outside laboratories does not affect the progress/expeditious execution of work.
- 15.2.All the tests either at the field or at outside laboratories concerning the execution of the work and supply of material by the contractor shall be carried out at contractor's own cost.

#### 16. MEASUREMENT OF WORKS

For all payment purposes, measurement will be based on the execution drawings & technical specification. Wherever details are inadequate or not available in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in- Charge. In such cases, payment will be made on actual measurements. Measurement will be made in units indicated in Schedule of Rates. Linear Measurements will be in meter corrected to nearest centimetre.

#### 17. TERMS OF PAYMENT

- 17.1.Payment will be made through monthly running account bills based on joint measurements with Engineer-in-Charge against the work done during the preceding month on the basis of item rates as accepted in the contract after effecting necessary deductions/ recovery of mobilisation advance including interest charges accrued thereon and statutory deduction as applicable in the following manner
  - i) Payment Terms for all items except Item No. 02 & 07 of BOQ:
    - (1) 95% on completion of work on prorata basis as certified in Monthly progress bill.
    - (2) 5% on completion of all work and acceptance thereof on submission of final bill.
  - ii) Payment Terms for Item No. 2 of BOQ i.e. Excavating, transporting and filling ash:
    - (1) Payment against bill raised, till cumulative quantity against Item no. 2 of BOQ is 6,00,000.00 cum, shall be made as under:
      - (a) 85% of Bill value shall be considered for release on submission of bill.
      - (b) 10% shall be released after quantity against item no. 02 exceed 11,00,000.00 cum.
      - (c) Last 5% shall be released on completion of all wok and acceptance thereof on submission of final bill.
    - (2) Payment against bill raised, when cumulative quantity executed against item no. 02 of BOQ is in excess of 6,00,000.00 cum but is less than 11,00,000.00 cum, shall be made as under:
      - (a) 90% of bill value shall be considered for release on submission of bill.
      - (b) 5% shall be released after quantity against item no. 02 exceed 11,00,000.00 cum.
      - (c) Last 5% shall be released on completion of all work and acceptance thereof on submission of final bill.
    - (3) Payment against bill raised, when cumulative quantity executed against item no. 02 of BOQ exceed 11,00,000.00 cum, shall be made as under:
      - (a) 95% of bill value shall be considered for release on submission of bill.



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(b) Last 5% shall be released on completion of all work and acceptance thereof on submission of final bill

iii) Payment Terms for Item No. 07 of BOQ i.e. Grass Turfing: 100% on achievement of full growth of turfs or 3 months whichever is later.

# 18. CONSTRUCTION METHODOLOGY/REQUIREMENTS

- 18.1.The contractor shall be entirely responsible for execution of the work covered under this tender in a workman like and expeditious manner, as per the technical specifications, drawings attached to this tender document and as per instructions of Engineer-in-Charge.
- 18.2. The work shall be executed strictly in accordance with the Technical specifications attached to this Tender document. No variation to the same is acceptable.
- 18.3.Pond Ash shall be excavated by mechanical means from the designated areas of NALCO Ash Pond -1 section-A or section B whichever will be available at the time of start of work. The borrow area will be decided by the Manager –in –charge.
  - i. Necessary temporary approach roads wherever required at the loading & unloading point shall be made by the contractor at his own cost.
  - ii. Movement of contractor vehicles on the dyke is restricted. Only earmarked roads shall be used by the contractor for plying of his vehicles on the dykes. Any damage to the dykes due to the movement of vehicles shall be made good by the contractor at his own cost.
  - iii. No area inside the Ash Pond other than the designated area for borrowing of ash and movement of vehicles shall be disturbed /excavated.
  - iv. Depth of excavation in borrow area shall be decided by the Manager-in-charge during execution of the work subject to the site condition considering the safety of the existing dykes. Any deviation to the same shall be made good by the contractor by filing the same material at his own cost.
  - v. In no case the borrow area shall be located within 30 m from edge of the existing or proposed dykes.
  - vi. Transportation of ash shall be carried out by tightly covered vehicles (trucks/ trippers/ dumpers etc.).
  - vii. Necessary arrangements shall be made by the contractor so that there shall not be any spillage of ash from the gaps in body of the vehicles during transportation.
- viii. Contractor has to make proper arrangement to cover the ash loaded vehicle completely by tarpaulins etc. so that there shall not be any blowing / spillage during transportation.
- ix. The route for plying of vehicles from loading point to the unloading point shall be defined by the Manager-in-charge. Tentative route map is attached to this SCC. Contractor has to follow the same route or any suitable alternative route with consent of NALCO.

# 18.4. Construction Equipment

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate number of suitable equipment, such as required capacity excavator, vibratory sheep foot roller/compactor, Bulldozer/Grader/Water tanker, Tipper and other suitable equipment required for due completion of work, tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule and complete the works within, the contractual completion period without any additional cost to Owner. No Construction Equipment shall be supplied by the Owner.

# 18.5.Site Organisation

The Contractor shall without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the construction schedule without any additional cost to Owner.

# 19. ENTRY PASSES, GATE PASSES, WORK PERMITS

19.1. The works under this contract are to be carried out in areas declared as plant limits, adjacent / adjoining to the existing operating plant. As such, Contractor is required to abide by safety and security regulations of the Owner enforced from time to time.

# 19.2.Entry Passes

- 19.2.1. The Contractor has to apply for photo entry passes for his workers & staff in a prescribed proforma available with Owner for persons requiring entry into plant/ash pond premises as required.
- 19.2.2. Unutilized/Expired entry passes shall have to be submitted immediately to Owner.



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19.2.3. Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant.

#### 19.3.Gate Passes

To bring materials / equipment / tools / tackles etc., to construction site, the Contractor has to produce challan / proper documents to the Owner's personnel at gate. The materials shall be checked thoroughly by the Owner's personnel at Gate and recorded in their register before allowing any materials to bring to site by Contractor. It is Contractor's responsibility to see that the recorded entry No., date, signature of Owner's authorised representative with stamp are there on the challan/supporting documents before taking any materials to work site. In addition to above, entry of the material will be permitted only during the stipulated working hour, and more so, if consignee is available to receive the said material.

To take Contractor's materials out of the site, the Contractor has to apply with specific purpose / reasons to the Engineer-in-Charge, attaching challan/supporting documents signed by Company's personnel at gate during entry.

# 19.4. Vehicle Permit

Permits are to be obtained separately for entry / use of vehicles / trailers, etc at work site. The following requirements are to be met to obtain vehicle permit:

- i. Vehicle / Equipment etc., should be brought to site in good condition.
- ii. Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
- iii. Valid operating/driving license of drive / operator.

#### 19.5. Validity of the Permit

- i. No permit is valid if it is not renewed by authorized personnel after its expiry.
- ii. No permit is valid on holidays/odd working hours, unless special permission is obtained from the competent authority.

# 20. Safety Regulations

# 20.1. Regarding Work Permit:

The work shall be carried out at site as per safety practices enforced by NALCO safety section and instructions of Engineer-in-charge issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the Contractor shall meet these requirements without any argument for time and financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of the Contractor. No claim for idling of machinery, plant, manpower etc., for safety reasons or non-issuance of work permit by In-charge, Safety Section shall be considered.

The Contractor shall abide by all safety regulations of the plant and ensure that safety equipment or specific job kit as stipulated in the Factory Act / Safety Hand Book is issued to the employee during the execution of work, failing which all the works at site will be suspended.

#### 20.2. Regarding use of Vehicle

- i. Vehicle must not ply on any road within the plant/site at a speed exceeding 20 km / hr.
- ii. Mobile crane / loaded trucks / trailers must not exceed speed limit of 15 km / hr inside the Plant/site.
- iii. No crane is allowed to move inside the plant/site with load.

# 21. CO-ORDINATION WITH OTHER AGENCIES

Contractor shall be responsible for proper co-ordination with other agencies operating at the site of work so that work may be carried out concurrently, if necessary, without any hindrance. The Engineer-in-charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding.

# 22. SITE CLEANING

- 22.1.Contractor shall comply with the provisions of ISO 14000 (EMS Criteria) for proper disposal of debris, unused oils, lubricants etc. in consultation with Engineer-in-Charge.
- 22.2. The Contractor shall take care of cleaning the working site from time to time for easy access to work site and also from safety point of view.
- 22.3.The Contractor and his sub-Contractor shall from time to time clear and remove all rubbish and unwanted constructions, unwanted equipment, unused materials, etc. resulting in the execution of the work. The disposal of rubbish will have to be done only in the areas earmarked by the Owner as per the direction of the Engineer-in-Charge. All streets and driveways in the work area shall be kept clear and unobstructed at all times.



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22.4. Working site should be always kept cleaned up to the entire satisfaction of Engineer-in-Charge. Before handing over of any work to Owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-Charge.

22.5.On completion of the total work as envisaged in this contract, the Contractor has to dismantle and clear all constructions used for his office/stores/godowns/laboratories/labour colony etc. at Owner's site.

#### 23. LOCAL ROADS & HAUL ROADS

- 23.1.Contractor shall make all temporary roads/approaches/ ramps necessary for his work at site at his own cost. Contractor shall also maintain already established roads/approaches, which are used by him.
- 23.2. The contractor shall plan transportation of construction materials/equipment to work site in such a way that road accident are avoided & no damage is done to the existing roads.
- 23.3.The contractor shall construct and maintain at his own cost all suitable temporary haul roads to the work site as may be found necessary by him for the execution of works. Before construction of all such haul roads and any subsequent modifications, the contractor has to get approval for the same from Engineer-In-Charge.
- 23.4. Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such works shall be deemed to have been included in the cost of the item.
- 23.5.No heavy equipment/Trucks should run over the Dyke. Only crossing of the dykes will be allowed at specified locations as directed by the Engineer In charge
- 23.6. The haulage road from Ash pond-1 to Ash pond-2 is to be maintained for smooth running of the equipment as and when required at no extra cost to NALCO.
- 23.7. Water sprinkling in the road used by the agency to move heavy trucks inside the pond and outside has to be carried out so as to avoid any ash blowing.

# 24. SURVEY AND LEVEL/SETTING OUT OF WORK

- 24.1.The Engineer-in-Charge shall furnish the relevant existing grid point with benchmark on the land. It shall be Contractor's responsibility to set out the necessary control points in and to set out the alignment of the various works. The Contractor shall have to employ efficient survey team for accuracy of such setting out works.
- 24.2. The various works shall be done true to line, level and grade. The periodical checking of these by NALCO staff not absolve the Contractor of his responsibility regarding their accuracy. In case of any discrepancy in line, level or grade at the meeting face or elsewhere, the Contractor shall make good the same.
- 24.3. The Contractor shall give the Engineer-in-Charge not less than 24 (twenty four) hour notice in writing of his intention to set out or give levels for any part of the work so that arrangements may be made for checking the same.
- 24.4. Work shall be suspended for such time as necessary for checking lines and levels on any part of the works.
- 24.5.The Contractor shall at his own expense provide all assistance, which the Engineer-in Charge requires, for checking the setting out of works.

# 25. DRAWINGS AND DOCUMENTS

- 25.1. The drawings accompanying the Tender Document are of indicative nature and issued for tendering purpose only. Purpose of these drawings is to enable the Bidder to make an offer in line with requirements of the Owner.
- 25.2. These are preliminary drawings for tender purpose only and are by no means the final drawings or show the full range of the work under the scope. Work has to be carried out on the basis of the drawings marked, "Released for Construction" with additions, alterations and modifications made from time to time and also according to any other that would be supplied to the contractor progressively during execution of the work.
- 25.3. Construction shall be as per drawings/specifications issued/approved by Engineer-in-Charge issued from time to time during the course of execution of work. The quoted rates shall be deemed to include cost of preparation and submission of fabrication drawings (if any) review and approval of Engineer-in-Charge. It is however, clearly agreed by the Contractor that review and approval of the drawings by Engineer-in-Charge shall not absolve the Contractor of his responsibility to carry out the work as per specifications.
- 25.4. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Tender Drawings" regarding any changes/units.
- 25.5.Contractor shall submit everyday a report on category wise layout and equipment deployed along with the progress of work done on previous day in the Performa prescribed by the Engineer-in-Charge.



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# 26. CONDITIONS FOR FREE ISSUE MATERIAL NO FREE ISSUE MATERIAL BY OWNER IS CONSIDERED AGAINST THE WORK.

