NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
(A NAVRATNA COMPANY)
Mines Division, Damanjodi-763008.
(T & C DEPARTMENT)
E mail: prakash.dwibedy@nalcoindia.co.in k.rao@nalcoindia.co.in deo.azad@nalcoindia.co.in, jijek.sabar@nalcoindia.co.in

TENDER DOCUMENT COVERING LETTER

Tender Ref. No: T&C/MINES/C&C/R-1732 **Dt: 25.07.2026**

Name of the Work: **"Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi".**

Dear Sirs,

With reference to above, you are requested to submit your best competitive offer for above referred work as specified in the enclosed documents, considering all the terms, conditions and specifications etc. in **online mode/e-mode** at the tendering portal (indicated in salient points of the tender).

The Bidders shall have to upload the scan copy of ***Bank Guarantee (only if BID SECURITY amount >or = Rs. 1,00,000.00) or receipt for payment by electronic mode*** towards Bid Security/Tender fee amount along with the ***Online*** offer. Payment for BID SECURITY and Tender fee shall be separately submitted and these two shall not be clubbed in any case.

The copy of receipt for payment against **BID SECURITY & tender fee** ***by electronic mode or Original copy of Bank Guarantee*** **shall have to be submitted /sent beforehand so as to reach the office of tender inviting authority on or before the bid submission due date & time or extended bid due date & time of the tender.** ***In case you are claiming exemption from payment of tender fee/BID SECURITY, the valid attested by gazetted officer/notarized supporting documents for claiming the exemption (Ref clause no:5.0 & 6.0 of Annexure-AA) must be uploaded along with the Online offer, failing which the offer will be liable for rejection.***

For this tender- regarding payment of tender fee refer to Sl no. 8 of contract details.

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

a) In case of **SINGLE PART BID TENDER**, the tender document, duly filled in & signed, on each page digitally, along with the required documents in support of terms and conditions as per the NIT/GCC etc are to be submitted in **online** mode along with the requisite BID SECURITY, as per details, indicated at clause no:25.0 of Annexure-AA.

b) In case of **TWO PART BID TENDER**, the tender document, duly filled in & signed, on each page digitally along with the requisite BID SECURITY, required documents in support of qualifying criteria & other conditions of NIT/ GCC (Part-I: Techno-commercial bid) and the Price Bid (Part-II: Price bid) are to be submitted in online mode as per the details indicated at clause no: 25.0 of Annexure-AA.

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

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

Important Note:

(i) Bidders are requested to quote online well ahead of the schedule tender submission date and time to avoid unforeseen problem like last hour congestion, internet failure etc.

(ii) **Bidders are requested to visit the tendering portal for online participation,** downloading the tender documents and submit the offer only in e-tendering mode as per the tender schedule. **Bids submitted in any other mode shall not be considered.**

Thanking you,

Your's faithfully,
For and on behalf of
NATIONAL ALUMINIUM COMPANY LIMITED

Deputy General Manager (Mech)- T&C, (Tender Inviting Authority)

Signature & seal of the bidder with date

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Signature & seal of the bidder with date

CONTRACT DETAILS

1.	NAME OF THE WORK	"Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi **".**			
2.	LOCATION OF THE WORK	**Inside Mines Gate / Outside Mines Gate but within Mines lease area**			
3.	TENDER REFERENCE	**T&C/MINES/C&C/R-1732**			
4.	CONTRACT PERIOD	**36 (THIRTY-SIX) Months.**			
5.	MODE OF TENDERING	**OPEN / TWO PART at GEM Portal**			
6.	No. of Agency Required and percentage distribution of Work (Subject to availability of suitable vendors)	**ONE**			
7.	EMD/BID SECURITY (Ref clause no:6.0 of Annexure-AA)	**Rs.40,000.00**			
8.	TENDER FEE (Ref clause no:5.0 of Annexure-AA)	**NIL**			
9.	TENDER SUBMISSION DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On or before: As indicated in the portal			
10.	TENDER OPENING DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On Date: As indicated in the portal			
11.	VALIDITY OF OFFER (Ref Clause 25.8 of Annexure-AA)	**120 days from the date of tender opening**			
12.	BANK GUARANTEE VALUE (As per clause no. 12.2 of Annexure-AA)	**NIL**			
13.	INDEMNITY BOND VALUE (As per clause no. 12.2 of Annexure-AA)	**Nil**			
14.	DEFECT LIABILITY PERIOD (Ref clause 7.0 of Annexure-AA).	**3 Months (Refer Cl. No. 3 of SCC at Annexure IB)**			
15a.	The value of L0 applicable to clause 20.2 of Annexure-AA ***(as per circular on Minimum wages of contract workers w.e.f. 01-04-2026).***	**USW**	**SSW**	**SW**	**HSW**
		644.52	**781.52**	**915.52**	**1052.52**
15b.	Gate Pass Details	**USW**	**SSW**	**SW**	**HSW**
		NA	**NA**	**1**	**NA**
16a.	Applicability of Labour charge variation clause (Ref cl no:20.2 of Annexure-AA)	**Applicable**			
16b	**The values of D_0 applicable (D0= Diesel rate at Damanjodi on the date of tender).**	**Applicable** **(Refer Cl. No. 10 b of SCC at Annexure IB)** (Rs.102.20/ ltr Diesel rate at Damanjodi)			
16c.	Applicability of POL/Material variation (as per cl no:4.4 of contract manual)	**Applicable**			
17.	Applicability of income tax deduction at source (Ref cl.no. 10.6 of Annexure-AA)	**Applicable**			
18.	Applicability of GST (Ref cl.no. 10.0 of Annexure-AA)	**Applicable**			
19.	Applicability of ITC on GST (Ref cl.no. 10.0 of Annexure-AA)	**Applicable**			
20.	Minimum Workable rate (Ref: Clause no.2.7 of Annexure-AA)	**Not Applicable**			
21.	Applicability of Pre- Contract Integrity Pact (Ref Cl No. 14.1 & 14.2 of Annexure- AA)	**Not Applicable**			
22	Date of Pre-bid meeting	**Not Applicable**			
23	Joint Venture /Consortium Bidding	**NOT ALLOWED, Offers submitted by such Bidders shall be summarily rejected.**			

Signature & seal of the bidder with date

1	**Schedule Quantity & Rates: clause no 2.1**	***The Quantity and rate schedule (Price bid format) is enclosed at the GeM bid document in GeM portal.***
2	**Quantity Variation: Cl no 3.1**	**Item rate contracts:** ***The Quantities mentioned in the schedule are approximate in nature and may vary by a wide margin for which the contractor shall have no option but to execute the works as per the direction of Engineer-in-charge at the same rates, terms & conditions. Payment shall be released to the contractor for the actual executed quantity.***
3	***Independent External Monitor (IEM) details of NALCO***	
	Mr. Hare Krushna Das, IAS (Retd.) **e-mail: hkdash184@hotmail.com**	Mr. Prashant Kumar Jha, IFoS Retd.) Email: pkjhaforest@yahoo.co.in	Mr. N. Shanker Reddy, IPS (Retd.) E-mail: shankerreddyips@gmail.com
	1. "**Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs**". 2. "**Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below "**	
4	***Nominated IEM for the tender***	**Not Applicable**
5	***Concurrent Commitments***	**Not Applicable**
6	***Reverse Auction***	**Not Applicable**
7	**Retention / Release of Statutory wage components:** 1. The monthly statutory components on wage like EPF, ESI, NH/PH as applicable in the month shall be released along with monthly RA Bill. 2. The Yearly /Annual wage components like Bonus / Annual Leave with wages and End of Contract components like Retrenchment Benefit and Gratuity (if applicable) will be retained from the monthly RA Bills and shall be released on payment of these components to the workmen.	**Applicable**
8	**Tendering Portal**	**www.gem.gov.in**
9	**Details of Tender inviting Authority**	**P K Dwibedy** **GM(Mech), T&C Department** **Email: prakash.dwibedy@nalcoindia.co.in** **Ph No 9437095434**

SALIENT POINTS OF THE TENDER

GeM portal General Terms and Conditions (GTC) shall form a part of the tender

Minimum Wages as per NALCO's guidelines as on the date of execution of the work shall be payable to the workmen during the course of execution of the job.

For details of the prevailing minimum wages during the execution of the work, the vendor may contact HRD / User department.

Signature & seal of the bidder with date

नालको NALCO

(A Government of India Enterprise)
Panchpatmali Bauxite Mine
Damanjodi, Koraput District -Odisha, India

No. PBM/HRD/CLOM/IR-259/2025-26 Date: 15/04/2026

CIRCULAR

Sub : Revision of Minimum rates of wages for the Contract Workers engaged at Panchpatmali Bauxite Mines

This has reference to our previous communication no No.PBM/HRD/IR-486/2025-26, dated 21/07/2025 prescribing the minimum rate of wages applicable to contract workmen of contractors establishment of Mines Unit.

Consequent upon the revision of Variable Dearness Allowance (VDA) by the Ministry of Labour & Employment via Order No. F.No.1/6(1)/2025-LS-II dated 30.03.2026, and in compliance with Corporate Office letter No. CHRD/IR/7.2/624/2026 dated 10.04.2026, the minimum wage rates for the "Above Ground Bauxite Mines" category stand revised.

The following revised minimum wage is effective from 01.04.2026 for all contractual workers engaged at Panchpatmali Bauxite Mines, including those deployed at the Mines Expansion Project:

Category	Basic Rate of Wages (Rs)	Rates of VDA (Rs.)	Additional element of wages (Rs.)	Canteen Subsidy (Rs.)	Total Minimum Wages (Rs.)	Medical benefit (4.75% of Column 6) (Rs.)	SCA per Day (Rs.)	Grand Total (7+8+9) (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Unskilled	350.00	206.00	57.28	31.24	644.52	30.61	60.00	735.13
Semi-skilled	437.00	256.00	57.28	31.24	781.52	37.12	60.00	878.64
Skilled / Clerical	523.00	304.00	57.28	31.24	915.52	43.48	60.00	1019.00
Highly Skilled	610.00	354.00	57.28	31.24	1052.52	49.99	60.00	1162.51

The above wage rates are subject to change upon implementation of ESIC scheme under Code on Social Security (CoSS), 2020 in the Mines Unit.

All concerned are hereby advised to ensure timely and accurate payment of the revised minimum wages to all contract workers engaged at the Mines, including the Mines Expansion Project. All other guidelines and procedures in this regard shall remain unchanged.

This issues with the approval of the Competent Authority.

HR DEPARTMENT NALCO MINES, DAMANJODI

15.04.26

(Susant Kumar Panda)
Dy. Manager (HR)

Distribution :-

1. All Concerned – Through : Notice Boards/ All Contractors of Mines/Expansion Project
2. All GMs/HODs/SHs/ All EICs/MICs - with a request to advise the contractors executing works under their control to implement the revised minimum wages as per the Circular.
3. Mine Manager (C&N Block/South Block)/GM(Elect)-T&C/GM(F)-Mines/GM(IE)-Mines

Copy for kind information of :

- CGM(Mines)/CGM(O&M),Mines

Signature & seal of the bidder with date

Following documents are to be submitted for two-part bids.

Sl. No.	Description	Submitted/ Not submitted	Remarks
1.	Attested/Notarized Copy of Work Order meeting similar works as specified in PQC with Scope of Work, Special Conditions of Contract and Schedule of Rates/Bill of Quantity	Yes / No/ ~~NA (*)~~	
2.	Attested/Notarized Copy of Work Completion Certificate/Part Completion Certificate against above Work Order	Yes / No/ ~~NA (*)~~	
3.	Attested/Notarized Copy of Audited financial statements/profit & loss accounts of the last three Financial Years, duly certified by a Chartered Accountant or Annual Report indicating annual turnover.	Yes / No/ ~~NA (*)~~	
4.	Attested/Notarized Copy of audited balance sheet for the last Financial Year duly certified by a Chartered Accountant.	Yes / No/ ~~NA (*)~~	
5. a)	BID SECURITY Amount in form of RTGS/NEFT/ECS/BG as per NIT specification/Attested copy of BID SECURITY exemption Certificate like UAM/NSIC	Yes / No/ ~~NA (*)~~	*
5. b)	Tender Fee in form of DD/BC as per NIT specification/ Attested copy of Tender Fee exemption Certificate like UAM/NSIC	Yes / No/ ~~NA (*)~~	
6.	Attested/Notarized Copy of Independent E.P.F. A/c CODE of Bidder	Yes / No/ ~~NA (*)~~	
7.	Attested/Notarized Copy of Independent E.S.I.C. A/c CODE of Bidder	Yes / No/ ~~NA (*)~~	
8.	Attested/Notarized Copy of PAN Card of bidder	Yes / No/ ~~NA (*)~~	
9.	Copy of GSTIN of bidder	Yes / No/ ~~NA (*)~~	
10.	Attested/Notarized Copy of Proprietorship deed/ Partnership Deed / Article & Memorandum of Association of the bidder	Yes / No/ ~~NA (*)~~	
11.	Attested/Notarized Copy of Power of Attorney of the signatory of the bid, if signed by other than proprietor	Yes / No/ ~~NA (*)~~	
12.	Pre-Contract Integrity Pact/ Declaration on implementation of integrity duly filled in & signed in all pages	Yes / No/ ~~NA~~ (*)	*
13.	Tender Document duly digitally signed	Yes / No/ ~~NA (*)~~	*
14.	Filled-up Internet Banking / R.T.G.S. Banking mandate form	Yes / No/ ~~NA (*)~~	*
15.	Declaration form duly filled in & signed by authorized signatory of Bid	Yes / No/ ~~NA (*)~~	*
16.	Undertaking letter on downloaded tender documents duly filled in & signed by authorized signatory of Bid	Yes / No/ ~~NA (*)~~	*
17.	Deviation from NIT terms & conditions are listed in Deviation Sheet only & signed by authorized signatory of Bid	Yes / No/ ~~NA (*)~~	*
18.	Appendix I & II regarding relatives in NALCO duly filled up	Yes / No/ ~~NA (*)~~	*
19.	Appendix III, IV & V regarding details of commitments and proposed site organization of the tenderer and anti-profiteering declaration format duly filled up	Yes / No/ ~~NA (*)~~	*
20	Litigation History duly notarized Appendix VII	Yes / No/ ~~NA (*)~~	*
21	Appendix IX & X regarding PPP-MII and GFR compliance	Yes / No/ ~~NA (*)~~	*
22	Supporting documents are attested by Gazetted Officer / Notary Public	Yes / No/ ~~NA (*)~~	
23	Documents as mentioned against sl. nos. A2 (Other Technical Conditions) in "Documentary Proof" column of "PRE- QUALIFICATION CRITERIA" (Annexure- 1C).	Yes / No/ ~~NA (*)~~	

NOTE:

IN CASE OF SINGLE PART BIDDING, THE ABOVE DOCUMENTS AS APPLICABLE & MARKED AS (*) SHOULD BE SUBMITTED.