# 27. SCOPE OF SUPPLY BY THE CONTRACTOR

- 27.1. Scope of supply shall be as detailed in Specification of this Tender Document.
- 27.2. However, the procurement and supply of all materials i.e. cement, brick, sand aggregate, consumables etc. including necessary tools & tackles required for the completion of work shall be the responsibility of Contractor and the quoted price shall be deemed to include cost towards the same.
- 27.3.All materials, consumables, testing appliances, tools and tackles necessary for completing the work should be procured and supplied by the Contractor at his own cost.
- 27.4. The Owner will identify the borrow areas for pond ash. For earth, the borrow area will have to be arranged by the Contractor outside the NALCO acquired land and the quality of earth has to be certified by the Engineer In-Charge.
- 27.5.Debris generated by the Contractor shall be disposed of by the Contractor at his own cost in the areas earmarked by the Owner as per the direction of the Engineer-in-Charge.

# 27.6.ADDITIONAL WORKS/EXTRA WORKS

27.6.1. OWNER reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary cooperation, and act as per the instruction of Engineer-in-Charge.

#### 28. INSPECTION OF SUPPLY ITEMS

- 28.1.All inspection and test on bought out items if any shall be made as required by specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor / manufacturer.
- 28.2.Inspection calls shall be given for association of Owner/EIC as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, general arrangement and other contract drawings, specifications, catalogues etc., pertaining to equipment offered for inspection shall be got approved by OWNER and copies shall be made available to OWNER beforehand for undertaking inspection. The Contractor shall ensure full and free access to the inspection engineer of OWNER at the Contractor or their sub-Contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 28.3.The Contractor / Sub-Contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of OWNER free of cost for carrying out inspection.
- 28.4. Where facilities for testing do not exist in the Contractor's / Sub-Contractor's laboratories, samples, and test pieces shall be drawn by the Contractor / Sub-Contractor in the presence of Inspection Engineer of NALCO and duly sealed by the later and sent for tests in Government approved Test House or any other testing laboratories approved by the inspection Engineer at the Contractor's cost.
- 28.5. The Contractor shall comply with the instructions of the Inspection Engineer fully and with promptitude.
- 28.6.The Contractor shall ensure that the equipment / assemblies / component of the plant and equipments required to be inspected are not assembled and despatched before inspection. The Contractor shall ensure that the parts once rejected by the Inspection Engineer are not used in the works. Where parts rejected by the Inspection Engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.
- 28.7.On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be stamped suitably and inspection Certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating therein the details of observations and remarks.
- 28.8.If Owner or its representative fails to inspect within 30 days after receipt of inspection notice, the Contractor may dispatch material on specific approval of Owner. All inspection and test shall be made as required by the specifications forming part of this contract. Contractor shall advice EIC in writing at least fifteen days in advance of the date of final inspection/tests. Manufacturer's inspection or testing certificates for equipment and materials supplied, may be considered for acceptance, at the discretion of Engineer-in-Charge. All costs towards testing etc. shall be borne by the Contractor within their quoted rates.



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# 29. TESTS AND INSPECTION

29.1.The Contractor shall carry out the various tests as enumerated in the technical specifications of the Tender Document and the technical documents that will be furnished to him during the performance of the works and no separate payment shall be made unless otherwise specified in the Schedule of Rates.

All materials before being utilized in works shall be inspected and tested, by the Engineer-in-Charge or his representative/consultant. Only approved materials shall be used.

The nature of testing to be done, periodical intervals at which such testing is to be done, etc. as per the latest editions of relevant IS codes shall be determined by the Engineer-in-Charge.

The day to day and periodical tests to be carried out on materials, mixes and placed concrete, mortar etc. besides the density tests on embankments dykes samples shall be specified by the Engineer-in-Charge from time to time.

The Contractor shall setup a suitably equipped field Laboratory of his own with Power and Water facilities to perform the following tests:

- i. On Ash / impervious / Semi-pervious Materials:
  - **a.** Standard Proctor, In-Situ Density and moisture content, Permeability, and Atterberg Limits, Specific Gravity & tri-axial shear test
- ii. On Aggregates / Sand
  - **b.** Sieve Analysis, Fineness Modulus of Sand, Relative Density of Filters, Specific Gravity of Sand, Permeability, flakiness index, and aggregate impact.
- iii. Concrete / Mortar- Slump Tests, Cube Strength (7 days and 28 days)
- iv. Fly ash bricks:- Dimension test, compressive strength, water absorption, efflorescence test
- v. Cement use for the entire work shall be in the bidder scope of supply and the specification for the materials shall conform to the following.
  - Ordinary Portland cement confirming to IS: 269 of IS 8110 or for Portland Slag cement confirming to IS: 455. The agency has to submit the required test certificates for the cement before use at site for each lot.
- 29.2.All tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 29.3. The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.
- 29.4.The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection of work.
- 29.5. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectification at his own cost.
- 29.6.All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall be part of the completion documents.
- 29.7.Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.
- 29.8. The Contractor shall carry out and bear cost towards the tests in his laboratory. The Contractor will provide free access to the field Laboratory to the Engineer-in-Charge and his authorized representatives to supervise/carryout the tests.

#### **30. FINAL INSPECTION**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to Contractor, these shall be attended by the Contractor at his own cost as and when they are brought to his notice by the Owner. The Owner shall have the right to have these defects rectified at the risk and cost of the Contractor if he fails to attend to these defects immediately.

# 31. RESPONSIBILITY OF CONTRACTOR

31.1.It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Owner/Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/approved by the Owner/Engineer-in-Charge shall be carried out at no extra cost to the Owner.



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31.2.All expenses towards mobilisation and demobilization at site including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

- 31.3.It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workmanlike and efficient manner and complete all the jobs as per time schedule.
- 31.4.The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.
- 31.5. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

The contractor is fully responsible for shifting of materials viz. suitable earth/ soil from the outside NALCO acquired land to the work site (Ash pond). If any eventualities such as stoppage/hindrance are caused by local people/villagers so arises during the transportation or shifting of earth/ soil shall be dealt by the contractor at no extra cost to the owner.

# 32. MEASUREMENT OF WORK

- 32.1.The work shall be measured on the basis of the cross sections. Initial levels for this purpose, will be ones taken after stripping/ grass cutting. The level will be taken at an interval of 5 m or at closer distances as found necessary or as determined by the Engineer-in-Charge. The gross quantity of the materials will be based on these cross-section which will also indicate the separate zones of impervious, pond ash, etc., for facility of arriving at correct quantity of these materials which went into the construction. The voids will be deducted for different type of materials as per IS-1200/or as indicated in BOQ
- 32.2.For all payment purposes, measurements shall be based on the execution drawings. Wherever details are not available or inadequate in the execution drawings, physical measurements shall be taken by the Contractor in the presence of representative of the Engineer-in-Charge. In such cases, payment shall be made on actual measurements. Measurements shall be made in units indicated in Schedule of Rates.
- 32.3. Measurement of weights shall be in metric tonnes corrected to the nearest kilogram.
- 32.4.Linear measurement shall be in meters corrected to the nearest centimeter.

#### 33. Mobilization Advance: Not Applicable

# 34. Adjustment for Increase/Decrease in Contract value

- 34.1.The quantity of the various items mentioned in the schedule is approximate and may vary up to any extent or be deleted altogether. The quoted rates of each item shall remain firm as long as the variation in the total value of the work executed under this tender specification, including extra items, if any, remain within +50% and -25% of the total value of the contract. The contractor in his own interest should get an indication of the probable extend of the work to be executed under any particular item in the schedule, before undertaking any preliminary and enabling work or purchasing bought out components related to the work.
  - The above-mentioned variation limits shall not apply to quantities of the individual items, which can vary to any extent. No compensation shall be paid to the Contractor on this account.
- 34.2.However if due to variation/ amendments by NALCO, the gross value of work actually performed by the Contractor is less than 75% of awarded contract value, then the Contractor shall be entitled for an additional 5% on the amount by which the contract value falls short of 75% of total contract value which the contractor may have anticipated towards profit for due execution of the total contract value. Similarly if due to variation/ amendments by NALCO, the gross value of work actually performed by the Contractor is more than 150% of awarded contract value, then a discount of 5% shall be considered on the amount by which the contract value exceeds beyond 150% of awarded contract value.

# 35. COMPUTERISED CONTRACTOR'S BILLING SYSTEM

Without prejudice to stipulation in General Conditions of Contract, Contractor shall follow the following Computerised Billing System:

The bills will be prepared by the Contractor on his own PCs as per the standard formats and codification scheme proposed by the Owner. The contractor shall submit the monthly bills through their official email id, incorporating all jointly accepted measurements of work done in the previous month. EIC/Consultant shall verify and forward the same to Owner for further scrutiny at their end and for release of payment. If any differences in



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computer entry and jointly accepted measurements are found by EIC/Consultant, the relevant pages shall be marked and such bill shall be returned to the Contractor. The date of re-submission of the same after incorporating all such corrections only shall be reckoned as date of submission of the bill. The Contractor shall also ensure the correctness-and consistency of data so entered with the copy of the bill, submitted for payment. The Contractor shall arrange necessary infrastructure facilities for following this Computerised Billing System within his quoted prices. No additional payment on account of computer hire or peripherals of consumables shall be made.

# 36. QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

- 36.1. Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed quality assurance programme shall be prepared by the Contractor for the execution of contract for various works, which will be mutually discussed and agreed to.
- 36.2. The Contractor shall establish document and maintain an effective quality assurance system.
- 36.3. The Owner / Consultant or their representative reserve the right to inspect / witness, review any or all stages of work at shop / site as deemed necessary for quality assurance.

The final acceptance of work shall be based on the test results of the quality control laboratory set up by the owner. The Contractor shall make suitable arrangements to see that one of his representatives remains present at the time of taking samples and shall authenticate the facts, if so required. Should the Contractor fail to keep his representative present at site at the time of taking samples or fail to provide required labourers and other equipment to collect the samples, it shall be taken by the Owner and the samples selected shall be considered as authentic. The cost incurred by the Owner when the Contractor fails to provide required men and material for collecting samples and for their transport shall be recovered from the Contractor.

#### 37. EXISTING SERVICES

- 37.1.Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the Contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof, or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 37.2. Should any damage be done by the Contractor to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings the Contractor shall make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-charge.

# 38. CONTRACTOR'S SITE ESTABLISHMENT

- 38.1. The Contractor shall build and maintain at his own cost a suitable site office and necessary stores on the portion of the land allotted to him in an approved manner.
- 38.2. The Contractor shall make available of an approved shed of 25-sq. m area for setting up site quality control laboratory. No separate payments will be made for making available such lab.

#### 38.3.Labour Colony

- a. Necessary land for Labour Colony (if required) shall be made available as per GCC.
- b. However the bidder should ensure vacation of the land and restore it back to its original condition as per GCC before settlement of the final bill.
- c. No power and water shall be provided by the Owner at the Labour Colony.
- d. Soon after completion of the Work and when instructed by the Engineer and Contractor shall remove all temporary offices, stores, buildings and camps constructed on the allotted portions of the land within the Site. The removal shall be completed before the final payment is made to the Contractor under the Contract. Removal shall also mean clearing of all rubbish, debris, levelling and filling, if any, so as to leave the Site in clean and tidy condition.
- e. Sanitary Convenience: Necessary sanitary convenience in the office, stores and for the use of workmen at site, properly isolated and excluded from public observation, shall be constructed and properly maintained throughout the execution of the Work by the Contractor at his own cost in such manner and at such locations as shall be approved by the Engineer.

# 39. COMPLETION DOCUMENTS

- 39.1. The following documents shall be submitted by the Contractor, in triplicate, as a part of the completion documents. These will be in addition to those mentioned in the General Conditions of Contract.
  - a. Material Test and Analysis Certificate for materials supplied by the Contractor wherever required.



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- b. Material appropriation statement as required.
- c. Material test report.
- d. Inspection Certificates.
- e. Six sets of construction drawings showing therein the execution of the work duly approved by the Engineer-in-Charge and one set in electronic media CD
- f. Any other drawing/document reports specified elsewhere in tender documents.

# 40. MEDICAL CARE

- 40.1. The Contractor shall be fully responsible for any first aid and emergency' medical treatment to his employees. Necessary arrangement for this purpose shall be made by the Contractor at Site.
- 40.2. The contractor must submit necessary medical certificates of its workmen before start of the work and carry out regular check-ups from authorized medical practitioners as required under law.

#### 41. CONTRACT AGREEMENT

- 41.1.Contract documents for agreement shall be prepared after award of works for the successful Bidder by Letter of Award. Until the final contract documents are prepared and executed, this Tender Document together with the annexed documents, modifications, deletions agreed upon by the OWNER and Bidders acceptance there of shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 41.2. The Contract document shall consist of the following:
  - a. Original Tender Documents issued with its enclosures.
  - b. Addendum / Corrigendum to Tender Documents issued if any.
  - c. Fax of Intent.
  - d. The detailed letter of Award/ Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.
- 41.3. The statement of agreed deviations shall be prepared based on the finally retained deviations (if any) the Bidder and all correspondences and MOM's held between the OWNER and the Bidder prior to issue of Fax/ Telex of Intent shall be treated as Null & Void. Any deviations or stipulations made and accepted by the OWNER after award of the jobs shall be treated as amendments to the contract document as above.

# 42. GENERAL ENVIRONMENT REQUIREMENT

- 42.1. The bidder has to ensure efficient use of natural resources like water, fuel oil and lubricants.
- 42.2. The bidder should ensure that materials/equipment quoted are manufactured/ supplied through Eco-friendly process/system.
- 42.3. The bidder should ensure proper awareness of workers working in their factory/ plant/ construction site to maintain for a green and clean environment.
- 42.4. The contract agencies must collect and dispose of all the waste & scrap materials at the designated place only as directed by Engineer-in-Charge.

# 43. Special Environmental Requirement

- 43.1. Special care to be taken at borrow area for pond ash and ash mound area so that ash blowing is avoided. This may be done by water sprinkling by use water tanker or other means.
- 43.2.All the haulage roads, temporary roads inside the Ash Pond and outside that will be used for transportation of material has to be properly maintained and adequate care to be taken to prevent ash /dust blowing .For this necessary water sprinkling by tankers or other means.
- 43.3.Nalco may provide water sprinkling points with necessary attachments and pipes at different locations of Ash mounting/borrow area. The contractor has to operate the sprinklers as directed by Engineer in charge to prevent ash blowing.

# 44. Other points:

- 44.1.The successful agencies shall put off safety signboards, road safety boards and other statuary boards in work place as per the requirement.
- 44.2. The agency to facilitate all regulatory requirement for due execution of the work without any extra cost to NALCO.
- 44.3.All local interference/hindrances has to be resolved by the agency so that the progress of the work is not hampered.



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# 45. CONTRACTOR TO FOLLOW SECURITY RULES ENFORCED BY THE OWNER

The Contractor shall strictly abide by the security rules and regulations enforced by the Owner from time to time. The Contractor shall provide proper identity cards, badges etc. to his employees whenever directed by the Engineer.

**46.** During the course of execution of work continuity of the work may be interrupted due to any sort of reason like: non availability of front for borrow of ash, weather condition etc. This interruption may be for few days or longer period. The rate quoted by the party to include these idle charges if any. No extra claim shall be entertained for any idle period.



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Annexure-1

# PREAMBLE TO BILL OF QUANTITIES

- 1. The works included in the Contract consist of civil works involved in the construction of ash mound in Ash Pond-2 (section A) above 115 MRL for Captive Power Plant of NALCO, Angul in Odisha complete in all respects as shown in the drawing and as indicated in the Specification and Bill of Quantities.
- 2. For proper visualization of scope of work, tender drawings showing the plan and sectional views are enclosed as guidance. However, the contractor is required to get familiarized with site conditions before submitting the tender. Necessary permissions shall be obtained from NALCO for visiting the ash pond site at Angul. No extra claim on any item of work in the Bill of Quantities due to non-familiarity with site conditions shall be entertained.
- 3. The Contractor shall carefully go through the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bill of Quantities and Drawings and include in his rates any sum he may consider necessary to cover the fulfillment of the various clauses contained therein. The unit rates stated in the Bill of Quantities for the respective items of work include everything necessary to complete the said items of work within the contemplation of the-Contract and beyond the unit rates no extra payment will be allowed for any incidental or contingent work, labour, materials and plant.
- 4. This preamble to the Bill of Quantities is an integral part of the Bill of Quantities and any definitions and explanations given herein have as much force as though they are incorporated in the description of items themselves in the Bill of Quantities.
- 5. Scope of the present tender covers excavation of ash from Ash pond-1(section A or section B) and transporting it to the designated ash mound area in Ash pond -2 with a lead varying from 2.0 KM(average) to 3.0Kms(average), laying, leveling the same in layers of 200mm, rolling, watering, compacting construction of ash mound over ash pond-2. The covering material shall be approved quality of earth as specified in the Technical specification. Turfing of the side slopes and brick masonry drain shall be as per the drawing, specification and as per the direction of Manager in charge.
- 6. The quantities of the items of work indicated in the Bill of Quantities are probable quantities. It must be clearly understood that the Contract is not a lumpsum Contract, that neither the probable quantities nor the value of the individual items of work nor the aggregate value of the entire tender will form part of the Contract and the Owner does not in any way assure the Contractor or guarantee that the probable quantities are correct or that work should correspond thereto.
- 7. Unless otherwise specified, all measurements will be in metric units.
- 8. No change in the unit rate will be admissible for any variation in quantities.
- 9. All material required for due execution of the work is considered in the scope of the contractor. It shall be the sole responsibility of the contractor to procure the material required in time so that execution of work as per schedule is not hampered.
- 10. Pond ash will be supplied free of cost by NALCO from the ash pond and the Contractor shall make all necessary arrangements for collecting the same at their cost for further works.
- 11. The rates in the Bill of Quantities shall also include but not be limited to the cost of the following:
  - 11.1. Transportation of constructional plant, personnel etc to the Site and their withdrawal on completion of the works.
  - 11.2. Storage of materials and hoisting and lowering to all levels.
  - 11.3. Supplying, transportation to site, unloading, protecting, storing, handling, re-handling and installation of materials in accordance with the contract.
  - 11.4. Works at all heights and depths and to all leads, unless otherwise specified in the Bill of Quantities.
  - 11.5. Accommodation of the Contractor's staff and labour.
  - 11.6. All freights, taxes, duties, levies and royalties.
  - 11.7. Transportation and use of all plants needed to successfully operate the stockyard and manage its day to day work and their withdrawal on completion of the work.
  - 11.8. Necessary care and protection against damages to equipment, if any.
  - 11.9. Necessary hauling roads including inside the pond is under the scope of Contractor for mound formation works.

    The temporary haulage roads required for construction have to be made and maintained by the Contractor and may be deemed as included in their quoted rates.



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11.10. Construction of survey pillars of required size high resting on suitable foundations, the top of pillars provided with water proof paint indicating reference points and bench marks etc.

- 11.11. Collecting, sampling & testing of ash and earth to be used for the mound, sampling Ash bricks, conducting the relevant tests in field and in approved laboratory as per relevant IS requirements and submission of reports for approval & clearance in prescribed format as per the directions of the Engineer-in-charge.
- 11.12. Where any provision of the specification is contrary to a provision of the Bill of Quantities unless a different intention appears, provision of the Bill of Quantities shall be deemed to override the provision of the specification unless otherwise directed by the Engineer In-Charge and shall prevail to the extent of such contradiction.

#### A. ASH/EARTHWORK

- 1. Within the approval conveyed by the Engineer, the Contractor is free to plan the ash / earthwork in foundation of structures, trenches, Tunnels, etc. such that the usable excavated material is backfilled directly into the fill area. Payment for the excavation will, in any case, be made separately on the quantity of material excavated at the appropriate rate in the Bill of Quantities irrespective of whether the excavated material is disposed off or led to spoil dumps or other fill areas or whether it is led directly from excavation to backfilling of some other foundation or used for forming mound.
- 2. All excavation shall be measured on site making due allowances for batters as may be actually executed at the site in accordance with the instructions of the Engineer-In-Charge. If excavations are taken by the Contractor to levels deeper than those authorised by the Engineer In Charge the extra depth shall be made good by lean concrete or other materials as per directions of the Engineer In Charge at Contractor's cost. No extra payment will be made for removal of earth /ash slips during the execution of the work if this due to the Contractor's negligence in following the Engineer-In-Charge's instructions

The excavated materials from the borrow pit shall be transported to the actual place of mound formation and stacking of the same if necessary before laying as per the drawings and direction of Engineer-In-Charge. No additional payment shall be made for re-handling of materials.

- 3. The earth work for cover as specified will first include obtaining earth from the stacks, recovered after stripping from top surface of the existing mound. Quantities for payment shall be calculated based on the finished cross-section of the earth work in the mound as shown in the drawings. Since the earth to be used will be stripped from the existing mound, no royalty shall be applicable to such Earth covering Works.
- 4. Balance earth work for cover, if required, after exhausting earth from stacks (mentioned at Sl. No. 3), will include obtaining suitable selected earth from borrow areas outside NALCO acquired boundary. Quantities for payment shall be calculated based on the finished cross-section of the earth work in the mound as shown in the drawings.
- 5. All materials and labour required for fencing in and protecting against risk or accidents due to open excavations shall be provided without any extra cost to NALCO.
- 6. In the excavation of trenches for laying pipes shall not be kept for a longer period. After laying of the pipes refilling of earth should be carried in the shortest possible time so as to avoid any damage to the existing dykes.

# B TESTING

# 1. BEFORE COMPACTION

Material delivered to the field shall be examined and their properties shall be estimated by way of inspection. The checks shall include

#### 1.1. Borrow areas Ash/earth

- Excavation of borrow areas shall be limited in extent of depth as directed by the Engineer-In-Charge.
- Estimation of moisture content of material by visual examination and feel.
- Moisture content shall be controlled by adding water or aerating the soil according to laboratory tests.
- Relevant tests shall be carried out at laboratory for earth/ash before laying for mound construction.
- Samples shall be taken for laboratory analysis in case the soil is of different characteristics.
- These inspection checks shall be supplemented by sampling materials at prescribed minimum intervals and by testing the samples in the approved laboratory for gradation and moisture content and proctor density.
- Water content tests shall be carried out in the field laboratory before placing the fill materials.
- Moisture content shall be controlled by adding water or aerating the Ash as per the test requirements.
- It shall be ensured that the methods of dumping, spreading and moisture conditions are such that it results in reducing segregation and variation of moisture content to a minimum



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# 2. TEST AFTER COMPACTION

- 2.1. It is intended that the checks on operations during compaction shall verify:
  - That the layer thickness of the materials is as specified.
  - That the fill is compacted by the required number of passes of the specified machinery.
  - That no excessive cutting, weaving or scaling of the fill occurs during compaction.
  - That field compaction tests after laying of each layer of earth /ash shall be taken by core cutter for necessary testing with respect to MDD

#### 3. FREQUENCY OF TESTING

- It will be necessary to carryout sampling and testing of materials before and after compaction at sufficient frequencies so that effective checks on the fill operations are maintained. The testing frequencies proposed should correspond to the frequencies shown in specification. However, the actual frequencies should be adjusted to suit the nature of materials placed and the rate of fill placement.
- These tests shall also be carried out in the areas
- Where the degree of compaction is doubtful and areas where roller turns during rolling operations.

# C MEASUREMENTS AND PAYMENTS

- 1. Contractor shall carryout survey at no extra cost during the progress of the work for progressive payments, as directed by the Engineer In-Charge from time to time. These levels shall be checked by the Engineer In-Charge and thereafter properly recorded.
- 2. Quantities of the executed works only as calculated from the approved drawings shall be considered for payment, after multiplying with a reduction factor for voids as specified in Bill of Quantities for various items.
- 3. Measurements for all the materials in the various zones going into formation of the mound will be worked out as per the cross section in the drawing against relevant items.
- 4. The work shall be measured on the basis of cross section shown in the drawing. The existing base level shall be taken at every 5.0m interval on both directions.
- 5. The work shall be measured on the basis of the cross sections. Initial levels for this purpose will be the ones taken after stripping/ grass cutting. The levels will be taken at an interval of 5m or at closer distances as found necessary or as determined by the Engineer-In-Charge. The gross quantity of materials will be based on these separate zones of pond ash fill. Earth cover, brick masonry drains and parapets etc. for facility of arriving at the correct quantity of these materials which went into the construction of mound.
- 6. The gross quantity of earth fill and ash will be worked out based on these cross sections. The earth fill quantity for payment will be estimated from the following formula.

$$V = \begin{bmatrix} \{(A_1 + A_n)/2\} + A_2 + A_3 - \cdots - A_{(n-1)} \end{bmatrix} x \text{ h Where}$$

$$A_1 = \text{Cross sectional area at Section-1}$$

$$A_2 = \text{Cross sectional area at Section-2}$$

$$A_n = \text{Cross sectional area at Section-n}$$

h = Distance between two sections

V = Volume of earth fill between Sec-1 & n.