Attested – implies attestation by Gazetted officer

*** 'NA' means 'NOT APPLICABLE'.

Signature & seal of the bidder with date

Annexure-1A

SCOPE OF WORK, JOB SPECIFICATION

NAME OF THE JOB: **Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi.**

1. The work involves Providing, Maintaining & Operating one no. of TATA - 407 GOLD SFC TRUCK or equivalent model truck with steel body/high side load body/high side deck body (full side deck) with roof cover in good and perfectly running condition.
2. The vehicle provided shall be clean and well maintained at all times.
3. The truck should be new "TATA 407 GOLD SFC DCR33HSD 100B6M5 BSVI or BSVI phase 2" model or equivalent.
4. The truck manufacturing should be of year 2025 or later model.
5. The truck shall ply between Damanjodi, Mines and cable belt conveyor line covering approximately 1800 km in a month but could run more than this incase of shutdown, untimely breakdowns or any other exigencies.
6. The truck may also be detained for specific duty by the Engineer-In-Charge as and when the necessity arises.
7. The vehicle is to be deputed for 8 hrs per day from 08.00-17.00 hrs including Sunday and all holidays and shall operate as per the schedule and instructions of the Engineer-In-Charge or his authorized representatives.
8. In case of requirement beyond the standard working hours, contactor has to provide the vehicle for additional hours at the direction of the Engineer-In-Charge of his representative at the applicable overtime rates mentioned in the BOQ.
9. In case of major breakdown or withdrawal of vehicle from service by the contractor for any reasons whatsoever, the contractor shall immediately arrange for alternative serviceable vehicle duly approved by the Engineer-In-Charge.
10. In all the cases the withdrawal of the vehicle, shall be done with prior intimation to the Engineer-In-Charge. During withdrawal, the alternative vehicle should be made available within a time period of maximum three hours only.
11. The contractor shall employ experienced drivers who hold valid driving license. Vehicle provided, i.e TATA - 407 GOLD SFC TRUCK, should have insurance and to be insured annually for whole contract period. Since the vehicle has to be available 8 hours, the party has to arrange for driver(s) who shall man the vehicle in at all deployment times including additional deployment hours.
12. Appropriate arrangement is also to be made by the party to take care of absenteeism and leave of the driver(s).
13. Normal maintenance kit, First-Aid box and one torch in working condition should be made available in the vehicle for use in case of breakdowns or emergency.

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Signature & seal of the bidder with date

ANNEXURE-IB

Special Conditions of Contract

1. **NAME OF THE JOB:** Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi.

2. **DURATION OF THE CONTRACT**: The contract shall be valid for a period of **three years** and may be extended for a further period of up to 01 (one) year on mutual consent, subject to satisfactory performance and approval of Competent Authority.

3. **DEFECT LIABILITY PERIOD**: **03 MONTHS** (three months).

4. **SECURITY DEPOSIT**: If the work is awarded, the party has to submit security deposit as per GCC of NALCO (10 % of award value). The Security Deposit amount shall be deducted on the Monthly Fixed charges only.

5. **DEPLOYMENT OF MANPOWER & GATEPASS**: Total Manpower (driver) for execution of jobs as per BOQ for this contract is: SW – 01 only. Contractor has to arrange its monthly gate pass regularly using CLMS portal and getting approvals of competent authorities as mentioned in clause 14. In absence of this permanent manpower/driver due to leave or weekly off or PH/NH or any other case, contractor also has to arrange temporary gate pass/passes for replacing/relieving manpower/driver/ drivers for smooth running of this contract on every day, throughout the contract period.

6. **OPERATION AND MAINTENANCE:**
   a. The contractor at his own cost shall maintain the truck in good roadworthy and operating condition. Cost of general maintenance included while estimating cost of contract.
   b. The contractor shall maintain proper records of his employee's attendance and payment made to them and such records shall be made available to the company for scrutiny as and when required.
   c. The contractor at his own cost shall arrange procurement of fuel, lubricants, spares etc. Contractor shall not claim for empty trips to Petrol Bunk or Garage on account of the above.
   d. Routine maintenance, servicing, overhauling, major repairs, transport and payment of wages to the drivers etc shall be the responsibility of the contractor.
   e. Payment under schedule of rates is applicable only after reporting of the vehicle at NALCO office or at any other specified place as directed by Engineer-in-Charge or his authorized representatives.

7. **USE OF VEHICLE**:
   a. During the period of contract, the vehicle shall be exclusively used for NALCO as per directives of Engineer-in-Charge or his authorized representatives.
   b. The contractor shall be responsible for proper behavior of all the persons employed by him. Without prejudice to the generality of the above, the contractor shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way detrimental to the interests of the company, community or of the proprietors of land and properties in the neighborhood. In the event of such employees so trespassing, the contractor shall be responsible there for and relieve the company of all consequent claims or actions for damages or injuries or claims on any ground whatsoever. The decision

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of the Engineer-in-Charge upon the matter arising under this clause shall be final.

8. **LOG BOOK:**
   - **a.** Logbook shall be maintained by the contractor to record the details for the use of the vehicle.
   - **b.** The contractor shall submit relevant logbook for verification within first week of the following month.
   - **c.** Logbook shall have to be produced to the Engineer-in-Charge or his authorized representative regularly for periodical check.
   - **d.** Logbook on completion shall be submitted to the Engineer-in-Charge for record. Contractor may have a duplicate copy, if he so wishes, for his own record.
   - **e.** In case of damage to the speedometer or its malfunctioning, the same has to be repaired\replaced within 48 hrs, failing which a sum of Rs.250 per day or part thereof shall be levied as penalty. During the period when the speedometer is not functioning, the distance covered shall be assessed by the Engineer-in-charge whose decision shall be final and binding.

9. **PAYMENT TERMS:**

Through monthly RA bill (90% along with RA Bill and 10% after defect liability period) and final bill as per NALCO rule.

a. The payment of minimum wages to the contractor LABORERS shall be as per the rates notified by the Central Government, as per the Minimum Wages Act, 1948 and as adopted/circulated by the Nalco Management from time to time.

B. THE CLASSIFICATION OF WORKERS IN DIFFERENT CATEGORIES WILL BE AS PER THE NOTIFICATION ISSUED BY THE CENTRAL GOVERNMENT FIXING THE MINIMUM WAGES FOR SCHEDULED EMPLOYMENT. WHERE THE MINIMUM WAGES NOTIFIED BY THE GOVERNMENT OF ODISHA IS HIGHER THAN THE RATES NOTIFIED BY THE CENTRAL GOVERNMENT, THE RATES DECLARED BY GOVERNMENT OF ODISHA SHALL APPLY TO CONCERNED SCHEDULED EMPLOYMENT AS LONG AS THE SAME REMAINS HIGHER THAN THE CENTRAL GOVERNMENT RATES.

THEREFORE, THE CONTRACTOR MUST TAKE THE ABOVE INTO ACCOUNT AND QUOTE THEIR RATES ACCORDINGLY.

c. Retention / Release of statutory wage components:

i. The monthly statutory components on wage like EPF, NH/PH, ESI as applicable in the month shall be released along with monthly RA Bill. Following the standard implementation of ESIC scheme, medical treatments/benefits of contract labors are now under government registered ESI hospitals, as they are now subsumed under the ESIC framework.

ii. The Yearly/Annual wage components like Bonus (8.33%), Annual Leave with wages (5%) and End of Contract components like Retrenchment Benefit (4.11%) and Gratuity (if applicable) shall be released to the Contractor (s) on payment of these components to their workmen.

10. **ESCALATION:**
    - a. Labor Price Variation Clause (PVC): A Price Variation Clause (PVC) with respect to statutory labor wage revisions shall be applicable to this contract. In case of increase in minimum wages of the workers, the differential wages and associated components will be reimbursed based on actual payment to laborers excluding OT amount claimed. The reimbursement of escalated amount under this provision will be based on documentary evidence of the claimed amount to the bank account of the workmen.

Signature & seal of the bidder with date

b. Diesel escalation / de-escalation will be paid / recovered to / from the contractor towards variation in price of diesel as per formulae given below:

Diesel cost will be reimbursed @ 01 Litre/8 Kms running

FORMULA FOR ESCALATION: (Eo)

$$\frac{\text{Total running Km for the billing period} \quad X \quad (D1-D0)}{\text{Km considered for running in 01 Liter of diesel in tender}}$$

Where: D0 = Cost of the diesel per 01 liter on the date of publication of tender (to be specified in the tender)

D1= Cost of diesel per 01 liter on 16th of billing month prevailing at Damanjodi Bunk.

Base Rate = $\frac{\text{Rate of diesel as on date of tender publication}}{\text{Km considered for running in 01 Liter of diesel}}$

Contractor Payable = Total running Km x Base rate + E_O

11. **PENALTY:**
    a. The vehicle shall remain in service for 8 hrs. In case of non-reporting of vehicle in time at the duty point as directed by the Engineer-in-Charge or withdrawal of vehicle for any reasons or breakdown conditions without replacement as mentioned herein before, compensation shall be levied on daily basis as per formula mentioned below for actual period of absence/ breakdown per hour or part thereof on each occasion without further deduction in the monthly hire charges on this account:

    HOURLY COMPENSATION RATE PAYABLE TO NALCO:

    $$2 \text{ X } \frac{\text{Monthly fixed hire charges}}{360} \text{ x } \text{(No. Of unavailable hrs.)}$$

    b. However, if NALCO arranges an alternate vehicle during the period of absence of the hired vehicle, then the extra amount incurred for arranging the alternate vehicle shall also be recovered from the contractor's bill.

12. **SERVICING**: The contractor shall be allowed to withdraw the vehicle for servicing or maintenance for duration of 24 hrs once in a calendar month, on replacement basis with same type of TATA 407 vehicle with driver with prior approval in writing by the Engineer-in-Charge.

13. **EMPLOYMENT LIABILITY:**
    a. The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of this contract.
    b. All employees engaged by the contractor shall be on his payroll and be paid by him.
    c. The company will have no liability whatsoever concerning the employees of the contractor.
    d. The contractor shall indemnify the Engineer-in-Charge against all loss or damages arising out or in the course of his employing persons or out of his relations with his employees.
    e. The contractor shall make regular and full payment of wages in his account through e-transfer to his employees within 7th of the following month irrespective of whether

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contractor has realized his payment or not, and furnish account transfer statement certified by bank to the Engineer-in-Charge.

f. The contractor shall comply with all acts, laws or regulations applicable to the area with regard to performance of the work including but not limited to the Minimum Wages Act, Contractor Labor (R&A) Act1970, Workmen's Compensation Act, ESI Act, Industrial Dispute Act, Payment of Wages Act and allied labor laws applicable from time to time and such steps as may be deemed necessary in this regard.

g. The contractor shall be directly responsible for any disputes arising between him and his employees and keep the Engineer-in-Charge indemnified against losses, damages or claims arising thereof.

h. In case of any complaint of non-fulfillment of any obligations under the contract, the Engineer-in-Charge reserves the right to withhold payments due to the contractor and out of such amount, or amount of security held, if any, or any amount likely to fall due to the contractor (but without obligations to do so) to make such payments as he may consider necessary, for smooth and unhindered working. The contractor at his own expense carries and maintains such insurance company / companies as may be required under law or regulation.

i. Any crew deployed for duty beyond normal duty hour or 8hrs without replacement shall have to be paid overtime wages at double the normal rate of wages as per the prevailing act. The payment shall be made along with monthly wages by the contractor.

j. The contractor is to cover his driver for accident insurance for Rs.50, 000/-and should furnish the details of the same to NALCO.