- 7. Running measurements for the works involving earth and pond ash materials will be paid as per payment terms stipulated in relevant clause of SCC. All payments are subject to statutory deduction like IT, SD etc.
  - 7.1. Final measurements will be recorded on cross sectional basis. Foundation plan with relevant cross section of the existing ash deposit in the ash pond-2 showing dimensions and levels shall be prepared and got signed by the Contractor in token of the acceptance before commencement of stripping and again after completion of stripping of base. The final measurement will be based on the accepted foundation plan and relevant cross section and completed section of the Ash Mound at the time of taking final measurement
  - 7.2. Cross section, referred to in the above Para will 'be taken, after the top most earth layer is duly compacted at optimum moisture content in accordance with relevant paragraphs of the specifications. Material placed in excess of the lines and grades shown on the relevant drawings will be ignored and not paid for. Similarly while making running payment; suitable deduction will also be made for loose, undressed, un-compacted materials on the slopes.
  - 7.3. To achieve proper compaction up to the edges of the designed section of earth cover, the section is required to be widened as stipulated. After compaction, it will be dressed by trimming the slopes to proper sections so that the surface on the slopes is also as firm and compact. Necessary extra quantities required to be handled for this purpose shall not be paid and are to be included in the rate of earthwork for the cover.



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7.4. Apart from the items described in the schedule of quantities, rate payable for this item will also cover construction, maintenance and removal of all additional haul roads and ramps, lighting of work areas, dumping and compaction and removal of all roots, vegetation and unsuitable and objectionable materials either at the burrow area and in the mounting, unless there is anything specified to the contrary.

- 7.5. The rate for filling of earth and ash shall include laying in layers of uniform specified thickness, removal of roots and vegetation, breaking clods, moisture control, and compaction to required densities and dressing including all leads and lifts
- 7.6. For brick lining in slopes the measurements will be linear method for computing the volume.
- 7.7. Payment for turfing shall be made after the full growths have been achieved.
- 7.8. Any settlement of ash mounding, brick masonry drain and brick parapets etc during the tendency of contract and within defect liability period will be to the account of the Contractor. They will hand over the work as per the design section at the time of final measurement. No extra payment shall be made for making good of such settlement whatsoever.

#### **TECHNICAL ABBREVIATIONS**

Technical abbreviations used in the Bill of Quantities or elsewhere in the tender documents shall have the following meanings:

IS	means	"Indian Standard"		
ton	means	"1,000 kilograms"		
mm	means	"Millimetre"		
m or M	means	"Metre"		
cum	means	"Cubic Metre"		
sqm	means	"Square Metre"		
kg.	means	"Kilogram"		
No.	means	"Number" or "Each"		
Do	means	"Ditto"		
R.C.C.	means	"Reinforced Cement Concrete"		
P.C.C.	means	"Plain Cement Concrete"		
M.S.	means	"Mild Steel"		
C.I.	means	"Cast Iron"		
A.C.	means	"Asbestos Cement"		
G.L.	means	"Ground Level"		
F.F.L.	means	"Finished Floor Level"		
km	means	"Kilometre"		
Plinth Level	means	"Floor Level or ±0.00 Lv1.		
m	means	"Running Metre"		
LS	means	"Lumpsum"		
RL	means	Reduced Level		
BOQ	means	Bill of Quantities		
EIC	means	Engineer-In-Charge		



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**ANNEXURE-B4** 

# **QUANTITY & RATE SCHEDULE**

SUB: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

# Online Tender Reference copy of Item Rate / BoQ to be filled up by the bidder

(Enclosed separately with this Tender)



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# **ANNEXURE-B5**

# Minimum Wages of Contract Labours W.E.F. 01/April/25

SL	CATEGORY	MINIMUM RATES OF WAC	GES PAYABLE I	NCLUSIVE OF	WAGES FOR
NO		WEEKLY OFF, VDA & CAN	TEEN SUBSIDY	•	
		MINIMUM WAGE RATES	ADDITIONAL	CANTEEN	
		(INCLUSIVE OF WAGES	ELEMENT	SUBSIDY	TOTAL IN
		FOR WEEKLY OFF &	IN Rs.	${ m IN~Rs}$	$\mathbf{R}\mathbf{s}$
		VDA) IN Rs			
1	UNSKILLED	541.00	55.08	30.04	626.12
	WORKER	541.00	55.06	30.04	020.12
2	SEMI SKILLED	674.00	55.08	30.04	759.12
	WORKER	074.00	55.06	50.04	109.12
3	SKILLED WORKER	805.00	55.08	30.04	890.12
	HIGHEN GIVE FD				
4	HIGHLY SKILLED	938.00	55.08	30.04	1023.12
	WORKER				



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

# WRITE LIST OF PPEs HERE

# Declaration by the Bidder (Contractor)

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

(Signature of bidder)



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# PART -C

Formats for contract execution

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# **ANNEXURE-C 1**

# FORWARDING LETTER AND UNDERTAKING

	er Inviting Authority onal Aluminium Company Ltd.
Sub:	Letter of Undertaking.
1.	Having carefully examined all the Tender Documents under reference no
2.	We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> website. We confirm that the bid document has not been edited or modified by us. In case, it is observed by NALCO that the bid document has been edited or modified, we agree for the rejection of the bid by NALCO.
3.	We undertake, if our tender is accepted, to commence the work from the effective date of contract and to carry out work as stipulated in the contract
4.	We have submitted the Earnest Money Deposit (EMD) amount through DD/BC/PO/BG as instructed by you.
5.	We agree to abide by this Tender initially for a period as mentioned at point -7 of F-02 form as validity of offer from the date of opening of Tender and it shall remain binding on us and may be accepted at any time before the expiry of that period
6.	Further we agree to the Pre-Contract Integrity Pact which is part of this tender and has signed the Pre Contract Integrity Pact as at Annexure-C21 duly filled up for further necessary action at your end.
7.	Should this Tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to NALCO such sums of money as stipulated in conditions contained in Tender Documents. We understand that NALCO is not bound to accept the lowest or any Tenders received and NALCO reserves the right to reject any or all tender without any liability.
8.	This Tender together with written "Acceptance" thereof, shall constitute a binding CONTRACT between NALCO and us, till a formal contract is executed.
	Dateday of Signature
	(NAME IN BLOCK LETTERS)
	(To be signed by authorized person.)
	Fax:, Mob:
	Email:
	(Seal of the Company)

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# **ANNEXURE-C2**

# MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/do	ocumentary evidence for fields marked with *.
Authorized Signatory *	
Legal Name of Firm as per PAN *	
Trade Name of Firm as per GST *	
Postal address of the firm:	
House No. / Plot No :	
Street Name :	
City: District:	
State: Pin Code:	Country:
* CPP Portal Login ID:	••••••
Phone No.:	Mobile No.:
Valid Email ID.:	
Gender: Male / Female / Other .	
Category: General / SC / ST .	
Type * Micro / Small/ Medium / Ancilary	Micro/Small/MediumAncilaryYes/No
EPF No.:	ESI No.:
PAN No.:	
GSTN No:	
Bank Name *	Br.Place
Bank A/c No (enclose cancelled cheque)*	IFS Code

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



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# **ANNEXURE-C3**

# EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS In case of no deviation please write 'No Deviation' in the space below:

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

Signature & Seal of bidder.

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-C4** 

# -: <u>DECLARATION BY THE BIDDER</u> :-

representing the bidder, do declare on behalf of the

firm as hereunder:

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

OR

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

NOTE: Strike out whichever is not applicable.

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

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

Date:	Sign	ature	Auth	norized	Person	With	seal



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-C5** 

# Undertaking on Downloaded tender documents

We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in Central Public Procurement Portal website, <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original NIT unless otherwise specifically mentioned as deviation in the deviation sheet.

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

Date:	Signature Authorized Person With sea

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**ANNEXURE-C6** 

PQC-Technical

# **Detailed Work Order and Execution Statistics**

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

Signature of the Bidder

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-C7** 

# (This is an Optional / Indivative Format)

 $\begin{array}{c} \mathbf{PQC-Financial} \\ \mathbf{Details~of~Turnover~/~Net~worth} \end{array}$ 

# NAME OF TENDERER

# (A) - TURNOVER (Profit & Loss Account)

Sl No	Financial Year	Turnover in Rs Lakh	Document placed at Page No & File No
1	Last year		
2	1st Previous Year to Last Year		
3	2nd Previous Year to Last Year		

# (B) - NETWORTH (Balance sheet)

Sl No	Financial Year	Mention whether Networth is Positive/Negative	Document placed at Page No & File No
1	Last year	Positive/Negative	

Signature & Seal of bidder.

Countersigned by Chartered Accountant / Statutory Auditor.



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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**ANNEXURE-C8** 

# <u>DETAILS OF PRESENT / CONCURRENT COMMITMENTS OF THE TENDERER (NOT APPLICABLE)</u>

	Full postal Address of client & Name of Officer-in- Charge with	as follows for on be						do hereby	solemnly
Sl.	Full postal Address of client & Name of Officer-in- Charge with		Value of						
	Address of client & Name of Officer-in- Charge with	Description of work		Date of			·		
	telex / Telephone No.		••••	commence ment of work	Schedul ed Complet ion period	Compl etion in % as on date	Expecte d date of complet ion	Amount of Balance work during the period of Next 12 Months from the date of declaration	Remarks
1	2	3	4	5	6	7	8	9	10
1.									
2.									
3.									
4.									
5.									
6.									
10.									
to be	misleading a	the above particula t a later date NAL( l as per laid down p	CO will hav	e the auth	nority to				
				Signature	of the bi	dder			-

Company Seal



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# **ANNEXURE-C9**

# TAX INVOICE

[See Rule 46 of the Central Goods and Services Tax Rules, 2017]

**Details of Supplier** ORIGINAL FOR RECIPIENT

Name DUPLICATE FOR SUPPLIER OF SERVICE

Address Date

Inv Serial No.

GSTIN/Unique ID Service PO Ref.:

**Details of Recipient** 

(Billed to)

Details of Consignee (Shipped to)

Name Name

Address Address of delivery

State State

State Code State Code

GSTIN/Unique ID GSTIN/Unique ID

Place of supply: Name of State:

Sr.	Descriptio n of Goods	HSN Code /			Rate	1	Discou	Taxa ble	CGST		SGST /UTGST		IGST		CESS	
No.	/ Services	SAC	Qty.	Unit	(per item)		Total	nt	Value	Rate	Amt	Rate	Amt	Rate	Amt	Rate
	Freight		l .													
	Insurance															
	Packing and	l Forwarding	Charge	s												
		e Value (In f														
		e Value (In V										1			1	
	Amount of Tax subject to Reverse Charges															

# E.&.O.E

Electronic Reference Number

Name of the Signatory Designation / Status

Signature

# Note:

- 1. Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Anx-2 (GST new return) of NALCO.
  2. In case of Supply of service, the tax invoice shall be as follows: "ORIGINAL FOR RECIPIENT", "DUPLICATE FOR
- 3. The tax invoice can be signed with digital signature also.
- 4. In case of unregistered recipient where the value of the taxable supply is less than INR 50,000/-, name and address of the recipient and the address of delivery, along with the name of the State and its code shall be recorded in the invoice if he requests for the same.
- 5. Where an invoice is required to be issued under section 31(3)(f) of the CGST Act, a registered person may issue a consolidated invoice at the end of a month for supplies covered under section 9(4), the aggregate value of such supplies exceeds rupees five thousand in a day from any or all the suppliers.



To

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# **ANNEXURE-C10**

# Bank MANDATE FORM for e-payment (To be submitted in Duplicate)

National Alumini Nalco Nagar – 759	•	•	sa.					
Dear Sir, Sub. :- Authorizat e-mode facilities o					CO		through	
Refer Order No								
(Please fill in the information in CAPITAL LETTER PLEASE tick wherever it is applicable)								
1. Name of the party :								
	:	City: E-mail ID :		Pir	Code	• • • • • • • • • • • • • • • • • • • •		
		Permanent	Account	Number.	:			
3. Particulars	of Bank	:		T		T		
Bank Name				Branch				
Branch Place Pin Code				Branch				
Pin Code Branch Code								
No.								
Account type	Savings:		Current	;:	1	Cash Cre	dit:	
Account No.(as ap								
(9 digits code nu		_			_		•	
attach Xerox copy code and Account		le of your ba	nk for en	isuring a	ccuracy o	f the bank	name, bra	nch name &
IFSC Code.								
	which the r	nandate sho	uld be eff	ective:				
						al .a	.4. If	<b></b>
delayed or not ef								transaction is
Aluminium Comp			_					
my account to fac		_				-	_	_
NEFT.	•		•	•			<u> </u>	
Place:								
Date:			_		•	norized Sign	· ·	
Certified that par		nished abov					••••	
Bank's Stamp:								
Date:		1					\	
		(Signat	ture of th	e Author	ized Offic	ial from the	e Banks)	
ATD 4 4 DECC (33	TO TOWN 1	• • •						

- N.B.: 1) RTGS / NEFT charges if any, is to borne by the party.
  - 2) One cancelled cheque of the concerned bank with signature & stamp of the bidder is to be attached with the bank mandate form.

and the contractor hereby agree with the owner that:-

TENDER No.: CPP/T&C/846/MC-5531/NIT/2025/471 Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# **ANNEXURE-C11**

# INDEMINTY BOND AGAINST FREE ISSUE MATERIAL TO SELLER/CONTRACTORS

WHERAS National Aluminium Company Limited (here in after referred to as "THE OWNER")
which expression shall unless repugnant to the context includes their legal representatives, successors
and assigns having their registered office at "NALCO BHAWAN, P/1,NAYAPALLI, BHUBANESWAR-13,
Orissa" has entered into a Contract with M/s placed a Telex of
intent (here in after referred to as the "Contractor their legal representatives,
successors and assigns")
On the terms and conditions as set out interalia, in the owner's Contract No
herein after collectively referred to as the "Said Contract" which expression shall include all amendments
modification and/or verification thereto.
AND WHERAS:
i) The owner subject to availability has agreed to supply to the contractor raw materials for the purpose of execution of the said contract by the "Contractor" (the raw materials to be supplied by the owner to the contractor herein after for the sake of brevity referred to as the "said materials") and pending execution by the "Contractor" of the said contract incorporating the said materials. The said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the contract.
ii) As a pre-condition to the supply of the said materials by the owner to the "contractor", the owner has required the contractor to furnish to the owner an Indemnity Bond in the manner and upon terms and conditions herein after indicated.
NOW, THEREOF, in consideration of the promises aforesaid the contractor hereby irrevocably and
unconditionally undertakes to indemnity and kept indemnified the owner from and against all loss,
damage and destruction (inclusive but not limited to any or all lose of damage or destruction to or of the
said materials or any item or part thereof by theft, pilferage, fire flood, storm, tempest, lightening,
explosion, storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty,
workmanship, faulty fabrication or faulty method or technique of fabrication, strike, riot, civil commotion
or other act or omission or commission whatsoever within or beyond the control of the contractor, misuse
an misappropriation (inclusive but not limited to misuse or misappropriation by the contractor and the
contractor's servants and/or agents).
Whatsoever to or of in the said, materials or any part of item thereof from the date that the same or
relative part of the item thereof or complete fabricated work(s) incorporating the said materials and
undertake to pay to the owner forthwith on demand in writing with protest or demure the value AS
SPECIFIED BY THE OWNER of the said materials or item or part thereof ,lost damage, destroyed,
misused and /or misappropriated, as the case may be, TOGETHER WITH the owner's cost and expense
(inclusive of but not limited to handling, transportation, cartage, freight, packing and inspection
cost/expenses) upto and aggregate limited or ` (Rupees

 $\_$ only ) or ay penal recovery in respect of the same in the terms of the contract

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

SIGNED BY COMPETENT AUTHORITY

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i)	The indemnity/undertaking shall be continuing Indemnity/undertaking shall remain valid and
	irrevocable for all claims, of the owner arising hereunder up to and until the midnight of
	HOWEVER, if the contract for which this indemnity/undertaking is given is not
	completed by this date, the *contractor hereby agree to extend the Indemnity/undertaking till time as
	required to fulfill the contract.

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

•			
This Indemnity Bond is supplemental and not in super session of the contractual conditio	ns.		
The undersigned as full power to execute this Indemnity Bond on behalf of the contractor	undei	the c	power
delegated by the Board of directors of	vide	its	Board
resolution dated copy of which placed at Annexure-"A'			

Place:- CPP, NALCO, ANGUL

DATE:-

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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## **ANNEXURE-C12**

## PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

В. С	G. No Date:
1.	WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No
2.	WE
3.	We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4.	The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5.	WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6.	That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7.	Notwithstanding anything contained herein before, our liability shall not exceed Rs



SBIN0008279

#### TENDER No.: CPP/T&C/846/MC-5531/NIT/2025/471

 $IFSC\ Code$ 

Address of Bank:

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ι	under tl	nis Guara	ntee is made on	us within three mon	ths from the date of expiry,	we shall be
(	discharg	ed from al	l the liabilities un	der this guarantee.		
8.	We	Ba	nk, lastly underta	ke not to revoke this	guarantee during its currency	except with
t	the prev	rious cons	ent of the Compa	ny in writing. We fu	urther undertake to keep thi	s Guarantee
1	renewed	from time	to time on the re	uest of Tenderer(s).		
9.	We		Bank further	agree that this Gua	arantee shall be invocable at	our place of
ł	ousiness	at		_(Bank Name),		(Branch
1	Name ar	nd address	of the branch), Bl	ubaneswar , Odisha-7	751	
Date					Bank	
Corp	orate Se	al of the E	Sank	By its	constitutional Attorney	
				Signat	ture of duly Authorised person	L
				On behalf of the	Bank With seal & signature co	ode
Deta	ils of Per	rsons Issu	ing the BG:			
Nam	e					
Addr	ress for (	Correspond	lence:	Telep	ohone & Fax No.	
E-ma	ail:					
Note	: 1	: BGs to	be furnished from	any of the approved ba	anks of NALCO.	
Note	2:	BG confi	rmation must be s	ent to our Banker thro	ough SFMS with the followings	details:
Bene	ficiary	: N	ATIONAL ALUM	NIUM CO LTD CPP		
Bank	cer	: S1	ate Bank of India			
Bran	ch	: K	andsar(Nalco Nag	ar)		
A/C 1	No	: 00	0000010657908589	)		

 $\mbox{AT/P.O}-\mbox{Kandsar,P.S}$ - Nalco $\mbox{Nagar,Dist}-\mbox{Angul ,ODISHA,,Pin}$ - 759145

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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## ANNEXURE-C13

## CONTRACT CUM PERFORMANCE BANK GUARANTEE BY SELLER/ CONTRACTOR.

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

В.	G. No	Date
1.	Unit/Office at	ORK IS EXECUTED) ugnant to the subject or red into a contract with
	AND WHEREAS one of the conditions of the "said contract" is that "contractor furnish to the Company a Bank Guarantee from a bank for% (percer the "said contract" against due and faithful performance of the "said contract" obligations and the performance guarantee obligations of the contractor(s)/selle supplies made under the "said contract."	nt) of the total value of including defect liability
2.	WE	and undertake to pay the on a demand from the g, the amount claimed is ag any of the terms & filling the performance ered by the Company by

contract. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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- 5. We ..............Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

- 8. We......Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).

9.	WeBank	t further agree	that this	Guarantee	shall	be inv	ocable	at
	Angul / Bhubaneswar,	(Bank)	. Branch o	office at				<b>.</b>
	IFS Code with Address		*					- 1
	having Branch Mail Id			,				

Date......
Corporate Seal of the Bank

......Bank
By its constitutional Attorney
Signature of duly Authorised person
On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: ----- Telephone & Fax No.

E-mail:

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

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

Beneficiary : NATIONAL ALUMINIUM CO LTD.

Banker : State Bank of India
Branch : Kandsar(Nalco Nagar)

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

IFSC Code : SBIN0008279

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

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

B. G. No.\_\_

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

Date:\_

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#### **ANNEXURE-C14**

## BANK GUARANTEE FOR PERFORMANCE SECURITY

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

1.	In consideration of National Aluminium Company Limited (A Government of India Enterprise),
	having its UNIT/Office at (UNIT/OFFICE ADDRESS WHERE THE WORK IS
	EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the
	subject or context includes its legal representatives, successors and assigns) having agreed to exempt
	M/s(Hereinafter called "the said Contractor(s)/ Seller(s)"), which expression
	shall unless repugnant to the subject or context includes their legal representatives, successors and
	assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No
	dt
	due fulfillment by the said contractor(s)/seller(s) of the terms and conditions contained in the said
	Contract(s)/Order(s), on production of Bank Guarantee for `
	only).
2.	WE
	and Branch Mail IDdo hereby agree and undertake to pay the
	amount due and payable under this guarantee without any demur, merely on a demand from the
	Company stating that in the opinion of the company which is final and binding, the amount claimed is
	due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of
	any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said
	contract(s)/orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said
	Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this
	guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as
	regards the amount due and payable by the Bank under this guarantee. However, our liability under
	this guarantee shall be restricted to an amount not exceeding `
	(Rupeesonly).
3.	We undertake to pay to the Company any money so demanded notwithstanding any dispute or
	disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court
	on this was a relating the water our liability under this present ground to being absolute and unacquive cal-

- 3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
- 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5. We .......Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.



A/C No

Mail id

IFSC Code

: SBIN0008279

: sbi.08279@sbi.co.in

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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without terms a Contrac powers any of t from ou (s)/ Sell-	WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which				
		uld, but for this provision, have affect of so relieving us.			
Rsa demar	(Rupeesnd or claim under this Guara	nined herein before, our liability shall not exceedonly) and shall remain in force till			
8. We the pre	Bank, lastly under evious consent of the Compa	take not to revoke this guarantee during its currency except with any in writing. We further undertake to keep this Guarantee uest of Contractor(s)/ Sellers(s).			
9. We Angul / IFS Coo		Bank further agree that this Guarantee shall be invocable at			
Date		Bank			
Corporate S	Seal of the Bank	By its constitutional Attorney			
		Signature of duly Authorised person			
D : 11 6F		On behalf of the Bank With seal & signature code			
	Persons Issuing the BG:				
Name					
Address for	· Correspondence:	Telephone & Fax No.			
E-mail:					
Note: 1	: BGs to be furnished from	any of the approved banks of NALCO.			
Note:2	: BG confirmation must be	sent to our Banker through SFMS with the followings details:			
Beneficiary	: NATIONAL ALUMINIU	M CO LTD.			
Banker	: State Bank of India				
Branch	: Kandsar(Nalco Nagar)				

: 00000010657908589(CPP)/ 00000010657908114(Smelter)

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

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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#### **ANNEXURE-C15**

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

GUAF	RANTEE NO	DATE :
1.	Company") which expression shall unless repug representatives, successors and assigns having the P/1, NAYAPALLI, BHUBANESWAR-751 061, Oct.	mant to the context includes their legal ir registered office at NALCO BHAWAN disha, and their Branch Unit/office a entered into a Contract with M/s
	unless repugnant to the context include their legal rether work of as set out, inter-alias, in the Company's Contra and various documents forming part the "said contract" which expression shall incluvariations thereto.	representatives, successors and assigns for on the terms and conditionated No dated nereof hereinafter collectively referred to as
	AND WHEREAS one of the conditions of the said consupply to the contractor raw-materials (hereinafter purpose of execution by the contractor of the said contractor of the said contract incorporating the said the custody and charge of the contractor and shall be fabricated at the sole risk and expense of the Contractor	referred to as the "said materials") for the d contract and pending execution by the materials, the said materials shall be under be kept, stored, altered, worked upon and/or
2.	AND WHEREAS the Company has asked the conmaterials to be supplied to the contractor under the co	
3.	AND WHEREAS at the request of the contractor to guarantee from with Register (hereinafter referred to as "the surety").	he Company has agreed to accept a bankered Office at
4.		Guarantee of the Surety amounting to only) in respect of the said on (inclusive of but not limited to any and all orials or any item or part thereof by theft sical action or reaction, bending, wrapping its or technique of fabrication, or other act or control of the contractor, misuse of the servant and/or agents whatsoever to or of the company of the said materials of the Company of the said materials, the mur and without recourse to the contractor of the sum of ` (Rupeed by the Company. The decision of the said materials of the company.
	the Company as to any loss, damage, destruction, mi and conditions of this guarantee shall be final and bind	