14. **Usage of CLMS Portal:**

Contractor shall have to use this online portal for various activities like safety clearance, issue of gate pass, application for license in Annex-I, issue of certificate from Principal Employer (NALCO) in Annex-II 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 portal for entering relevant data about themselves and the labour engaged by them. Confirmation in this regard is to be submitted along with the technical bid; else bid is liable to rejection. Biometric punching of workmen has to be ensured by contractor for all his workmen.

Special condition for short term deployment:

All the USWs, SSWs, SWs and HSWs expected to be deployed through task force to be enrolled to common man power pool, managed by Mines HRD , at least seven days in advance for imparting seven days (including weekly offs) MVT and subsequent registration in B register. The man power to be deployed from this common pool after issuance of temporary gate passes whenever needed.

15. Risk and cost: Applicable as per rule.

16. NALCO'S GCC: Applicable to this contract.

17. Applicability of Statutory Regulations: All statutory requirements under various labour laws/rules/ regulations, statutory provisions and subsequent amendments, applicable to this contract has to be complied by the contractor to the satisfaction of Central/State Labor Authorities. NALCO shall in no case be held responsible for any non-compliance on the above by the contractor.

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All newly codified Labor Codes, statutory provisions, and subsequent regulatory amendments shall be fully applicable to this contract, which are as under:

a) The Code on Wages, 2019
b) The Industrial Relations Code, 2020
c) The Code on Social Security, 2020
d) The Occupational Safety, Health and Working Conditions Code, 2020

18. Contractors Responsibility for Safety: The contractor shall prepare the written Safety Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible for the safe working of the individual workman engaged by him and the methods to deal with situation which may happen as a consequence of any accident/incident. A sample SOP has been enclosed in the NIT documents for reference.

19. Communicability: The Contractor or his authorized representative must be accessible over land phone/ cell phone normally at all hours (24x7).

20. Sub-letting: Sub-letting of work is not allowed for this contract.

21. Short Closure Provision: In case of any repetitive failure of the contractor to perform the contract, Engineer-In-charge reserves the right to short close the contract with prior one-month notice.

22. For any additional public holidays declared by Govt Authorities, applicable wages are to be paid by contractor to their workmen and no compensation shall be paid to Contractor by NALCO for such additional public Holidays.

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ANNEXURE-1C

RISK ASSOCIATED AND SAFE/STANDARD OPERATING PROCEDURE
(Ref:- Recommendations of 10th Conference on Mines Safety)

Name of work: Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi.

1. Steps involved in the work:
    1. Truck is to report to C&C department sharply at 8:30 am.
    2. Truck driver is to receive instruction regarding work from C&C executives or foremen.
    3. The truck will carry out / facilitate the transportation of man and material for maintenance and replacement of line components on daily basis.
    4. The movement of the truck will be specifically as per the instructions / requirement.
    5. The truck will return to Mines at Drive House and the return material / line components will be unloaded.
    6. The truck with driver may require to be deputed for duty beyond 17:00 Hrs on account of some exigency.

2. Risks associated:
    1. Noncompliance of the jobs listed in the BOQ may lead to breakdowns / temporarily outage of the Cable belt conveyor system.
    2. Noncompliance of the instructions given in SOP may lead to accident while reversing/toppling of tippers/collision between vehicles.

3. Safe / Standard Operating Procedure:
    1. The vehicle must always be provided with a skilled driver with proper and valid license, all the time and same shall be authorized by Mine manager.
    2. The driver of TATA 407 shall follow the SOP and traffic rule.
    3. The vehicle must always be kept in clean and well maintained condition with good quality tyres.
    4. Standard tools, standard spares such as spare wheels and other accessories must always be kept in the truck for on road repair.
    5. Required duration for the deputation of the vehicle is for all calendar days of year from 08: 00 Hrs to 17:00 Hours.
    6. The truck will carry employees, contract personnel, line equipments such as CGI sheets, Purlins, plates, Cross tubes, rockers, Poly pulleys, Cable belt belting and any other company property up to vehicle load capacity.
    7. Whenever, required to stay beyond 17:00 hours due to work exigency, the contractor has to provide the vehicle around five times in a month or 60 times in a year.
    8. The driver of the vehicle shall not use mobile phone while driving.
    9. Log book of the Truck will be filled up and updated on a daily basis and certified by the EIC/C&C department executive.
    10. If the vehicle has to go for maintenance beyond standard service hrs due to major breakdown of the vehicle, replacement vehicle must be provided by the contractor.
    11. The vehicle under this contract is to be provided with First –Aid Box, Fire extinguisher, Fog light, Flash light, Florescent stickers, Safety seat Belt and reverse alarms. Besides, vehicle gate pass and sticker such as ‘ON DUTY NALCO MINES’ is required to be displayed on the front glass of each vehicle.

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12. The contractor shall have to take all safety precautions for his work men during working hrs of the day and will be responsible for any first aid / emergency treatment for his employees. He shall abide by all fire and safety regulations of the owner.
13. Periodic PME of Drivers are compulsory and PME completion certificate duly attested by competent authority, have to be presented as and when asked by EIC or its representative.

4. PPEs inclusive of special PPEs, if any:
    1. The required safety appliances that are needed for smooth execution of the work shall have to be arranged by contractors in consultation with Safety officers / officer –in-charge or his representative. Safety appliances like safety shoes, helmets, rain coat and fluorescent jacket etc. shall be provided by the contractor to his workman working under him at mines.

5. Supervisor / Engineer Responsible for providing site supervision : GM(Mech)-C&C.

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ANNEXURE-1D

PRE-QUALIFYING CRITERIA – APPLICABLE

A) TECHNICAL

Eligibility criteria	Documentary proof
The bidder should have experience of having successfully completed "**Similar work"** during the last **seven years** ending on last day of the month previous to the one in which the NITs are invited, should be either of the following: (i) **Three** similar completed works each (with above criteria) having **executed value** not less than **Rs. 4.65 *Lakh (Rupees Four Lakhs Sixty Five Thousand only)*** . OR (ii) **Two** similar completed works each (with above criteria) having **executed value** not less than **Rs. 5.82 *Lakh (Rupees Five Lakhs Eighty Two Thousand Only).*** OR iii) **One** similar completed works each (with above criteria) having **executed value** not less than ***Rs.* 9.31 Lakh (Rupees Nine Lakhs Thirty-One Thousand Only).** **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: "The party must have experience in the following:** Supply and running of vehicles like Bolero/Utility Van/Truck/Jeep/Car/Buses in any Industrial Organization for minimum period of 01 year".	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. **The bidder should submit Work order copies showing Order value, Scope of Work & Bill of quantity for assessment of Experience Criteria**. **Satisfactory Completion Certificate indicating the value of work executed & period of contract should be obtained from Principal Owner of the work for whom the work has been executed**. In case of past experience criteria, the experience as a sub-contractor to a main agency in a project awarded by any principal / project authorities shall be considered subject to following: a. Bidder to submit detailed work order / PO/ Agreement from the main agency. b. Completion certificate issued by main agency. c. Copy of completion certificate issued by the Principal / project authorities in favor of the main agency showing due completion of the package. **The Experience/ Completion certificate shall mandatorily bear the name and designation of the Issuing Authority in case the same is issued after 30.06.2022.**
Other Technical Conditions : NA	
Partially completed work in progress (not abandoned) shall be considered and the part completion certificate submitted by the bidder should clearly indicate the value of work completed along with completed portion of the work (which should satisfy the similar work) and the performance / progress of the bidder should be satisfactory.	

B) FINANCIAL

Eligibility criteria	Documentary proof.
1)The average annual turnover of the vendor for last three financial years should be minimum ***Rs. 3.49 lakh (Rupees Three Lakhs Forty-Nine Thousand Only)***. *(Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage).* 2)Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.	The bidders have to submit the copies of Audited Financial Statements, Profit & Loss accounts and Balance Sheet of the relevant years **with a valid UDIN**, in support of both the qualifying criteria along with the bid. *(For bids received prior to 30thJune of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30thJune, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid).*

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ANNEXURE-IE

PRE-CONTRACT INTEGRITY PACT- Not Applicable

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013,Odisha, India (referred to as NALCO) acting through **Shri PRAKASH KUMAR DWIBEDY, .General Manager (T&C)** (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 "Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi" and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company / public company /Government undertaking/ partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

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~~advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.~~

~~1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.~~

~~1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.~~

~~2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.~~

~~Commitments of BIDDERs~~

~~3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-~~

~~3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.~~

~~3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.~~

~~3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.~~

~~3.4 BIDDERs shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.~~

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

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

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

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

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

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

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

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

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

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

4. **Previous Transgression**

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

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

5. **Sanctions for Violations:**

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(i) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

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

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

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

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

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

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

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

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

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

6.9 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.

7. **Facilitation of Investigation:**

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

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

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

9. **Other Legal Actions:**

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

10. **Validity:**

10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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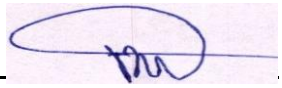
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of For & on behalf of



BUYER **BIDDER**

Name of the Officer: **Prakash Kumar Dwibedy**

Designation: **General Manager (T&C)**

Company: National Aluminium Company Ltd.

Official Seal

Witness Witness

1. _____ Malaya Sahoo Sahoo 1. _____

2. _____ Deo Kumar Azad 2. _____

Declaration by Bidder for Implementation of Integrity- APPLICABLE

Tender Ref: T&C/MINES/C&C/R-1732

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

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

Yours faithfully

(Authorized signatory of the Bidder)
Date:

Signature & seal of the bidder with date

ANNEXURE-AA

INSTRUCTIONS TO BIDDERS

1.0 **SCOPE OF WORK:** The scope of work shall be as detailed in Annexure-IA. The work shall be carried out as per direction of Engineer-in-charge (EIC)/ Manager in-charge (MIC) subject to special condition of contract given in Annexure-IB.

2.0 **SCHEDULE QUANTITY & RATES:**

2.1 ***Refer Point No 1 of Salient points of the tender at P/4***

2.2 **Bidders are required to submit digitally signed complete Tender documents ONLINE only along with all Annexure and Appendices downloaded from the tendering portal** then filled-up, signed and stamped in each page Price bid in **.xls** and all other enclosures in **.pdf** format shall be uploaded**.**

2.3 **Price bids must not contain any conditions stipulated by the bidders. Conditional price bids are liable for rejection.**

2.4 Premium or discount over quoted rate / total amount mentioned separately anywhere in the offer other than in the specified cell of the excel format of the Price bid shall be ignored.

2.5 The overall Premium/ Discount, figure should be quoted up to two decimal digits only. Also for unit rates, rates can be quoted in Decimels. Decimal digits beyond two will be ignored for all purposes.

2.6 Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest tenderer only.

2.7 The tenderers must quote their most reasonable and workable rate. **The bidders must download the BOQ in excel format from the GeM portal (excel file is available in the GeM bid document) and quote the unit rate for all items of the BOQ in excel sheet, the unit rates to be quoted shall be exclusive of GST and submit the same in GeM Portal as PDF. In the portal the bidder should enter the total price for the contract in the designed price location, this price is inclusive of GST @ 18% and the value to be entered in GeM portal shall be taken from the total amount obtained in the excel sheet, where the total price is automatically calculated by the Excel sheet inclusive of 18% GST.** Overall total evaluated price for all items of schedule of quantities shall be the basis for determining the reasonableness of price and gradations of the tenders. In case the offered price of the tenderer(s) is found to be unworkable, based on the rate approved by NALCO(Ref Sl No 20 at Page 4), the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect**.** The bidder must provide written clarification including detail price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. However, if after evaluating the price analysis, Nalco determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, then Nalco may reject the bid/ proposal. Nalco also reserve the right to award the job without seeking clarification or receiving clarification from the bidder about the price reasonability. Non-acceptance of work order will be dealt as per the provisions of Bid Security.

3.0 **QUANTITY VARIATION:**

(i) ***Refer Point No 2 of Salient points of the tender at P/4***

(ii) **Lump sum / Turnkey Contracts:** In case of Turnkey / lump sum contract no adjustment in the contract value shall be made unless there is written instruction by the EIC to change the scope of contract due to addition / deletion of items. Adjustment to the contract value due to such addition / deletion shall be governed by the provisions of GCC.

4.0 **CONTRACT PERIOD: The** Quality of work output and Time of completion is the essence of the Contract**.** The contract period for this work shall be as mentioned in **Sl no: 4** of Page-4 **from the** effective **start date** mentioned in the work order. Time period of completion of individual items may be decided jointly by EIC and contractor, which shall be adhered to by the successful bidder.

5.0 ~~**TENDER FEE: Refer Sl no 8 of Contract Details at P/3**~~**(NOT APPLICABLE FOR THE TENDER)**

~~5.1 An amount as stipulated on page no.4 of the tender document towards the tender fee shall be paid in the form RTGS/NEFT/ECS in favor of National Aluminium Company Limited, Damanjodi, paid through any NALCO's~~

Signature & seal of the bidder with date

~~Approved Bank (list attached) payable at Damanjodi, with the tender. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered)* **or MSEs registered with DIC** *are exempted from submission of tender cost, subject to submission of* **attested (by gazetted officer) documentary evidence** *in support of the same along with the offer.* **MSEs registered with DIC who claims exemption of Tender fee through "Udyog Adhaar Memorandum (UAM)", must submit their "UAM" duly verified & certified by the concerned General Manager, DIC.** The tender cost should be paid separately and it shall not be clubbed with BID SECURITY. The tender fee is non refundable.~~

5.2 The Bidders shall have to upload the scan copy of ***receipt for payment by electronic mode*** towards the tender fee and a copy of the same **shall have to be submitted / deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission date of the tender at the following address: T&C Dept, Panchpatmali Bauxite Mines, PO: Damanjodi, Dist- Koraput, Odisha-763008** clearly mentioning the Tender No. on the envelope**.** The envelope containing the tender fee instrument shall clearly mention: "Tender fee instrument against Tender No.: ---------- Tender Submission Date: ----------"along with name of the bidder.

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

In case the bidder is claiming exemption from payment of tender fee, the information along with attested (by gazetted officer) supporting documents for claiming the exemption must also be uploaded online along with the offer.

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

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

6.0 BID SECURITY : Refer Sl no 7 of Contract Details at P/3

6.1 The contractor shall deposit the bid security for an amount as stipulated at page no.4 of the tender document in the form of Bank Guarantee or through RTGS/NEFT/ECS in favor of National Aluminium Company Limited, paid from any of NALCO's Approved Banks (list attached) payable at Damanjodi, with the tender. The offers received without bid security will be liable for rejection. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered)* ***or MSEs registered with DIC*** *are exempted from submission of BID SECURITY, subject to submission of* ***attested (by gazette Officer) documentary evidence*** *in support of the same along with the offer.* ***MSEs registered with DIC who claims exemption of BID SECURITY through "Udyog Adhaar Memorandum (UAM)", must submit their "UAM" duly verified & certified by the concerned General Manager, DIC.*** Bid Security shall not carry any interest and will be refunded to all unsuccessful bidders after finalization of the contract but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.3 below. In case of technically rejected bidders of two part / three part bid, the BID SECURITY shall be returned to the bidder after rejection of their offer. BID SECURITY of successful bidder shall be returned after submission of Initial Security Deposit /Security Deposit. The BID SECURITY of the successful bidder if paid in form of RTGS/NEFT/ECS shall be adjusted towards initial security deposit. Bank mandate form in prescribed format, duly filled in & signed (Ref Annexure-V) is to be submitted by the bidder for refund of BID SECURITY through e-payment.

****Bank Guarantee shall be accepted in the prescribed proforma for an amount of Rupee One lakh or more only. The BG submitted towards BID SECURITY shall remain valid for 09(Nine) months beyond validity period of offer.***

NOTE: The payment towards Tender fee and BID SECURITY as applicable shall be made as per the following Bank Details.

Sl No	Bank Details	
1	State Bank Of India	Damanjodi
2	IFSC CODE	SBIN0006908
3	Bank Account No	10838944125

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6.2 The Bidders shall have to upload the scan copy of ***receipt for payment by electronic mode or Bank Guarantee*** towards the BID SECURITY and ***the copy of receipt for payment by electronic mode or Original copy of Bank Guarantee*** **shall have to be submitted / deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission date of the tender at the following address: T&C Dept, Panchpatmali Bauxite Mines, PO: Damanjodi, Dist- Koraput, Odisha-763008** clearly mentioning the Tender No. on the envelop**.** The details of BID SECURITY deposit document submitted physically to the department and the scanned copies furnished at the time of ONLINE bid submission should be the same, otherwise the Tender will be liable for rejection.

In case the bidder is claiming exemption from payment of BID SECURITY, the information along with attested (by gazetted officer) supporting documents for claiming the exemption must also be uploaded online along with the offer.

6.3 (a) No Bidder can withdraw his bid after the bid submission due date & time. Withdrawal of any bid after bid submission due date & time will lead to forfeiture of bid security in full **and the bidder shall be debarred as per the provisions of bid security.**

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as Withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 **DEFECT LIABILITY PERIOD (DLP):** The DLP shall be governed by the detailed terms and conditions stipulated in clause 65 and 68 of GCC. Duration of DLP is mentioned at **Sl. No. 14** of Page.4. The defect liability period shall be reckoned from the date of completion of the contract period for supply and workmanship unless mentioned otherwise in Scope of Work / Special Condition of Contract.

8.0 **SECURITY DEPOSIT :**

8.1 A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs.1 Crore, 7.5 % for the value of contracts over Rs.1 crore up to Rs. 5 crores and 5% for the value of contracts over Rs.5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.

8.2 This may be deposited initially at 2.5% of the value of the contract (referred as initial Security deposit) **within a period of 21 days from the date of issue of work order/ FOI/ LOA** and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract value up to Rs.1 crore, 7.5 % for contract value between Rs. 1 crore to Rs.5 crores and 5% for contract value over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 of GCC**.**

8.3 Alternatively the contractor may at his option deposit the full amount as mentioned at 8.1 above towards deposit within a period of 21 days from the date of issue of work order/ FOI/ LOA. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.

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

8.5 The bid security deposited with the tender, by the successful bidder **if paid in the form of electronic mode** shall be adjusted towards Initial Security Deposit.

8.6 The security deposit will be released after successful completion of the defect liability period on certification of Manager-in-charge / Engineer-in-Charge.

8.7 In case the DLP is NIL, the Security Deposit will be released to the successful bidder within three months of the submission of full and final bill to the EIC.

9.0 **PAYMENT TERM :**

Providing 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 Income Tax Act will be applicable.

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9.1.1 Payment shall be made as indicated in Special Conditions of Contract /against monthly bills duly approved and certified by the Engineer-in-charge. Such Certificate/ approval by the EIC and passing of the amount so payable shall be binding and conclusive subject to deduction as per contract, which is subject to Arithmetical correction if any.

9.1.2 Payment facility is available under INTERNET mode through company banker as well as in NEFT/ RTGS (National Electronic Fund Transfer / Real Time Gross Settlement) mode through designated branches. The contractor shall submit duly filled bank mandate form in duplicate with due authentication from their bankers to avail e-payment facility. All the payment shall be made only through e-mode. The prescribed form is enclosed in Annexure-V.

9.1.3 If the contract value is Rs.20, 000/- or less only one full and final bill will be admitted.

9.2 If full security deposit has been submitted or security deposit is not applicable as per contract terms, then the amount passed will be paid in full. Otherwise, 90% /92.5% /95% (as applicable) of the amount passed will be paid and 10% / 7.5%/ 5% (as applicable) will be retained towards the balance security deposit, till full recovery of total security deposit.

9.3 The materials drawn if any by the party as "free issue materials" from Nalco shall be reconciled. The reconciliation statement of free issue items / materials should be submitted to the Engineer in-charge for certification. The final reconciliation statement should be submitted along with final bill for release of payment.

9.4 (i) The final bill shall be submitted by the contractor **within one month** of the completion of contract otherwise the contract may be closed ex-parte' on the basis of the Engineer-in- Charge certificate of the measurement and the amount payable or recoverable as certified by the EIC taking all recoveries into account shall be final and binding on the contractor.

(ii) Besides above, the contractor may be treated as dormant or non-responsive. This may affect contractor's futures business with NALCO.

9.5 *The contractor is required to obtain clearance from HRD dept and submit the same along with RA bill to Manager-in-charge of the contract for processing for release of payment. For obtaining clearance from HRD dept, the Contractor shall ensure that all the contract workmen engaged by him shall follow Bio-metric Punching System for their daily Attendance. Wages & other applicable dues of the workmen shall be made by the contractor based on the attendance through Bio-metric Punching System. The amount due to the individual workmen should be credited to their respective bank account only, within the stipulated period as per statute. The copy of the payment sheet, bank statement and attendance sheet of individual contract workmen is to be submitted to the HRD department along with each RA bill for necessary verification, record and clearance of RA bill from HRD department to the Manager-in-charge for processing for release of Payment.*

The final bill will only be released subject to clearance of all statutory dues including EPF of the contract workmen by way of bank transfer and obtaining a certificate to this effect from the contract labour cell of HRD dept.

9.6 Contractor employing contract labour for execution of the contract shall have to use NALCO's online portal for various activities like safety clearance, issue of gate pass, application for license in Form IV, issue of certificate from Principal Employer (NALCO) in form V for obtaining license from the Central Labour Department, preparation of monthly wage sheets, issue of wage slips, employment cards, preparation and filing of returns, maintenance of statutory registers etc. The contractors have to use the online portal for entering relevant data about themselves and the labour engaged by them.

9.7 **"The contractor may use NALCO's online application eSaukarya (eMeasurement Book-{eMB} & eBill Application) for submitting measurement books & bills in respect of the jobs carried out by them. This application provides online processing of Measurement Book & Bill, tracking movement of bills, status of**

bill payment etc. to respective contractor. This application also provides alert and mail at important events /stages.

In order to use the application, contractor must register in the application through the NALCO website (www.nalcoindia.com>Menu>Business>Material & Procurement>eBilling System)

10.0 TAXES & DUTIES :

10.1 The rates indicated in **Annexure-II,** are inclusive of all taxes and duties. For claiming GST from NALCO, the clauses in the para 10.2 to 10.5 below will be applicable.

10.2 GST shall be payable extra at applicable rates subject to the fulfillment of following conditions:

1. Providing of GSTIN.
2. Providing proof of payment of GST and correct uploading of invoice into GSTN.
3. Compliance with other relevant GST provisions
4. Payment of GST is subject to reflection of the party's invoice in the 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 GSTR-1 duly authenticated by Vendor on the main page containing Nalco's GSTIN with 'FILLED' status and detailed list of invoices generated from their GST login, for invoices already paid by Nalco, then the basic amount of subsequent invoices may be released. However, GST withheld will be released after checking of GSTR-2A.

10.3 For claiming GST from NALCO, the contactor should submit the GST invoice as per the format Annexure-IV.

10.4 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.

10.5 NALCO reserves the right to recover from the service provider any penalty imposed on NALCO by the concerned statutory authorities due to non fulfillment of GST compliance by the service provider.

10.6 The anti-profiteering provisions of GST Act mandate that any reduction in tax rates or benefits of input tax credits be passed on to the service recipient by way of commensurate reduction in prices. Vendors to take note and pass on such benefits to NALCO while quoting.

10.7 The bidder has to submit the anti-profiteering declaration format (Appendix V) duly signed and stamped with seal of the bidder at the time of submission of bid.

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

10.7.1 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.

10.7.2 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.

10.7.3 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.

10.8 **DEDUCTION OF INCOME TAX:**

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

10.8.2 Compliance to recent amendments to the provisions of Income Tax TDS/ TCS is applicable to vendors for supply of Services. Reference is invited to recent amendments in Finance Act 2021 sections 206AB & 206 CCA of Income Tax TDS /TCS. The newly introduced sections shall be effective from 01.07.2021. In

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compliance to the said provisions, all payments to the vendor's w.e.f 1.7.2021 for supply of services shall be subject to TDS/ TCS as per the newly introduced sections under Income Tax Act.

The provision mandates different rate of TDS depending upon the Compliance as detailed below:

i. It mandates submission of Income Tax Return (ITR) filed by the vendor forsupply of Services for two immediate previous years for which the due date of filing the return has been expired.
ii. It mandates updation of PAN (Permanent Account Number) of Income Tax of the vendor for supply of Services in the vendor master before processing of the Bill for payment.

With introduction of this section w.e.f 1.7.2021, the applicable TDS is 0.1% subject to compliance of (a) and (b) above. However in the event of non-compliance higher rate of TDS shall be applicable as furnished below:

i. If PAN No is not available, then TDS @ 5% shall be applicable on the amount paid/ credited to the vendor for supply of services.
ii. If Income tax Return is not submitted as mentioned at (a) above the applicable TDS shall be higher of twice of rate of relevant TDS section or 20 % (for services).

In view of the same,

(i) All the vendors are required to submit their PAN No with Copy of PAN Card along with the bid.

(ii) All the vendors are required to submit the copy of Annual Income Tax Return for previous Year 2018-19 and 2019-20 along with invoice for processing the bills up to 30.9.2021. Thereafter, IT Return for next previous year 2020-21 may be submitted if the statutory period for filling the return is expired which shall suffice the release of payment up to 31.07.2022.

(iii) In the event of non-compliance to the above, the bill shall be processed (after waiting for seven days of Bill submission) with applicable higher TDS as mentioned above.

Providing a 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 the Act will be applicable.

10.9 DEDUCTION OF CESS UNDER BUILDING & OTHER CONSTRUCTION WELFARE CESS Act.1996

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

11.0 DECLARATION OF RELATIVES WORKING IN NALCO:

The contractors must furnish certificate as mentioned in Appendix – I & II enclosed, disclosing in detail about their relative / relatives, working in the company. Suppression of this information in any form if detected at any stage will be disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may be debarred from participation in future tenders.

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

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

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

(a) The contractor will do transportation of FIM from point of issue to work site.

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

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

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

(i) For issue of materials within Mines, the contractor shall submit only indemnity bond for the entire value of materials issued to them free of cost as per clause 53 (ix) of GCC.