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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5.	materials have been returned to	nd will remain in force and effect upto and until the said the Company as per terms of the said contract and Company to the surety on the aggregate amount payable to the Company, whichever is earlier.
6.	restricted to ` (Rupees in force upto in tunder this guarantee is not complete	ove, the liability of the surety under the guarantee is only) and this guarantee will remain he first instance. However, if the contractor's obligations d or fully performed within this period, the surety hereby till such time as is required to fulfill such obligations.
7.		cantee in your favour under memorandum and Articles of as full power to do so under the power of Attorney dated ak.
8.		ree months from the date of expiry, i.e.,, antee shall be forfeited and we shall be relieved, and der.
9.	and branch Mail ID	its branch office at
10.	. We	Bank further agree that this Guarantee shall be invocable at
	Angul / Bhubaneswar,	(Bank), Branch office
		IFS Code with
		, PIN 75, having Branch Mail
	Id	
Date.		Bank
IFSC	Code:	By its constitutional Attorney
Corpo	orate Seal of the Bank	
		Signature of duly Authorised person
		On behalf of the Bank With seal & signature code
Detail	s of Persons Issuing the BG:	On behalf of the Bank With Sear & Signature code
	······	
	ess for Correspondence:	Telephone & Fax No.
E-mai	•	
Note:		of the approved banks of NALCO.
Note:	2 : BG confirmation must be sent	to our Banker through SFMS with the followings details:
Benefi	· ·	LTD.
Banke		
Branc	<u> </u>	20040 ( 200044 4 ( 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
A/C N	·	000010657908114(Smelter) IFSC Code : SBIN0008279
Addres Mail id		alco Nagar, Dist - Angul , ODISHA, Pin - 759145
man 1	u . 901.00412@801.00.111	

B. G. No.\_\_

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

Date:\_

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#### **ANNEXURE-C16**

## BANK GUARANTEE FOR ADVANCE PAYMENT

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

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise),

	having its Unit/Office at (UNIT/OFFICE ADDRESS WHERE THE WORK IS
	EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the
	subject or context includes its legal representatives, successors and assigns) having agreed to make an
	advance payment of Rs(Rupeesonly) to M/s(hereinafter
	called "the said Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or
	context includes their legal representatives, successors and assigns) from the demand, terms and
	conditions of Contract/Order No dated for (work/assignment description)
	on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2.	Wedo hereby agree and undertake to
	pay the amount due and payable under this guarantee without any demur, merely on a demand from
	the Company stating that in the opinion of the Company which is final and binding, the amount
	claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company
	by reason of non-payment/adjustment of any part of the said advance or any dues to the company or
	any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said
	contract(s)/orders(s) or by reasons of the Contractor(s)/Seller(s) failure to perform the said
	Contract(s)/Order(s). Any such demand made on the Bank by the Company shall be conclusive as
	regards the amount due and payable by the Bank under this guarantee. However, our liability under
	this guarantee shall be restricted to an amount not exceeding Rs
	(Rupeesonly).
3.	We undertake to pay to the Company any money so demanded not withstanding any claim dispute or
	$disputes\ raised\ by\ the\ contractor(s)/Seller(s)\ in\ any\ suit\ or\ proceeding\ pending\ before\ any\ office,\ court$
	or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability for payment
	there under. Our liability to pay is not dependable or conditional on the Company proceeding against
	the Contractor(s)/Seller(s).
4.	The guarantee herein contained shall not be determined or affected or suspended by the liquidation or

winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all

respect and for all purposes be binding and operative until payment of all money due or liabilities

effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly

5. We ......Bank further agree that the guarantee herein contained shall remain in full force and

under the said contract(s)/order(s) are fulfilled.

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

accordingly discharges this guarantee. 6. That the Company/Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the Company under the Contract(s)/Order(s). 7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees......Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee. We......Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Contractor(s)/Seller(s). 9. We ......Bank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, ...... (Bank), Branch office at....., IFS Code....., PIN 75....., having Branch Mail Id..... Date..... .....Bank

Signature of duly Authorised person
On behalf of the Bank With seal & signature code

By its constitutional Attorney

Details of Persons Issuing the BG:

Name-----

Corporate Seal of the Bank

Address for Correspondence: ----- Telephone & Fax No.

E-mail:

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

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

Beneficiary : NATIONAL ALUMINIUM CO LTD CPP

Banker : State Bank of India
Branch : Kandsar(Nalco Nagar)
A/C No : 00000010657908589

IFSC Code : SBIN0008279

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

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#### **ANNEXURE-C17**

## LIST OF STANDARDISED BANKS

I. List	I. List of PSU Banks					
Sl.	Name of the Bank	Sl.	Name of the Bank			
No.		No.				
1.	Allahabad Bank	11.	Indian Bank			
2.	Andhra bank	12.	Oriental Bank of Commerce			
3.	Bank of Boroda	13.	Punjab and Sind Bank			
4.	Bank of India	14.	Punjab National Bank			
5.	Bank of Maharashtra	15.	State Bank of India			
6	Canara bank	16	Syndicate Bank			
7.	Central bank of India	17.	UCO Bank			
8.	Corporation Bank	18.	Union Bank of India			
9.	Dena Bank	19.	Vijaya Bank			
10.	IDBI Bank	,				

II. List	II. List of Private Banks					
Sl.	Name of the Bank		Name of the Bank			
No.		No.				
1	HDFC Bank	9	The South Indian Bank Ltd.			
2	ICICI Bank	10	The Karur Vysya Bank Ltd.			
3	Axis Bank	11	The Karnataka Bank Ltd.			
4	Kotak Mahindra Bank Ltd.	12	IDFC Bank			
5	YES Bank	13	RBL Bank			
6	IndusInd Bank	14	The Lakshmi Vilas Bank Ltd.			
7	The Federal Bank Ltd.	15	Tamilnadu Mercantile Bank Ltd.			
8	The Jammu & Kasmir Bank Ltd.	16	City Union Bank Ltd.			

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



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## ANNEXURE-C18

## SAC CODES for Services & HSN code for supply

Sl. No	vendor code	Service PO No. &Supply	Supply/Service Description	Service Accounting Code (SAC) (6 DIGIT) & HSN code (6 digit)
				995432

CPP/T&C/846/MC-5531/NIT/2025/471

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#### **ANNEXURE-C19**

## NATIONAL ALUMINIUM COMPANY LIMITED CAPTIVE POWER PLANT DIVISION

## INSTRUCTION FOR BIDDERS: FILLING UP OF FOLLWING ANNEXURES ARE MUST, WITHOUT WHICH THE OFFER IS LIABLE FOR REJECTION.

The tenderer shall carefully study the list of directors of NALCO from the website written below <a href="https://nalcoindia.com/company/nalco-leadership/board-of-directors/">https://nalcoindia.com/company/nalco-leadership/board-of-directors/</a>

and state "Yes" or "No" to questions given below:

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

**Note:** If Yes to any of the above questions, please give the name of NALCO's Director and relationship of the tender / partner / member / Director as the case may be.

Sl. No.	Name	Relationship

SIGNATURE OF THE TENDERER



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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#### ANNEXURE-C20

**Important**: Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract.

(Strike out which is not applicable)

- 1. I/We hereby declare that none of my/our relative is an employee of NALCO.
- 2. I/We hereby declare the following are the employee/s of NALCO is/are my/our relative/s.

Sl.No.	Name of the employee/ P.No. / Designation/Place of Posting.	Relationship with the employee.
1		
2		
3		

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

SIGNATURE OF THE TENDERER

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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#### ANNEXURE-C21

## PRE CONTRACT INTEGRITY PACT

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This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of
the month of 2025, between, on one hand, the National Aluminium Company Limited (NALCO), a
company registered under the Companies Act 1956 and a Government of India Enterprise, having its
Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013,Odisha, India (referred to as
NALCO) acting through Shri SHUBHAM KUMAR (GET) (Mech.) (hereinafter called the "BUYER", which
expression shall mean and include, unless the context otherwise requires, his successors in office and
assigns) of the First Part and M/s represented by Shri
, Chief Executive Officer (hereinafter called the "BIDDER / Seller"
which expression shall mean and include, unless the context otherwise requires, his successors and
permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha 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



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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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- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.
  - The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### 4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



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#### 5.. Sanctions for Violations:

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required:
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of



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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).
- 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.
- As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

#### 7. Facilitation of Investigation:

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

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

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



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#### 9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 10. Validity:

- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
- 12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

BUYER BIDDER

Name of the Officer: Shri SHUBHAM KUMAR

For & on behalf of

Designation: GET (Mech.)

Company: CPP, NALCO, ANGUL

Official Seal

	Witness		Witness
1		1	
2.		2	

\*\*\*\*\*\*

Disputed incomplete works.

If yes, give details:

If yes, give details:

If yes, give details:

If yes, give details:

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#### **ANNEXURE-C22**

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

		1, aged about years, S/O:, At	, PO-
	,	Dist, Pin, State:, Designation:	of M/s.
		have not been convicted by a court of Law for an offenc	e involving
moi	ral tui	pitude in relation to business dealings during the past seven years for accepta	ance of the
offe	r. I do	hereby solemnly affirm and state as follows:	
	INF	DRMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDE	D OR
	T	ABANDONMENT OF WORK BY THE BIDDER	
1.	(a)	Is the bidder currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes,: give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/ expelled by	Yes/No
		any agency in India during the last 5 years.	
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any	Yes/No
		contract work in India during the last 5 years.	
	(b)	If yes, give details:	
4.	(a)	Arbitration cases pending.	Yes/No
	(h)	If you give details:	<del></del>

#### Note:

8.

(<u>a</u>)

(b)

(a)

(b)

(b)

(a)

(b)

6.

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

Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s)

Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s)

Punishments awarded under civil cases or criminal cases involving moral

involving moral turpitude in relation to business dealings.

involving moral turpitude in relation to business dealings.

turpitude in relation to business dealings

Signature of the bidder
Date:

Yes/No

Yes/No

Yes/No

Yes/No

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#### **ANNEXURE-C23**

#### AGREEMENT

CONTRACT AGREEMENT FOR THE	E WORK	OF		(-
	of the mo	nth ofo	f the year two th	ousand)
between M/s	in	the town	of	AT/PO-
,DIST	STATE	PIN	here in after	r called ,the
"Contractor" (which terms shall unless	excluded	by or repugnant	to the subjec	t or context
include its successors and permitted assigne	es) of the	one part and the	NATIONAL A	LUMINIUM
COMPANY LIMITED hereinafter called the	"OWNER"	(Which term sl	hall, unless exc	luded by or
repugnant to the subject or context include its	successors	and permitted ass	ignees) of the oth	er part.

#### Whereas:

- (A) The owner being desirous of having provided and executed certain works—mentioned enumerated or referred to in the tender documents including Notice—Inviting Tender/Letter Inviting Tender, General Conditions, Drawings, Plans, Time schedule—of—Completion of jobs, and other documents has called for Tender.
- (B) The Contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, subsoil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the executions and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- (C The Notice Inviting Tender/ Letter Inviting Tender, General conditions of Contract, Special Conditions of Contract, General Obligations, Specifications, Drawings, Plans, Time Schedule of Completion of jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures, copies for which are hereto annexed form part of this contract though separately set out herein and are included in the expression ``CONTRACT" wherever herein used.

01) SERVICE PURCHASE ORDER NO:	
--------------------------------	--

#### **AND WHEREAS:**

The owner accepted the Tender of the Contractor for the provision and the execution of the said work at the rates stated in the schedule of quantities of works and finally approved by owner (Hereinafter called the 'Schedule of Rates') upon the terms and subject to the conditions of contract. Now this agreement witnesses and it is hereby agreed and declared as follows:-

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

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02. In consideration of the due provision execution and completion of the said work, the owner does hereby agree with the contractor that the owner will pay to the contractor the respective amounts for the work actually done by him and approved by the owner at the scheduled rates and such other sum payable to the contractor under provision of the such contract, payment to be made at such time and in such manner as provided for in the contract.

#### AND

03. In consideration of the due provisions execution and completion of the said work the contractor does hereby agree to pay such sums as may be due to the owner for the services rendered by the owner to the contractor such as power supply, water supply and others as set for in the said contract and such other sums as may become payable to the owner towards the controlled items of consumables materials or towards loss, damage to the owner's equipment, materials, construction plant and payments to be made at such time and in such manner as is provided in the machinery, such contract. It is specially and distinctly understood and agreed between the owner and the contractor that the contractor shall have no right, title or interest in the site made available by the owner for execution of the works or in the building, structure or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (Unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the owner shall have an absolute and unfettered right to take full possession of the site and to remove the contractor, his servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a licencee simplicitor and shall not have any claim, right, title or interest in the site or the structure erected thereon and the owner shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose earth rock etc. dug up or excavated from the said site shall unless otherwise expressly agreed under this contract, exclusively belong to the owner and the contractor shall have no right to claim over the same and such excavations and materials should be disposed off on account of the owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

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

on behal	f of Owner
MICAL A T	ATTRADUTING CO. LOD.)