(ii) For value of actual material issued on phased manner for outside Mines, the contractor shall furnish Bank Guarantee equivalent to 20% of the value of material actually issued and indemnity bond for 80% value of materials being issued to the contractor.

(iii) For materials taken out side Mines to the vendor's shop, Bank Guarantee equivalent 100% of the value of the materials will be submitted by the vender before taking out the materials.

(iv) The Indemnity bond and the Bank Guarantee (from Nalco's approved bankers) shall remain valid till the material account is totally settled. The Indemnity Bond and BG shall be submitted in the format approved by NALCO.

13.0 SUPERVISION:

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

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

14.0 EXECUTION OF AGREEMENT:

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

14.1 **PRE CONTRACT INTEGRITY PACT:** **Refer Sl no 21 of Contract Details at P/3**

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached separately at Annexure-ID, which has been pre-signed by the Employer, and upload the same duly signed on all pages by the Bidder's Authorized Signatory before stipulated Project Proposal submission time. Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and the same shall be uploaded before stipulated Project Proposal submission time. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP) is liable for rejection of Project Proposal as being non-responsive.

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

14.2 **INDEPENDENT EXTERNAL MONITOR (IEM):**

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

The following Independent External Monitor(s) (IEMs) have been appointed by NALCO, in terms of Integrity Pact (IP) which forms part of the NALCO Tenders/Contracts.

As per NIT Documents, Salient Points

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

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

ii. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard.

iii. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.

iv. The bid security shall be valid for nine months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period.

14.3 **SECRECY TERMS:**

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.

Breach of Secrecy: In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, Performance Security and claim damages from the party

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

15.1 TIME OF WORK: The Mines working timings are as follows:

NAME OF THE SHIFT	DURATION FROM	TO
"**A**" SHIFT	06.00 AM	02.00 PM

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"**B**" SHIFT	02.00 PM	10.00 PM
"**C**" SHIFT	10.00 PM	06.00 AM
GENERAL SHIFT	08.30 AM	05.00 PM
	(LUNCH HOUR 01:00 P.M. TO 01:30 PM)	

16.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM :

16.1 SAFETY:

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

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

16.3 PERSONAL PROTECTIVE EQUIPMENTS (PPEs):

The contractor shall have to provide all necessary PERSONAL PROTECTIVE EQUIPMENTS (PPEs) like *Safety Shoes, Gum Boots, Helmets, Safety Goggles and Nose Masks* etc. as applicable to the workmen engaged by them as per the requirement. Safety aprons and Masks should also be provided to all workmen engaged in wherever necessary. The contractor should ensure use of the above by his workmen during the contract period. In case the contractor fails to provide PPEs as per requirement, at the time of starting the job, they will not be allowed to carry out the assigned job.

I) The contractor should be aware that the workers engaged by him shall not be allowed to enter into the Mines at the NALCO Mines gate unless they wear the safety helmet and safety shoe. The contractor shall take all necessary steps/actions so that his workmen enter into the NALCO plant premises with safety helmet and safety shoe.

II) The occupational health & safety policy is enclosed. The contractor has to ensure attendance in a training programme for all his contract workers conducted by safety department and obtain a certificate before putting the workers to work front.

III) The contractor has to adhere to "NALCO's safety code for contractors" while executing the work.

IV) In case the contractor shows negligence in adherence to the above conditions and results in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit and NALCO may severe the business relation with the party.

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

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

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

16.7 Without prejudice to the right conferred by the Clause 16.5 above for stoppage of work the contractor shall be liable for penalty as per the provisions stipulated at Cl No. 34.0.

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

16.9 The Engineer in-charge executing the contract will assess the penalty amount having regarded to all the circumstances, in particular the nature and the gravity of the violation & will issue a show-cause notice specifying therein the proposed penalty. Considering the cause shown by the Contractor, if any the Engineer

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in-charge executing the contract shall pass final orders which shall then be final and binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / SD of the Contractor without any further reference to him.

17.0 ENVIRONMENTAL REQUIREMENTS:

17.1 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.

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

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

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

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

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

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

18.0 STATUTORY PROVISIONS :

1) The contractor shall abide by various statutory provisions to the satisfaction of Central/State Government Authorities. The contractor has to comply with provisions made in various statutes such as The Contract Labor (Regulation & Abolition) Act 1970, the payment of Bonus Act 1965. The Employees compensation Act 1923, The Employees Provident Fund & Misc. provisions Act 1952, The Payment of wages Act 1936, The Minimum wages Act 1948, The Industrial Disputes Act 1947, The Mines Act 1952. In case of failure of the contractor to comply with any statutory provisions, NALCO as principal employer, shall have the right to withhold the bills and/or security deposit of the contractor and/or take such action as it may be deemed fit.

2) The Engineer-in-charge/Section-in-charge shall ensure that the following statutory requirements are being complied by the contractor. The bidder to take note for necessary compliance.

1) Before executing the job, the contractor has to submit Police Verification Report from the Local Police Station, Voter/Aadhaar Card for imparting Mines Vocational Training. After completion of the MVT. It must be required to cover all the workmen under Employees Insurance Scheme and then photo gate pass shall be issued in favour of contract workmen.
2) If the contractor intend to engage 20 or more workmen on the said job then he/they must take labour license from the Asst. Labour Commissioner (Central), Bhubaneswar. In such case, the contractor has to apply in Form-IV to the Principal Employer to obtain Form-V as per the CL(R&A) Act, 1970.
3) The workmen engaged on the job will be paid Minimum wages as circulated by Nalco from time to time. All the payments shall be made through Bank Account only before 7th of the Month.
4) The contractor has to issue Wage slip well in advance & ensure that the wage payment sheet is duly signed by the concerned workmen & the representative of the Principal Employer, after that the payments shall be made only through Bank Account of the individual workman.
5) The Provident Fund contribution shall be deducted and deposited in the Individual PF Code allotted to the contractor and ensure timely submission of reports/returns to the Appropriate Authority.
6) Holiday wages as declared by Nalco shall be paid month wise, if occurred during the month.

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7) Minimum Bonus @ 8.33% shall be paid to the workmen on the wage limit i.e.Rs.7,000/- or the Minimum wage for the scheduled employment as fixed by the appropriate Government, whichever is higher before Puja or within one month of the completion of the contract as per the Payment of Bonus Act, 1965 revised.
8) After completion of the contract, Leave salary, Retrenchment Benefit, bonus are required to be paid within 48 hours to the workmen.
9) All the workmen shall be provided Employment Card (within 03 days of commencement of duty) & Wages slip every month before disbursement of Wages as per the Contract Labour (R&A) Act, 1970.
10) Statutory records/registers are required to be maintained under different labour laws by the Contractor and to be shown to the appropriate authority on demand.
11) The contractor should also provide Personnel Protective Equipment to all their workers engaged on the job.
12) The contractor has to insure their workers under the Payment of Gratuity Act, 1972 for payment in the event of death.
13) The contractor has to ensure the compliance under the Motor Transport Workers Act,1961

3) The contractor should not engage persons, male or female below 18 years of age and above 60 years of age for the execution of the work awarded to him.

4) In case of electrical contracts, the tenderer should have possessed valid electrical contractor's license of MV/HV/EHV as the case may be, issued by licensing authority of government of Odisha, a copy of which shall be enclosed along with the offer.

19.0 DOCUMENTS TO BE SUBMITTED BY BIDDER:

1) *Tender documents duly signed* and stamped with seal of bidder
2) EMD receipt
3) Annexure III duly filled up signed and stamped with seal of bidder
4) Annexure V duly filled up signed and stamped with seal of bidder
5) Annexure VI duly filled up signed and stamped with seal of bidder
6) Annexure VII duly filled up signed and stamped with seal of bidder
7) Annexure IV duly filled up signed and stamped with seal of bidder
8) Appendix I duly filled up signed and stamped with seal of bidder
9) Appendix II duly filled up signed and stamped with seal of bidder
10) ~~Appendix III duly filled up signed and stamped with seal of bidder~~
11) Appendix IV duly filled up signed and stamped with seal of bidder
12) Appendix V duly filled up signed and stamped with seal of bidder
13) Pre-contract Integrity Pact/ declaration on implementation of integrity duly filled up signed and stamped with seal of bidder
14) Declaration of % of Local content along with the place of value addition
15) 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

The bidder should also submit duly attested (attested by Gazetted Officer) / notarized copies of the following documents along with the bid:

1) MSME Certificate if applicable
2) PAN Card of the bidder. (For proprietorship firms PAN should be in the name of the sole proprietor and for other firms/ companies PAN must be in the name of the respective firm/ company).
3) PAN Based GSTIN of the bidder
4) Proof of Possession of independent EPF code. The tenderer shall possess independent P.F. "Account Code" from the concerned Regional Provident Fund Commissioner. A copy of evidence in this respect may be furnished as & when required.
5) Proprietorship Deed/ Partnership Deed/ Article & Memorandum of Association of the Bidder

6) Power of Attorney of signatory of the bid, if the signatory of the bid is other than the proprietor
7) Profit and Loss accounts and Balance sheets for the last three financial years as per PQC

The bidder should also submit notarized copies of the following documents along with the bid:

1) Appendix VII duly filled up signed and stamped with seal of bidder and notarised

Non-submission of the above documents shall lead to rejection of bid. No correspondence/documents shall be entertained after scheduled tender submission date and tender opening regarding submission of shortfall documents.

20.0 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:

20.1 WAGES OF THE CONTRACT LABOR :

A) The payment of minimum wages to the contractor labors shall be as per the rates notified by the central government, as per the minimum wages act – 1948 and as adopted/circulated by the Nalco management from time to time.

B) The classified workers in different categories will be as per the notification issued by the central government fixing the minimum wages for above scheduled appointment. Where the minimum wages notified by the government of Odisha is higher than the rates notified by the central government, the government of Odisha rates should apply to concerned scheduled employment as long as the same remains higher than the central government rates.

Therefore, the contractor must quote their rates considering the following conditions applicable

The rate of minimum wages for different categories of laborers' are indicated in Salient Points of the tender at P/4.

C) Besides the minimum wages payable as mentioned above, the contractor is required to pay an additional element of Rs. 32/- (Rupees Thirty Two only) per day as a part of wages per day. It would qualify for all statutory payments.

D) In addition to minimum wages, an amount of Rs12/-(rupees twelve) per day as indicated above shall be payable to each contract labourer towards canteen subsidy and this will be paid by the contractor concerned which will qualify for deduction of provident fund and other statutory deductions as applicable.

E) Also contractor shall pay to his workmen medical benefit @ 4.75% & special compensatory allowance **@ Rs. 30/-** per day of actual work.

The daily wages to be paid shall include the following components –Basic wages, VDA, contribution to provident fund, additional element, canteen subsidy, medical benefit, special compensatory allowance, bonus, leave salary, safety appliances, holiday/ PH/NH wages and retrenchment benefit as applicable to NALCO Mines.

F) 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.

20.2 a) Price variation clause (PVC) towards changes in labour charge for this contract (Refer Sl no 16a of Contract Details at P/3)

b) In case labour charge variation Clause is applicable for this contract as per Sl. No. 16a of Page-3, the following shall be applicable:

1. In case of increase in minimum wages of the workers, the differential wages and associated components will be reimbursed based on actual payment to labourers excluding OT amount claimed.

2. The reimbursement of escalated amount under this provision will be based on documentary evidence of payment of the claimed amount to the bank account of the workmen.

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

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

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21.0 RECOVERY TOWARDS COMPENSATION FOR DELAY:

Quality and time (contract period) is the essence of the contract. In the event of failure of the contractor to perform as per the contract in the stipulated period, penalty is leviable @ 1% of contract value for every week of delay subjected to maximum of 10% of work order value and/or as specified in the special conditions of contract. Decision of engineer-in-charge in this regard is final and binding. Clause no.24 of GCC is applicable for the above

This is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. GST as applicable shall also be recovered.

22.0 SETTLEMENT OF DISPUTES: REFER APPENDIX XI

23.0 TERMINATION OF CONTRACT:

a. If the performance of the successful bidder 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 of the successful bidder / agency at the risk & cost of the contractor. Other penal actions such as forfeiture of BID SECURITY and Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken.

b. 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.

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

24.0 GENERAL INFORMATION:

24.1 Before submission of the bid the bidders are requested to read the bid document carefully make themselves fully conversant with the 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 respect subsequent to submission of the bids.

24.2 NALCO's General Conditions of Contract (GCC) & Special Conditions of Contract if any shall form part of this contract. The tenderer is advised to go through them before quoting the rates. It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions and shall abide by those.

24.3 Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed permitted laden weight as certified by registering authority for the respective vehicles.

24.4 Wherever applicable Bank Guarantee are to be submitted in Nalco's prescribed format only from NALCO's approved Banker.

24.5 **(i)** In case there are more than one L-1 bidders, the concerned bidders may be called to offer maximum possible discount on their quoted rates in sealed envelope in order to decide the L-1 bidder.

(ii) In case of tie of price bids, the following criteria shall prevail in the given order. (after application of clause (i) above.

a. Bidder having highest average turnover during last three financial years shall be preferred.

b. The existing contractor/latest contractor executing the same contract satisfactorily shall be preferred.

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Note: ***Average Annual Turnover shall be decided on the basis of audited profit and loss accounts submitted by the bidder for the last three financial years*.**

(iii) In case of tie for L2 or other positions and L1 price matching is to be sought for splitting of the job as per NIT condition, then L2, L3 etc positions shall be determined by applying criteria at Sl. No. (ii) above."

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

24.7 Bidders are requested to quote their best prices considering the fact that price negotiation if required may be held with lowest bidder only.

25.0 MODE OF SUBMISSION, RECEIPT AND OPENING OF TENDER:

25.1 All covering letters & information are to be included in the offer.

25.2 The tender duly digitally signed should be uploaded online in web site of the tendering portal . The Bidders are advised to fill up the prescribed *Formats* available in the tender document as Annexures and Appendices as per requirement with no deviations to the specific requirements, terms & conditions and upload the complete set of tender document duly signed on the bottom of each page along with a forwarding letter addressed to the DGM(T&C), Nalco Damanjodi for uploading in the Online Tendering Portal.

25.3 **In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet only (Annexure-VII).** Please be informed that only deviation statement will be evaluated and considered.

25.4 Deviation(s) listed at any other place shall not be considered at all and shall not be binding on NALCO. The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.

25.5 Financial implications of the agreed deviation as per assessment of NALCO will be loaded on the price quoted by the bidder. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.

25.6 Tenders **are to be uploaded in the tendering portal web site** on or before time & date specified at **Sl. No. 9** of Page-4 of tender document. The PART-I bids in case of two part tendering and Single part bid in case of LTE tendering shall be opened at the time & date specified **Sl. No. 10** of Page-4 of tender document.

25.7 In the event of the office remaining closed on the Bid opening date, tenders will be opened on the next working day as per the convenience of the concerned officials.

25.8 The validity period of the offers submitted by the bidders shall be as indicated at Sl. No. 11 at page-4 from the end date of submission of Tender. However, NALCO reserves the right to defer the date of tender opening in case the response is considered to be inadequate or due to any other reasons. In such event, the bidders shall have to visit the site tendering portal to see the next tender submission & opening dates. In such case, validity period of the offer shall be reckoned from the extended last date of tender submission. Any Addendum/ Corrigendum to the tender shall only be uploaded in the tendering portal web site and separate information shall not be sent to the bidders by NALCO.

25.9 The price bids of technically qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders online **through tendering portal website**. The price bids shall also be opened ON LINE.

25.10 All the supporting documents uploaded with the offer should be attested by a Gazetted Officer or Notary Public and are required to be signed on each page by the bidder or by their authorized representative.

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25.11 The tenderer 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. If at all shortfall documents are sought from the bidders, bidders are required to submit shortfall documents only pertaining to the technical credentials already submitted in the first instant, any fresh work experience credentials (e.g. Work orders/ work completion certificates) will not be considered for evaluation of the bids.

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.

25.12 In case a bidder has been debarred/ blacklisted/suspended in any unit of NALCO from participating in tenders for Work/Service Contract, his offer will not be considered during the period of blacklisting/suspension/debarment, as the case may be.

25.13 Previous and Present Performance of contractors at NALCO sites shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated.

25.14 Bidders shall submit the details about engagement of Agents/ Middlemen/ Intermediary/ Consultants / Service Providers and payments proposed to be made to them by the bidder as a part of the present bid.

25.15 In case any specific adverse report is received against any bidder during enquiry about the statement made/ credential submitted along with the offer document in respect of capabilities, performance and criminal background of the bidder, the offer submitted by such bidder shall be rejected.

25.16 Bidder shall provide information regarding the past & current litigation, debarring/ expelling of the bidder or abandonment of work by the bidder in any Unit of NALCO etc.

25.17 Litigation History- a) 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.

a) 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.

b) 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.

c) Litigation history for criminal backgrounds to be provided by the bidder. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.

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

(i) Arbitration cases pending.

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(ii) Disputed incomplete works.
(iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
(iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
(v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

26.1 **EVALUATION OF BIDS:** 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 to arrive at the lowest (L-1) bidder as indicated at clause no: 24.5 above.

26.2 Loading of Amount for the agreed deviation shall be done on the Price Bids.

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

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

~~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 must confirm that they have disclosed all the works being executed by them in the offer, as per Appendix- III).~~ ~~**Refer Sl no 5 of Salient Points of the tender at P/4.**~~

26.3 NALCO reserves the right to use in-house data / information for evaluation of bids if felt necessary.

26.4 In case of discrepancies, the original tender document uploaded by T & C Department, Mines shall be treated as authentic & binding for all purposes.

26.5 **REVERSE AUCTION**: The guidelines for the same shall be as per the applicable guidelines of tendering portal~~.~~ **Refer Sl no 6 of Salient Points of the tender at P/4**

26.6 Evaluation of bids shall be done in compliance with Govt. Guidelines on Preference to Make In India (as per GOI ORDER NO. P-45021/2/2017-PP(BE-II), Dtd: 16.09.2020) as given in Appendix- IX. In this regard party should upload duly filled up and signed declaration provided in Appendix –IX.

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

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

27.0 ACCEPTANCE OF TENDER:

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

27.2 ~~***The concurrent commitments of bidder on various jobs under execution by the bidder will be taken into account to access the spare capacity available with the bidder. Bidders are required to fill Appendix-III for***~~

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~~*calculation at our end. Suppression of fact and figures will liable to cancellation of bid and penal action as per rule*~~ ~~Refer Sl no 5 of Salient Points of the tender at P/4~~.

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

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

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

28.0 OTHER TERMS &CONDITIONS:

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

28.2 The contractor has to dismantle the structure constructed by him for the purpose of office-cum-store on completion of the contract as per the provision of GCC clause no.2.4.2. If the same is not dismantled within two months of completion of contract he will not be issued any tender paper or will not be allowed to participate in any tender including with-holding of final bill besides initiation of other contractual/legal action as deemed fit against the contractor.

28.3 The contract shall be subject to the provisions of GCC save those provisions of GCC, which are superseded by the above clauses under instruction to Bidders.

28.4 The bidder should indicate valid e-mail ID under Annexure-III (DECLARATION BY THE BIDDER) enclosed.

28.5 **As per Govt. of India directive, it is mandatory for contractors providing goods & services to central Govt. organizations to be registered in GeM (i.e. Govt. e-market place, wwwgem.gov.in) and obtain a unique GeM registration Id at the time of placement of order/acceptance of contract. Contractor to ensure immediate compliance in this regard.**

28.6 If conflicts between documents, comprising the contract arise, the following shall prevail in the order as below;

- FOI/LOA/WO including any agreed variation.
- Schedule of rates/Bill of Quantity
- Technical specifications
- Drawings
- Special Conditions of Contract
- Instruction to Bidders
- General Condition of Contract (www.nalcoindia.com – Tenders – Downloads – Policies & documents – Sl. No. 7) (GCC copy may be downloaded from NALCO website as stated above)
- Relevant Indian Standards (Relevant Indian Standards may be downloaded from concerned website)

28.7 If any alteration or modification to the tender document is done by the bidder, the offer shall be ignored.

28.8 If any bidder is having any unauthorized structure / occupation inside Nalco Mines, their offer may not be considered for evaluation and shall be liable for rejection.

29.A CONDITIONS FOR DEBARRING / OF BUSINESS WITH A CONTRACTOR/ TENDERER:

NALCO reserves the right to debar a tenderer/contractor from participating in future tenders of NALCO or banning of business with NALCO, as deemed fit, along with forfeiture of BID SECURITY & SD under the following (but not limited to) conditions:

29.A1 **Withdrawal of offer** after the last day & time of tender submission and within the offer validity period.

29.A2 **Failure to mobilize for the work** - The contractor does not mobilize and start work on the scheduled date or within reasonable period.

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29.A3 **Failure to adhere to the time schedule of work** - Time schedule indicated by executing engineers will be compiled every week and default in adhering to schedule will have to be reported to HOD for necessary action. Depending on the Mines requirements HOD may initiate debarring proposal.

29.A4 **Failure to maintain required quality of work** - If the quality rating is less than 50% at any instance, subsequent fortnightly rating will be done and if the same is less than 50%, it will be construed as a failure.

29.A5 Failure to make labour payment on time at least twice in a contract.

29.A6 In case of any serious offence committed by the party: e.g. - sabotage, fraud, theft of company property etc. any time during execution of work, debarring process starts immediately.

29.B BLACKLISTING/BANNING/SUSPENSION/DELISTING OF BUSINESS/HOLIDAY LIST

29.B.1 **Blacklisting:** Blacklisting of any agency/ firm/ contractor working with the Company may be resorted to in following cases:

(i) 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;

(ii) If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.

(iii) 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.

(iv) If the Firm refuses/fails to return the Company's dues without adequate cause;

(v) If the Firm is blacklisted by any Department of the Central Government/ State Government.

(vi) 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.

(vii) Misbehavior/ threatening of departmental supervisory staff during work execution.

(viii) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.

(ix) Persistent & intentional violation of important conditions of contract.

(x) Submission of false/ fabricated/ forged documents for consideration of a bid.

(xi) If declared bankrupt or insolvent.

29.B.2 **Banning:** In case where the conduct of the firm is not serious enough to merit blacklisting but removing the name from the registered vendors of NALCO is justified in the interest of the company, the firm/company shall be banned from doing business with NALCO for a period up to 3 years but not less than one year. The reasons for banning are listed below. This list is illustrative only and not exhaustive

(i) 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.

(ii) Submission of false declaration / documents in the offer.

(iii) Misconduct / misbehavior of the contractor or any of the workers engaged by them.

(iv) Non-compliance of environment, safety and health requirements including use of proper PPEs.

(v) Any failure to execute the contract satisfactorily

(vi) Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period

29.C **Delisting from Vendor List against all Contracts**:

29.C.1 Party's performance is being evaluated half yearly through online assessment system by the respective Managers-in-Charges for the works being executed at site / at party's premises.

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29.C.2 Half-yearly assessment ratings are reviewed and the contractors are reminded for improvement in next assessment period if their performance rating is poor.

29.C.3 If two consecutive Six-monthly assessments of a contract are Very poor in a single evaluation / Safety & Environmental requirements compliance is not O.K. / SA 8000:2008 Compliance is not OK, then the concerned Vendor will be delisted for one year for that particular job subject to approval by Competent Authority of NALCO and the vendor will be intimated through a letter.

29.C.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.

29.C.5 If any vendor is Black-listed / Banned by any units of NALCO, the Vendor will also be delisted.

29.C.6 In case the performance of the vendor is found to be unsatisfactory by the Manager-in- charge, the vendor may not be considered in future tender for similar jobs.

29.D **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.

29.E **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.

NALCO will issue show-cause notice giving 15 days' time to the contractor to respond to the same in cases of debarring/ blacklisting/ banning/ suspension of business with the party.

29.F 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.

30.0 MARKING OF ATTENDANCE/ JOB ALLOCATION.

30.1 The contractor shall have to maintain an attendance register as provided in the CL(R&A) Act and mark attendance of workmen under his establishment for every day at the beginning of the shift.

30.2 The daily attendance of persons employed by contractors is to be recorded in form " D & E " of the Mines Rules by contractor/supervisor which needs to be countersigned by Engineer In Charge of contract as a statutory record.

30.3 The contractor or his authorized representative has to make regular interaction with the Engineer In Charge for day to day execution of contract. The contractors' workmen are to report every day to the contractors, Engineer/supervisor, who will assign the job and maintain allocation chart for the record, with the following details.

JOB ALLOCATION REGISTER

Sl	Name of job	Area	Target date of job completion

30.4 At the end of the day, the contractor/supervisor shall report back with the status of job which needs to be certified by Nalco representative.

30.5 Nalco Engineer-In-Charge or his authorized representative has the authority to supervise and advise suitable actions which is to be carried out by the contractor/his supervisor and workmen.

30.6 Use of PPE by the workmen of the contractor has to be ensured on daily basis to ensure safe working.

30.7 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

 Signature & seal of the bidder with date

monitored by the Ministry of Mines as an item on the DASHBOARD, use of the system is mandatory for the contractor.

31.0 DEPLOYMENT OF PERSONS IN MINES:

31.1 Before deploying any persons on the job, it should be ensured by the contractor that all such persons deployed possesses a valid Training Certificate in Form-A [(Rule 28(1)] & Rule 16 of Mines Vocational Training Rules 1996.

31.2 In case the persons do not possess any valid training certificate as stated above, they are to be given Induction Training as per First Schedule of Mines Vocational Training Rules, 1966 before starting work. They are also to be given on the job training for 6 days.

31.3 Name of all the persons employed in the Mines by the contractor should be entered in "B" Register.

31.4 If 20 or more than 20 labours are engaged for the job then the contractor has to obtain a license under contract labour (R&A) Act. from the Assistant Labour Commissioner, (Central) Bhubaneswar, Orissa before starting of the work.

31.5 As per Rule 29B of Mines Rules'1955 all the workmen to be deployed under this contract are to be medically examined and report of the fitness is to be submitted to the Engineer In Charge before commencement of the work.

32.0 SAFETY APPLIANCES:

32.1 **Safety Shoes**: The contractor is required to supply DGMS approved Safety Shoes to all its workmen and supervisors free of cost at a frequency not exceeding once in six months.