Signed & delivered for &

Signed & delivered for & on behalf of Contractor.

(NATIONAL ALUMINIUM CO.LTD.)
PLACE: NALCO CPP DIVISION ANGUL.

(<u>M/S.....</u>) PLACE:.

## IN THE PRESENCE OF TWO WITNESSES.

NALCO'S WITNESS.	CONTRACTOR'S WITNESS.
01)	_01)
02)	_02)

PLACE: NALCO, CPP

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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#### **ANNEXURE-C24**

## **COMMERCIAL QUESTIONNAIRE**

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their offer.

SL. NO.	NALCO'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your offer is valid for <b>04 (Four) Months</b> from the original date of Tender Opening / last Extended tender opening date, if extension done (As per CPP Portal).	
2.0	Confirm that Earnest Money Deposit (EMD) as per tender stipulations have been furnished along with bid.	
3.0	Confirm that the following documents are submitted with Part-I:	
a)	All documents as per CHECK LIST.	
b)	Master Index as enclosed with Bidding Document is submitted in unpriced part duly signed and stamped on each page.	
c)	Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm that price has been submitted in a separately sealed envelope superscribing "PRICE PART". 2 Copies (One original & One Photo copy)	
5.0	Schedule of Price	
a)	Price must be filled in the soft copy of the SOR furnished along with the tender document. Please note that the format of the Excel file including columns of Item No., Description, Unit, Quantity, name of file or worksheet etc. are not to be edited by the tenderer. Confirm that price part submitted is the print out of the soft copy submitted along with the price bid.	
b)	Confirm that rate/ price has been quoted for all items of SOR.	
c)	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
d)	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory.)	
6.0	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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SL. NO.	NALCO'SQUERY	BIDDER'S REPLY/ CONFIRMATION
7.0	Confirm that you have studied complete tender document including technical and commercial part and your offer is in accordance with the requirements of the tender document.	
8.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
9.0	Confirm your acceptance for `Scope of Supply' mentioned in the tender document and confirm that all materials shall be supplied as per Standards and Specification.	
10.0	Confirm your acceptance for Time Schedule as mentioned in tender document.	
11.0	Confirm that your quoted price includes all taxes, duties as applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
13.0	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
14.0	Confirm that adequate numbers of construction equipments, tools, tackles etc. have been proposed which will be sufficient to complete the work as per the time schedule.	
15.0	Confirm that you have proposed adequate project/site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	
16.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
17.0	Confirm that only exception and deviation indicated in the specific format shall be considered and evaluated. Deviations listed at any other places of the tender documents shall not be considered.	



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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SL. NO.	NALCO'SQUERY	BIDDER'S REPLY/ CONFIRMATION
18.0	Confirm that you have your own QA/QC programme for executing this work.	
19.0	Confirm that Bidder is not involved in any Litigation/Arbitration/debarring/expelling, otherwise, if involved, please furnish information about the same.	
20.0	Confirm that the Bidder is not under liquidation, court receivership or similar proceedings.	
21.0	Confirm the following:	
a)	The planning schedule, S-curves etc., submitted by the bidder with his Bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.	
b)	Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front.	
с)	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	
22.0	Please confirm whether you need Mobilization Advance or not.	

SIGNATURE OF BIDDER	
NAME OF BIDDER	
NAME OF DIDDER	•
COMPANY SEAL	:

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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# NATIONAL ALUMINIUM COMPANY LIMITED (A Government of India Enterprise) TOPE & CONTRACT DEPT. CAPTINE DOWER DIAN

# TENDER & CONTRACT DEPT., CAPTIVE POWER PLANT Web site: www.nalcoindia.com

**ANNEXURE-C25** 

## CHECKLIST FOR BIDDER.

Following information along with the attested copy/copies of all the supporting documents as applicable, are to be submitted in the envelope of Single part/ two-part bid (Ref cl. No-25.1 of Annexure-A1).

Sl	Documents description			For Single
No.				Part
1.	(a) EMD Amount as per NIT s	specification.	Yes / No	Yes / No
	(b) Cost of tender document,	if downloaded from Internet.	Yes / No	NA
2.	E.P.F. A/c CODE		Yes / No	Yes / No
3.	E.S.I. A/c CODE		Yes / No	Yes / No
4.	PAN No.		Yes / No	Yes / No
5	E MAIL ID (Annexure-C4)		Yes / No	Yes / No
6	Phone no/ Mobile no (Annexu	re-C4)	Yes / No	Yes / No
7	PAN based GST registration I	No	Yes / No	Yes / No
8.	GST No		Yes / No	Yes / No
9	Solvency Certificate from a Bank			NA
10.	Power of Attorney of the signatory / Authorized signatory nominated		Yes / No	37 / NI
	by the company for the tender	r, if signed by other than proprietor.		Yes / No
11	Proof of ownership/partnership of the firm/company attached.		Yes / No	NA
12.	Offer is submitted in the	(a) Obtained from T&C Department,	Yes / No	NA
	original NIT documents	(b) Downloaded from Internet	Yes / No	NA
13.	Deviation from the NIT terms	& conditions in deviation sheet only.	Yes / No	274
	(Ref:-Annexure-C3)			NA
14	Signed declaration form by authorized signatory as per <b>Annexure-C4</b>		Yes / No	Yes / No
15	Undertaking of downloaded tender documents as per <b>Annexure-C5</b>		Yes / No	NA
16	Bank mandate for e-payment form as per <b>Annexure-C10</b>		Yes / No	Yes / No



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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Sl	Documents description	For Two	For Single
No.		Part	Part
17.	Annexure-C19 & C20 regarding relatives in NALCO	Yes / No	Yes / No
18.	Annexure-C8 regarding details of present / concurrent commitments	Yes / No	NT A
	and information of the tenderer (Not applicable)		NA
19.	Documentary evidence in support of pre-qualifying criteria of the	Yes / No	
	NIT	Yes / No	
	Work Orders listing as per (Annexure-C6)		NA
	Work Orders listing as per (Annexure-C7)		
20.	Copies of audited Balance Sheet / Profit & Loss account for the last	Yes / No	Yes / No
	three Financial Years		
21.	Copy of statutory license, if applicable	Yes / No	Yes / No
22.	List of tools & tackles	Yes / No	NA
23.	All the pages of the offer including GCC are signed by the bidder	Yes / No	Yes / No
24.	Supporting documents are attested by Gazetted Officer / Notary Public	Yes / No	Yes / No
25.	Price Bid contains no conditions in any form	Yes / No	Yes / No
26.	Pre Contract Integrity Pact (Annexure-C21)	Yes/No	NA
27.	Preference to Make In India (Annexure-A09)	Yes / No	Yes / No
28.	Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (Annexure-A10)	Yes / No	Yes / No

NB:- If any of the information is not furnished, the offer of the party shall be liable for rejection and the consideration of the offer is at the discretion of NALCO.

SIGNATURE OF TENDERER WITH SEAL

Submitted.

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**ANNEXURE-C26** 

#### CHECK LIST FOR SUBMISSION OF OFFER

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

Please	e tick the box and ensure cor	npliance:		
1.0	<b>Bid submission Letter</b> as p Submitted.	er proforma attach	ed in bidding documer	nt.
2.0	Information about Bidder a Submitted.	as per proforma att	ached in bidding docu	ment.
3.0	<b>EMD</b> of requisite amount mentioned in tender docum			C from any scheduled bank as "Earnest Money Deposit".
	Submitted in the form of DD/ BG		EMD value: Rs	
	BG No.	_ Dated	_ Valid up to	Claim period upto
	DD No	_ Dated	_ Drawn on	Valid up to
	BC No	_ Dated	_ Drawn on	Valid up to
4.0	Validity of Bank Guarantee towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of BG) is Months from the tender opening/Extended tender opening date. (Annexure-C12)  Yes  Valid Up to			
5.0	Validity of Offer is up to	Months from th	e tender opening/Exte	ended tender opening date.
	Yes	Valid Up t	o	
6.0 Annual Turnover Details as per proforma including Audited Balance Sheets including P Account Statement for the last 3 (Three) years.			e Sheets including Profit and Loss	
	Submitted.	Submitted 1	for the years:	
		2		
		3		
7.0	Fresh Solvency Certificate from your Bankers (Date of issue of this certificate should not be earlier than one year from the date of opening of Techno-commercial Part).  Submitted.  Certificate dated From (Name of Bank)			
8.0	Details of Past Experience			Document.
	Submitted.	]		
9.0	Details of Present / Concur Bidding Document (Not app		in the proforma enclo	osed in the proforma enclosed in the



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10.0	List of minimum equipment proposed to be deployed for the work in the proforma enclosed in the Bidding Document.
	Submitted. Ref.:
11.0	Deployment Schedule of equipment proposed for the work in the proforma enclosed in the Bidding Document.
	Submitted. Ref
12.0	Proposed Site Organisation (as per proforma enclosed in the Bidding Document)
	i) Submitted Ref
	ii) Qualification and Experience of Resident Engineer/ Site-in-Charge and other key personnel have been mentioned in the site organization chart.
	Yes
	iii) Number of Key Personnel under different heads have been mentioned in the Site Organisation Chart.
	Yes Ref
	iv)Site Organization Chart includes qualified and experienced Quality Control Engineer, Planning Engineer and Safety Officer.
13.0	Yes Ref Deployment Schedule of Supervisory Personnel proposed for the work in the proforma enclosed in the Bidding Document.
	Submitted Ref
14.0	Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate value.
	Submitted. Ref
15.0	Partnership Deed in case of partnership firm and Articles of Association in case of limited company.
	Submitted.
16.0	Declaration regarding relationship with client's Director
	Submitted.
17.0	Copy of P.F & ESI code, Service Tax registration certificate:
	Submitted.
18.0	An Overall Schedule, clearly indicating all important milestone of the construction activities.
	Submitted. Ref
19.0	Bid Compliance Statement (confirmation for no deviation stipulated in Bid) in the proforma enclosed.
	Submitted. Ref



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20.0	Exception and Deviation Statement in the proforma enclosed.
	Submitted.
21.0	All the documents submitted in requisite number of copies as mentioned in the Bidding Document and are readable/legible.
	Submitted. No. of copies submitted:
22.0	Original Biding Document along with blank (un-priced) copy of Price Bid/ Schedule of Rates corrigendum and addendum (if any).
	Submitted.
23.0	All pages/ documents are stamped and signed by the authorised signatory of the bidder.
	Yes.
	SIGNATURE OF BIDDER:
	NAME OF BIDDER:
	COMPANY SEAL:



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#### **ANNEXURE-C27**

## APPENDIX FOR DOCUMENTS TO BE SUBMITTED BY BIDDER

Sl. No.		Contents	Page Nos.	
1	DD /	Banker's Cheque /MSME / NSIC / UAM		 to
2	i)	Work Orders for technical PQC criteria	 to	
	ii)	with scope of work and BOQ	TENDER	 to
		Completion Certificate		
_	iii)	Amendment Copy ,if applicable		to
3	i)	Balance Sheet and Profit & Loss statements of		 to
		last 3 financial years (Audited by C.A)		
	ii)	Bank Solvency of last financial year		 to
4	i)	PF		 to
	ii)	ESI		 to
	iii)	PAN		 to
	iv)	PAN based GSTIN		 to
·	v)	Power of Attorney /ownership/Certificate of Incorp		 to
	vi)	Affidavit of No Litigation (Original)	ONLY FOR OPEN TENDER	 to
5	i)	Forwarding Letter & Undertaking (ANNEXURE-		 to
	ii)	Mandatory Information of the Bidder (ANNEXUR		 to
	iii)	Exception / Deviation statement to the tender terr (ANNEXURE-C3 of NIT)	ms & conditions	 to
•	iv)	Declaration by the bidder (ANNEXURE-C4 of NI	 to	
	v)	Undertaking of downloading of tender document (	(Annexure-C <b>5</b> of NIT )	 to
	vi)	Details of Present / Concurrent Commitments of the tenderer (ANNEXURE-C8 of NIT)	(Not <u>applicable</u> )	 to
•	vii)	Bank Mandate Form for e-payment (Annexure-C1	10 of NIT)	 to
	viii)	SAC Code (Annexure-C18 of NIT)		 to
	ix)	Declaration of Relatives (Appendix – C19 & C20 o	of NIT	 to
	x)	Anti-Profiteering Declaration Format, To be subm (Annexure-C30 of NIT)		 to
	xi)	Declaration by the Bidder for Implementation of Integrity (Annexure-C32 of NIT)	ONLY FOR CASES WHERE INTEGRITY PACT IS NOT APPLICABLE	 to
6	Pre-	Contract Integrity Pact (Annexure-C21 of NIT)	•	 to
7	Prefe	erence to Make In India(Annexure-A09)		 to
8		pliance of Public order on Restrictions under Rule 144 (xi) (s (Annexure-A10)	of the General Financial	 to
9	Work	as orders with amendments (if any) as documentary proof resent / concurrent commitment	(Not <u>applicable</u> )	

#### NOTE -

- 1. The above details should be filled up and submitted, along with the bid document.
- 2. All the above mentioned documents needs to be submitted along with the offer and in the mentioned chronological order.
- 3. Page no. reference must be mentioned against each document.