32.2 **Safety Helmet**: The contractor is required to supply DGMS approved safety helmets to all its workmen and supervisors free of cost, at least once during the period of the contract.

32.3 **Special Safety appliances**: The contractor is required to supply all the special safety appliances (like safety belt, safety net, apron, welding screen etc.) as would be detailed under the SOP for the work.

32.4 Responsibility to ensure the use of safety appliances:

(i) The contractor shall be responsible to ensure that no one is deployed in the work without wearing safety appliances as required to safely execute the work.

(ii) The Engineer -in-charge of the contract shall be responsible to ensure that no one is allowed to work under the contract unless otherwise he wears the Safety appliances as required for the work.

33.0 RECORDS TO BE MAINTAINED AS REGARD TO DEPLOYMENT OF WORKMEN UNDER THIS CONTRACT.

On the receipt of LOI/work order, the contractor should open up individual bound paged book (Register) to keep the records of various aspects of deployment of workmen in the prescribed formats, as detailed under (A) & (B).

(A) ***Records to be maintained as per the provisions made in the Central Rules, under the Contract Labour (Regulation & Abolition) Act [1970].***

1. Register of workmen employed by contractor in Form XIII (See Rule 75).
2. Muster Roll in Form XVI [See Rule 78(1)(a)(i)].
3. Register of wages in Form XVII [See Rule 78(1)(a)(i).
4. **Register of Overtime in Form XXIII [See Rule 78(1)(a)(iii)].**
5. Register of Fines in Form XXI [See Rule 78(1)(a)(ii)].
6. Register of deduction for damage or loss in Form XX [See Rule 78(1)(a)(ii)].
7. Issue of Employment Card in Form No.XIV (See Rule 76).
8. Wage slips to be issued every month before wage payment in Form No.XIX [See Rule 78(1)(b)].
9. Register of advance in Form No.XXII [See Rule 78(1)(a)(ii)].

(B) ***Records to be maintained as per the provision made in Mine Rule, 1955 under Mines Act, 1952***.

1. 'B' Register entry in respect of all Workmen, Supervisor & Contractor.
2. Attendance register/off D (Face work) & E (others)
3. G- Register of Leave
4. **H- Register of leave wages.**
5. I- Register of overtime.
6. Compensatory off.

34.0 **PENALTY FOR NON-COMPLIANCE OF SAFETY LAWS OF MINES ACT:**

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(i) If a contractor is found non-compliant with any safety laws under the statues and systems related to safety, the concerned contractor shall be directed by the Engineer-in-charge of the contract through a letter to comply with the said requirement immediately.

(ii) If the same contractor is found contravening any safety laws again, a penalty as stated below shall be imposed by the Engineer-in-charge of the contract on the contractor and the same shall be deducted from his RA bill of the contract for month in which the non-compliance was recorded.

The penalty amount shall be as stated below:-

Sl No	Contract Value	Penalty Amount
i.	**Contract value up to Rs.10,00,000/-**	**Rs.10,000/- (Rupees Ten Thousand)**
ii	**Contract value from Rs.10,00,001/- upto Rs.50,00,000/-**	**Rs.12,500/- (Rupees Twelve Thousand Five Hundred)**
iii	**Contract value from Rs.50,00,001/- upto Rs.1,00,00,000/-**	**Rs.14,000/- (Rupees Fourteen Thousand)**
iv	**Contract value above Rs.1,00,00,000/-**	**Rs.15,000/- (Rupees Fifteen Thousand)**

(iii) If the contractor shall be contravening the safety aspects again & again, the above penalty shall be imposed on repeated basis for each time the contraventions has been made. However, after imposition of penalty for 03 (Three) times, the contract shall be cancelled with the approval of Competent Authority.

35.0 CONTRACTORS RESPONSIBILITIES FOR SAFETY

35.1 The contractor shall prepare the written Safety Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible for the safe working of the individual workman engaged by him and the methods to deal with situation which may happen consequence of any accident/incident.

35.2 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall supervise the contractors work.

35.3 THE CONTRACTOR SHALL KEEP AN UP TO DATE SOP AND PROVIDE A COPY OF ANY CHANGES MADE SUBSEQUENTLY TO THE DESIGNATED PERSON BY THE MINE OWNER.

35.4 THE CONTRACTOR SHALL ENSURE THAT ALL WORK IS CARRIED OUT IN ACCORDANCE WITH THE STATUTE AND SOP AND FOR THE PURPOSE HE MAY DEPLOY ADEQUATE QUALIFIED AND COMPETENT PERSONNEL FOR THE PURPOSE OF CARRYING OUT THE JOB IN A SAFE MANNER.

35.5 THE CONTRACTOR SHALL WORK STRICTLY AS PER THE SCOPE OF THE WORK ORDER ENSURING APPLICABLE SAFETY PRACTICES AS PER THE STANDARD.

35.6 THE CONTRACTOR SHALL ENSURE THAT ALL SUB-CONTRACTORS HIRED BY HIM COMPLY WITH THE SAME REQUIREMENT AS THE CONTRACTOR HIMSELF AND SHALL BE LIABLE FOR ENSURING COMPLIANCE OF ALL SAFETY PROVISIONS APPLICABLE TO HIM AND THE SUB CONTRACTOR.

35.7 ALL PERSONS DEPLOYED BY THE CONTRACTOR FOR WORKING IN A MINE MUST UNDERGO VOCATIONAL TRAINING, INITIAL MEDICAL EXAMINATION AND PME. THEY SHOULD BE ISSUED CARDS STATING THE NAME OF THE CONTRACTOR AND THE WORK AND ITS VALIDITY PERIOD, INDICATING STATUS OF TV & IME.

35.8 EVERY PERSON DEPLOYED BY THE CONTRACTOR IN A MINE MUST WEAR SAFETY GADGETS TO BE PROVIDED BY THE CONTRACTOR. IF CONTRACTOR IS UNABLE TO PROVIDE, OWNER/AGENT/MINE MANAGER SHALL PROVIDE THE SAME AND RECOVER THE COST FROM THE CONTRACTOR.

35.9 THE CONTRACTOR SHALL SUBMIT TO DGMS, THE RETURNS INDICATING- NAME OF HIS FIRM, REGISTRATION NUMBER, NAME AND ADDRESS OF PERSON HEADING THE FIRM, NATURE OF WORK, TYPE OF DEPLOYMENT OF WORK PERSONS, NUMBER OF WORK PERSONS DEPLOYED, HOW MANY WORK PERSONS HOLD VT CERTIFICATE, HOW MANY WORK PERSONS UNDERGONE IME, PME AND TYPE OF MEDICAL COVERAGE GIVEN TO THE WORK PERSONS. THE RETURN SHALL BE SUBMITTED QUARTERLY (BY EVERY 10TH OF APRIL, JULY, OCTOBER & JANUARY) FOR CONTRACTS OF MORE THAN ONE YEAR. HOWEVER, FOR CONTRACTS OF LESS THAN A YEAR, RETURNS SHALL BE SUBMITTED MONTHLY.

35.10 THE CONTRACTOR SHALL HAVE TO TAKE ALL SAFETY PRECAUTION FOR HIS WORKMAN WORKING DURING ANY HOUR OF THE DAY AND WILL BE RESPONSIBLE FOR ANY FIRST AID/EMERGENCY TREATMENTS FOR HIS EMPLOYEES. THE CONTRACTOR SHALL ABIDE BY ALL FIRE AND SAFETY REGULATION OF THE OWNER. SAFETY PPE LIKE SAFETY SHOES, HELMETS, GUM BOOTS AND MASKS ETC. SHALL BE PROVIDED BY THE CONTRACTOR TO ALL WORKMEN WORKING UNDER HIM. THE CONTRACTOR SHALL ENSURE THE USE OF THE ABOVE BY HIS WORKMEN DURING THE CONTRACT PERIOD. THE OCCUPATIONAL HEALTH & SAFETY POLICY IS ENCLOSED. YOU HAVE TO UNDERGO HALF A DAY TRAINING PROGRAMME FOR ALL YOUR CONTRACT WORKERS BEFORE APPLYING FOR SAFETY GUIDELINES.

36. 0 COMPLIANCE ON QMS/EMS/OHSMS/SA

36. 1 The contractor shall ensure that all his men and activities comply with the QMS/EMS/OHSMS/SA requirements as per respective standards, follow respective Policies and Objectives and Targets etc. set by

 Signature & seal of the bidder with date

the Panchpatmali Bauxite Mine, Nalco. For details of Policies Annexure: VIII may please be referred which is enclosed herewith

36.2 The Engineer-in-charge shall monitor/review the compliance of above requirements by the party as per respective standards periodically and intimate any deviation to the party for compliance.

36.3 During the course of contract activities/jobs, different scraps generated are to be segregated and to be disposed off in earmarked locations/ are to be disposed off in designated bins or as directed by Engr-in-charge.

37.0 CONTRACT CLOSURE:

37.1 Completion of work assigned through the contract within contractual period is both a contractual obligation and legal obligation on both the parties to the contract i.e. Contractor and Nalco. Closure of contract is achieved in stages through contractual terms or through mutual agreement/settlement. Submission of Final Bill is the 1st stage of closure. Successful completion of Defect Liability Period and Performance Guarantee Period is the 2nd Stage of closure. Settlement of all outstanding payables and receivables is the 3rd stage of closure.

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

37.2.1 1st stage - Submission of Final Bill, and Performance Guarantee Bond (PGB)-if applicable maximum within 01 month from the end date of contract period.

37.2.2 2nd stage - Submission of Claim letter for release of SD/PBG maximum within 15 days from the date of closure of Guarantee/DLP.

37.2.3 3rd stage - Settlement of all outstanding relating to the Contract, before release of Contract Completion Certificate by EIC/MIC with concurrence of Finance regarding Contract Execution Value.

Signature & seal of the bidder with date

ANNEXURE - III

:DECLARATION BY THE BIDDER:

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

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

OR

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

NOTE:* Strike out whichever is not applicable.

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

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

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

Date :

Name of the signatory……

Postal address of the firm……

……

PF NO : ……TIN NO :……

PAN NO.:……PAN based GSTIN Reg. No.:…….

Landline Phone No…….....Mobile……

Fax No.....

Email Address :……

Signature & seal of the bidder with date

ANNEXURE – IV

TAX INVOICE

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

Details of Supplier
Name
Address

GSTIN/Unique ID

ORIGINAL FOR RECIPIENT
DUPLICATE FOR TRANSPORTER
TRIPLICTE FOR SUPPLIER

Date :
Inv serial No. :

Details of Recipient (Billed to)
Name
Address

State
State Code
GSTIN/Unique ID

Place of supply:
Name of State:

Details of Consignee (Shipped to)
Name
Address of delivery

State
State Code
GSTIN/Unique ID

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

E.&.O.E

Electronic Reference Number

Name of the Signatory

Note:

Designation / Status

Signature

Note:

1. In case of Supply of service, the tax invoice shall be as follows: "ORIGINAL FOR RECIPIENT", "DUPLICATE FOR SUPPLIER".
2. The tax invoice can be signed with digital signature also.
3. 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.
4. 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.
5. The information in red colour indicates the changes as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017
6. The information in green colour indicates the words removed as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017

Signature & seal of the bidder with date

ANNEXURE-V

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

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

Dear Sir,

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

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

No…….. date…….

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

1. Name of the Party……

2. Address of the Party ……City……..Pin Code

E-Mail Id:……..

3.Particulars of Bank:

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

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

I/we hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, i shall not hold m/s national aluminium company limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through RBI ECS/ RBI EFT/SBI net.

Place: Signature of the party/ Authorized Signatory.
Date:

Certified that particulars furnished above are correct as per our records.
Bank's Stamp:
Date:

(Signature of the Authorized Official from the Bank)

ANNEXURE-VI

Signature & seal of the bidder with date

Undertaking Letter on Downloaded tender documents

We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in tendering portal 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 besides any action as deemed fit by NALCO.

Company Name _____

Name _____

Signature_____ Date _____

Postal Address _____

_____

Email ID _____

Phone_____ FAX _____

Signature of Authorized Person With seal

Signature & seal of the bidder with date

ANNEXURE-VII

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

In case of no deviation please write 'No Deviation' in the space below:
In case of single part bidding no deviation is acceptable.

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

Signature & Seal of bidder.

B) DECLARATION BY THE BIDDER ON INCLUSION OF GST IN THE QUOTED PRICE AS PER NIT CONDITIONS- (APPLICABLE ONLY FOR TENDERS FLOATED IN GEM PORTAL)

IT IS HEREBY CERTIFIED THAT WE HAVE INCLUDED _____ (TO BE FILLED UP) % GST IN THE QUOTED UNIT PRICE FOR ALL ITEMS OF THE BOQ FOR THIS TENDER AS PER THE REQUIREMENTS OF THE TENDER.

Signature & Seal of bidder.

NOTE: OFFERS SUBMITTED IN THE GEM PORTAL WITHOUT INCLUDING GST IN THE QUOTED PRICE SHALL NOT BE CONSIDERED FOR TECHNO-COMMERCIAL EVALUATION & THE BID SHALL BE SUMMARILY REJECTED.