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Annexure-C28

Name:

Seal:

## NO DITE CERTIFICATE

	NO DUE CEI	<u> </u>					
1. Vendor Co	ode: Vendo	or Name:					
2. Work Ord	er Ref with Date:						
3. Description of Work as per Order:							
4. Reference	of User Dept:						
Equipment,	•	ot have any due regarding Material, Tools, Water Charges, Ground Rent, Hiring Charges,					
•	=	nance guarantee / defect liability shall continue y period notwithstanding the above certificate/					
		for National Aluminium Co. Ltd.					
Date:		Signature. Name: Designation: Department:					
	NO CLAIM CE	RTIFICATE					
1. Vendor Co	ode: Vendo	or Name:					
2. Work Ord	er Ref with Date:						
3. Description	n of Work as per Order:						
4. Reference	of User Dept:						
5. Final Bill	Value Claimed:						
against the abo	· ·	nims on M/s. National Aluminium Company Limited imed in the Final Bill subject to processing/passing in osit/Performance guarantee.					
f	or National Aluminium Co. Ltd.	for Contractor					
Date:	Signature	Signature					

Name:

Designation:

Department:



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#### Annexure-C29

NATIONAL ALUMINIUM COMPANY LTD. CAPTIVE POWER PLANT, ANGUL, ODISHA

### Integrated Management System

Title: WORK COMPLETION CERTIFICATE

Doc. No.: F-24 / CNT/ IDPM/ 02 Issue No: 002 Rev. 02 Page 143 of 1

Effective Date of format: 17.08.2022

Sl. No.	Description		Details	
01	Name of the Work			
02	Work Order Reference No. & Date			
03	SAP Purchase Order No			
04	Name of the Contractor & SAP Vendor code			
05	Contract Period	From	То	
06	Amended Contract Period	From	То	
07	Contract Value (excluding GST) (Rs.)			
08	Final Amended Contract Value (in Rs.)			
09	Actual Value of Completed Work (excluding GST) (Rs.)			
10	Date of Actual Commencement of Work			
11	Date of Completion of Work			

Certified that the above work has been completed in all respects as per-terms & conditions of the contract and the performance is satisfactory.

(Signature of EIC/MIC) (Sign	(Signature of HOD)		
Name: Nam	e:		
Designation: Designation:	gnation:		
Dept: Dept	;		
Date: Date	:		



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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## Annexure-C29 A

NATIONAL ALUMINIUM COMPANY LTD. CAPTIVE POWER PLANT, ANGUL, ODISHA

Integrated Management System
CONTRACTS DEPARTMENT

Date:

Title:	PARTIAL WORK COMPLETION	CERTIFICAT	E
Doc. No.: F-25 / CNT/ IDPM/ 02	Issue No: 002	Rev. 02	Page 144 of 1
Effective Date of formatil7 00 2022			

Effective Date of format:17.08.2022

Date:

Sl. No.	Description		Details	
01	Name of the Work			
02	Work Order Reference No. & Date			
03	SAP Purchase Order No			
04	Name of the Contractor & SAP Vendor code			
05	Contract Period	From	То	
06	Amended Contract Period	From	То	
07	Contract Value (excluding GST) (Rs.)			
08	Final Amended Contract Value (in Rs.)			
09	Date of Actual Commencement of Work			
10	Value of the partially completed work (excluding GST) (Rs.)		As on Dt:	
	d that the performance of the cont te is being issued to the contracto			
(Signatu	are of EIC/MIC)	(Signatu	re of HOD)	
Name: Designa Dept:	tion:	$\mathbf{D}$	ame: esignation: ept:	



Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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Annexure-C30

Format:- (To be submitted with BID)

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

## ANTI-PROFITEERING DECLARATION FORMAT

To whomsoever it may concern.

I, Mr	, Proprietor/	(other authorized
signatories) of M/s	, hereby solemn	nly and sincerely declare
that, while giving this quotation to	'Nalco' against Tender No	
Dt, me/my firm/my con	npany has abided by all Tax Laws an	nd Rules including but not
limited to Section 171 of the Centra	al Goods and Services Tax Act, 2017.	
I, hereby solemnly and sincerely for	urther declare that me/my firm/my	company will continue to
abide by the said laws, including	g but not limited to Section 171 of	f the Central Goods and
Services Tax Act, 2017, as applicab	ble from time to time during the life	of the tender and during
execution of any order placed with	reference to the said tender.	
I further declare that, me/my firm	n/my company, in furtherance and i	in compliance to the said
section, will make commensurate	reduction in the basic prices w.r.t.	. Input Tax benefits and
reduction in Tax charged to 'Nalco	o' w.r.t. Output Tax benefits in conr	nection with goods and/or
services provided.		
I further declare that the foregoin	ng is true and correct and the same	is a legal obligation and
failure to fulfil if could result in per	nalties under the law.	
Date:		

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

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Annexure-C31

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

## ANTI-PROFITEERING DECLARATION FORMAT

To whomsoever it may concern.

I, Mr	, Proprietor/	(other authorized
signatories) of M/s.	, hereby solemn	ly and sincerely declare
that, while executing the Order No.	Dt	, me/my firm/my
company has abided by all Tax Laws a	and Rules including but not limit	ed to Section 171 of the
Central Goods and Services Tax Act, 20	17.	
I further declare that, me/my firm/my	company, in furtherance and in	compliance to the said
section, have not made profit out of rec	duction in Input Tax benefits wh	nere ever applicable and
reduced Tax charged to 'Nalco' w.r.t.	Output Tax benefits in connec	ction with goods and/or
services provided.		
I also declare that "Commensurate bene	efit of reduction in rate of tax or b	enefit of input tax credit
in the Purchase Order / Work Order / O	Contract No	Dt
has been passed on to NALCO."		
I further declare that the foregoing is	true and correct and the same i	s a legal obligation and
failure to fulfil if could result in penaltic	es under the law.	
Date:		
Place: To be si	igned by the authorized person ur	nder the firm's seal.

(Authorized signatory of the Bidder)

Date:

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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Annexure-C32

## Declaration by Bidder for Implementation of Integrity

Tender Ref:
I/We
- Will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage to any official of the Buyer, connected directly or indirectly with the bidding process, evaluation, contracting and implementation of the Contract.
<ul> <li>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.</li> </ul>
- will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- will commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- will not instigate or cause to instigate any third person to commit any of the actions mentioned above.
Yours faithfully

Subject: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

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## GENERAL CONDITIONS OF CONTRACT (GCC)

(Enclosed separately with this Tender)

\*\*\*\*\*

## **Item Rate BoQ**

Tender Inviting Authority: SHUBHAM KUMAR,GET (Mech.)

Name of Work: Formation of Ash Mound (7th phase) over Ash Pond-II (Part-A) above 115 MRL of Captive Power Plant, NALCO, Angul, Odisha

Contract No: MC-5531

Name of the Bidder/ Bidding Firm / Company:									
PRICE SCHEDULE  (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT.#	NUMBER#	TEXT#	NUMBER #	NUMBER #	• TEXT #			
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words			
1	2	4	5 1	13	53	55			
1.00	Removing Existing soil cover :Removing of top/slope soil cover of the existing ash mound as directed by MIC including ploughing where ever required, including removal & disposal of vegetations, stripping, lifting, transporting and stacking in proper shape at designed locations All complete as per the specification and direction of MIC.(Rate shall be included for all the activities mentioned above but the measurement for payment shall be as per the area of top/slope soil cover removed		SQM		0.00	NR Zero Only			

NUMBER #	TEXT #	NUMBER#	TEXT#	NUMBER #	NUMBER#	TEXT #
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
2.00	Excavating, transporting and filling ash :Excavating ash from designated borrow area inside the existing ash ponds, including haulage roads/formation of access for transportation, dumping, spreading in specified layers and compacting with necessary number of passes using vibratory rollers with sheep foot from existing level of ash deposits in the pond to required level, as per drawings and specifications and directions of the Engineer-in-charge within all leads. Payment shall be made as per cross-sectional area after deducting 5% for voids. Note:- Borrow areas for collecting the ash shall be as directed by the Engineer-in-charge.	EFE OT (	RE QU		ONL' HERE	INR Zero Only
3.00	Loading, transporting and filling earth :Loading & transportation of the available earth from the stack to the place of work including all leads and lifts, and dumping of the excavated material to fill areas at all heights and descents including spreading, leveling in layers of 200mm to 250mm thick to correct slope and grades inclusive of special compaction using approved vibratory rollers with sheep foot with the density equal to 95% of the maximum dry density (standard proctor) including providing extra width 500mm to facilitate the full compaction at edges of earth cover, dressing to profile, and trimming all complete as per drawings, specifications and directions of the Engineer-incharge, all materials, tools, royalty, plant and labour complete. Payment shall be made as per cross-sectional area as per drawing after deducting 5% for voids	EC	CUM   N L			INR Zero Only

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER#	TEXT #
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
				entered by the	in	
				Bidder in Rs. P	Rs. P	
				113.		
1	2	4	5	13	53	55
4.00	Brickwork with flyash bricks :Providing and laying		CUM		0.00	INR Zero Only
	Brickwork with fly ash lime bricks(FAL-G) confirming to IS 12894-1989 or cement ash bricks of class					
	designation 100 in, slope drains, parapet walls etc in					
	cement mortar in 1:4 (1 cement: 4 sand) with pointing					
	and at all elevations and lead distance as per					
	drawings, scaffolding, curing, fair cutting, keeping in					
	plumb, leveling including all materials, labour, tools and tackles as per specifications and as directed by					
	the Engineer-in-charge	ᅟᅟ				
	and Engineer in charge					
5.00	Providing cement plaster :Providing 15mm thick	5100.00	SQM		0.00	INR Zero Only
	Cement plaster in 1:4 (1 cement: 4 sand) over fly ash		) [ ]		MEKL	
	brick masonry concrete works at all heights including		20			
	scaffolding, curing, as per specification, drawings and direction of engineer-in-charge all materials, tools, and					//
	labour complete		I I A			
		- (				0
6.00	Providing and placing PCC 1:3:6 :Providing and	375.00	CUM		0.00	INR Zero Only
	placing cement concrete of 1:3:6 mix with maximum size of stone aggregate of 20mm at all elevation for					
	foundations of drains, sump					
	pits, settlement pillars, slope drains, etc. including all					
	labour material, equipment, handling, transporting,					
	batching, mixing, placing, leveling, compacting, curing					
	etc. complete as per drawings, specifications and directions of the Engineer-in-charge					
	an oction of the Engineer in charge					

NUMBER #	TEXT #	NUMBER #	TEXT#	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
	Grass Turfing :Providing, laying and rendering protective treatment by turfing on sloped surface of dyke with selected grass sods of dense permanent well rooted growth, obtained from selected areas as directed including loosening the soil, watering for 30 days or till the grass are deep rooted into the original soil whichever is later, all as per drawings and directions of the Engineer-in-charge, all materials, tools and labour complete	50000.00	RE		ONL'	INR Zero Only
	Neat Cement Punning :Providing neat cement punning over cement plasters works in cross drains including curing, as per specification, drawings and direction of engineer-in-charge all materials, tools, and labour complete	1300.00	SQM		HER.E	INR Zero Only
	Dismatling boulder pitching, transportin: Dismantling dry stone pitching from existing stack over pond II including stacking of serviceable material upto a lead of 1.00 km and disposal of unserviceable material.as per the direction of engineer-in-charge all materials, tools, and labour complete.Payment shall be made after deducting 20% for voids		сим		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	