Signature & seal of the bidder with date

Annexure – VIII

NATIONAL ALUMINIUM COMPANY LIMITED
M&R COMPLEX, DAMANJODI

QUALITY POLICY

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

GUIDING PRINCIPLES

- To ensure a healthy return on investment by 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

SD/-
Chairman-cum-Managing Director

Continued…

Signature & seal of the bidder with date

Annexure – VIII

NATIONAL ALUMINIUM COMPANY LIMITED
M&R COMPLEX, DAMANJODI

ENVIRONMENT 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.

Bhubaneswar

SD/-
Chairman-cum-Managing Director

Continued…

Signature & seal of the bidder with date

Annexure – VIII

NATIONAL ALUMINIUM COMPANY LIMITED
M&R COMPLEX, DAMANJODI

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 & other requirements related to Safety and Occupational Health of persons, and establishing clearly defined goals & 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 & practices.
- Striving for continual improvements, exceeding statutory compliance levels, wherever feasible.

Bhubaneswar

SD/-
Chairman-cum-Managing Director

Signature & seal of the bidder with date

ANNEXURE – IX

नालको NALCO
ordinary people, extraordinary attitude

SOCIAL ACCOUNTABILITY POLICY (SA 8000)

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

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

a) Involvement of all employees in sustenance of SA 8000:2014 Standard;

b) Conforming to all requirements of SA 8000:2014 Standard;

c) Complying with National laws, other applicable laws and other requirements to which the organization subscribes;

d) Continual improvement initiatives in all social aspects;

e) Learning and training opportunities to all employees.

This policy is communicated and understood within the organization.

Date: 04.03.2020 SD/-

Chairman-cum-Managing Director

SA 8000 Requirements

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

HOD (H&A)

We declare that we shall abide by all the requirements of SA-8000 in the course of execution of work at NALCO Mines Site.

Signature & seal of the bidder with date

ANNEXURE –X

This Proforma is to be used by Bidder for Bank Guarantee For Bid Security/EMD

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/EMD

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

B. G. No._____ Date: _____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at .....(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for .....(hereinafter called "the said tender") to M/s. .....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for `. .....(Rupees .....only) towards bid security in lieu of cash.
2. WE .....Bank having its branch office at .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or entree 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.

Signature & seal of the bidder with date

5. WE ……..Bank 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 authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed `…….(Rupees……only) and shall remain in force till……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We……Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
9. We …… Bank further agree that this Guarantee shall be invocable at our place of business at ……. (Bank name), ……., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751__ __ __.

Date…….

Corporate Seal of the Bank

……Bank

By its constitutional Attorney

Signature of duly Authorized person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name----------

Address for Correspondence: ----------

Telephone & Fax No.

E-mail :

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

Signature & seal of the bidder with date

APPENDIX – I

NATIONAL ALUMINIUM COMPANY LIMITED.
Mines Division

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

The tenderer shall carefully study the list of directors of NALCO from the website mentioned below given below and state "Yes" or "No" to questions given below:

https://nalcoindia.com/company/nalco-leadership/board-of-directors/

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

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

Sl. No.	Name	Relationship

Signature & seal of the bidder with date

APPENDIX – II

Important : Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract.
(Strike out which is not applicable)

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

Sl.No.	Name of the employee/ P.No. / Designation/Place of Posting.	Relationship with the employee.
1		
2		
3		
4		

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

Signature & seal of the bidder with date

Appendix - III

DETAILS OF PRESENT COMMITMENTS OF THE TENDERER

As on the last date of previous month in which the tender opening is due

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

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

It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date NALCO will have the authority to take necessary action as per provision of the contract and as per laid down procedure of the Company. It is further certified that all the works under execution at NALCO and outside NALCO have been indicated in the above format.

Signature of the bidder_____

Name of the Bidder_____

Company Seal

Signature & seal of the bidder with date

Appendix - IV

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.

Signature & seal of the bidder with date

Appendix - V

Format:- (To be submitted with BID)

ANTI-PROFITEERING DECLARATION FORMAT
To whomsoever it may concern

I, Mr._____, Proprietor/_____ Other authorised signatories) of M/s._____, hereby solemnly and sincerely declare that, while giving this quotation to NALCO against Tender No. _____Dt. , me /my firm/mycompany has abided by all Tax Laws and Rules including but not limited to Section 171 of the CentralGoods and Services Tax Act, 2017.

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

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

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

Date: _____

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

Signature & seal of the bidder with date

Appendix - VI

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

ANTI-PROFITEERING DECLARATION FORMAT
To whomsoever it may concern

I Shri/Mr. ---------- Proprietor/manager service(similar salutation for other authorized signatories) of M/s---------- hereby sincerely declare that I have abided with all the laws and rules as applicable on me /my firm/my company from time to time ,in my dealing with M/s National Aluminum Company Ltd (NALCO) including but not limited to section 171 of central goods an service tax Act, (CGST Act) 2017 .

In furtherance and compliance of the said section, I declare that I have made commensurate benefit of reduction in rate of tax or benefit of input tax credit in the purchase order/work order/Contract No…… Dt…….has been passed on to NALCO.

I declare that foregoing is true and correct and the same is a legal obligation and failure to fulfill it could result in penalties under the Tax law.

Date:

Place:

Signature with seal/stamp.

Signature & seal of the bidder with date

APPENDIX – VII

LITIGATION HISTORY TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER

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

I ……aged about …… years, S/O: ……., At-……., PO-……., Dist-……., Pin-……,, State: ……, Designation: …… of M/s. …… have not been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of theoffer. I do hereby solemnly affirm and state as follows:

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

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

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

Signature of the bidder

Date : ……

Signature & seal of the bidder with date

Appendix - VIII

Return No._____ Date: _____

To

The Director General of Mines Safety,
Govt. of India,
At: Eastern Railway,
Dhanbad- 826001 (Jharkhand)

Sub: Monthly/Quarterly Return in respect of ----------(Name of work) for the month/quarter ---------- ----------of M/s ----------

Dear Sir,

Enclosed please find herewith the details of the work persons (Contractual workers) **engaged at Panchpatmali Bauxite Mines, M/s NALCO, Damanjodi, Dist: Koraput (Orissa),** in relation to work on the subject cited above for the month/ quarter ending---------- as per Cl.No.2.2(i)(II) of the relevant recommendations of **10th conference on safety in mines**.

This is for your kind information and record please.

Thanking you Sir.

Yours faithfully.

(Signature of the contractor/his authorized representative)

(Seal)

Place:

Date:

C.C:
1. Director of Mines Safety
   Plot No. L1, Nayapalli
   P.O. RRL Campus
   Bhubaneswar- 751013 (ORISSA)

2. Mine Manager
   Panchpatmali Bauxite Mine
   M/s NALCO
   p.o: Damanjodi, Dist. Koraput (ORISSA)

3. Mgr In-charge of respective work.

Signature & seal of the bidder with date

Monthly/ Quarterly report of contractual work persons engaged at Panchpatmali Bauxite Mine, M/s NALCO, Damanjodi, Orissa for the month/ quarter ending_____

(As per clause No.2.2 (i) (ii) of 10th conference on safety in Mines)

01. Name of the firm:

02. Registration number:

03. Name & address of persons heading the firm:

04. Nature of work:

05. Type of deployment of work persons:

06. Number of work persons deployed:

07. Number of work persons hold VT certificate:

08. Number of work persons undergone IME

09. Type of medical coverage given to the work persons:

(Signature of the contractor/his authorized representative)

(Seal)

NB: To be submitted quarterly (by 10th of April, July, October & January every year) for contracts of more than one year and monthly for contracts of less than one year.

Signature & seal of the bidder with date

APPENDIX - IX

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

1.0 The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly.

2.0 For the purpose of this order dtd. 16.09.2020**:-**

2.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent**.

2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 2.1 above.

2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%, as defined at cl. 2.1 above.

2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.

2.5 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.

3.0 Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under**:-**

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

However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable**).**

4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.

b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter. the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier, then such balance quantity may also be ordered on the L1 bidder.

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

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

4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:

Signature & seal of the bidder with date

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 <u>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.</u>

======XXXX======

Signature & seal of the bidder with date

(Declaration by the bidder on their letter head)

To, GM (T&C),
M/s. National Aluminium Company Limited,
Mines
Dist.-Koraput, Odisha-763008

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

Tender Ref. No: T&C/MINES/C&C/R-1732

Dear Sir,

We, M/s. _____ having its office at

_____

(address) hereby confirm that the offered product has_____ % of

the local content.

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

_____

_____

Yours sincerely,

Signature

Name:

Designation:

Contact No.:

It should be noted by bidder that, apart from the declaration submitted by bidder regarding % of local content vide Appendix IX of the NIT, the bidder should also update their MII status on GeM Portal while submitting their bid or creating catalogue.

If there is mismatch in MII declaration submitted by bidder as per Appendix-IX and status of MII as evaluated by GeM then MII status as evaluated by GeM will be treated as final and accordingly tender will be processed.

Signature & seal of the bidder with date

APPENDIX-X

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

Signature & seal of the bidder with date

person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

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

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

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

***

Signature & seal of the bidder with date

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

Signature & seal of the bidder with date

APPENDIX -XI

1.0 SETTLEMENT OF DISPUTES

1.1 AMICABLE SETTLEMENT:-

If any commercial dispute, other than those where the decision of NALCO/EIC/MIC is final and binding as per the contractual terms, whatsoever arises between NALCO and the Contractor/Vendor in connection with or arising out of the Service Contract /Work Order/Purchase Order, as the case may be, including without prejudice to the generality of the foregoing, any question regarding its existence, interpretation, validity or termination, or the execution of the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall resolve such dispute or difference by amicable settlement. If the parties fail to resolve such dispute or difference by amicable settlement, then the dispute may be settled through Mediation by High Level Committee / Arbitration / other remedies available under the applicable laws.

1.2 Resolution of Dispute by Mediation through High Level Committee (HLC):-

If the parties fail to resolve a dispute or difference by amicable settlement, such dispute or difference, if the parties agree, may be referred to Mediation for settlement and the same shall be guided by the provisions of The Mediation Act, 2023 or any other applicable law for the time being in force & amendment thereof.

1.2.1 Invitation for Mediation:-

(i) A party shall notify the other party in writing about the dispute or difference it wishes to refer for Mediation within a period of 30 days from the date of failure to resolve the same through amicable settlement . Such notice for Mediation shall contain sufficient information relating to the dispute and the precise claim (monetary and/or declaratory) to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

(ii) Upon the receipt of the notice for Mediation from a party, the other party shall intimate its stand and counter claim, if any, within a period of 30 days from the date receipt of such notice and both the claim and counter claim, if any, will be referred for Mediation.

(iii) The parties shall file their claim and counterclaim in the following format;

a. Chronology of the dispute
b. Brief of the contract
c. Brief history of the dispute
d. Issues

Sl. No.	Description of Claims / Counter claims	Claim Amount in INR	Relevant Contract Clause

e. Details of Claim(s) / Counter Claim(s)
f. Basis / Ground of claim(s) / counter claim(s) along with relevant clause of contract.

Statement of claims shall be restricted to maximum limit of 20 pages.

(iv) If no reply/response is issued within 30 days of the date of receipt of notice to refer the dispute or difference for Meditation, the Mediation shall be treated as stands failed.

Signature & seal of the bidder with date

1.2.2 Mediation:-

(i) Subject to the provisions of The Mediation Act, 2023 or any other applicable law, where notice for Mediation has been issued and responded to under Clause 1 .2. 1 hereinabove, the dispute or difference will be referred to a High-Level Committee (HLC) to be constituted by CMD, NALCO, for settlement through Mediation. The constitution of the HCL by the CMD, NALCO will be as per the guidelines detailed in clauses 1.2.2 (ii) to 1.2.2 (iv).

(ii) HLC will be a committee comprising of three members, who are eligible as per the clause 1.2.2 (iii). However, there will be single member HLC for disputes involving claim and counter claim (if any) up to INR. 1 crore. CMD will have authority to reconstitute an HLC filling any vacancy. The party invoking mediation shall propose names of mediators who are eligible as per clause 1.2.2 (iii) hereinbelow, for consideration by the CMD, NALCO . The number of names proposed should be twice the number of mediators in the HLC which will be formed.

(iii) The persons eligible for consideration to be members of the HLC shall be either Retired High Court Judges, or, Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, or, Retired Chairman / Chairman Cum Managing Directors / Managing Directors / Directors of any Maharatna / Navratna CPSEs in India other than NALCO Ltd., who is/are registered as mediator with the Mediation Council of India, or is/are empanelled as Arbitrator with the Delhi International Arbitration Centre / Orissa High Court Arbitration Centre / IIAC / Indian Council of Arbitration.

(iv) The persons selected as a mediator / member of the HLC shall disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his/her independence or impartiality as a mediator. The said disclosure is required to be given by the mediators prior to the conduct of mediation. Further, during the mediation, the mediator/ member of the HLC shall, without delay, disclose to the parties in writing any conflict of interest, that has newly arisen or has come to his/her knowledge that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator/ member of the HLC.

(v) Upon disclosure under 1.2.2(iv), if either party desires to replace any member of the HLC or in the event of death/incapacity/withdrawal by any of the mediator from the HLC, then, the HLC will be reconstituted following the process as given above.

1.2.3 Proceedings before HLC:-

(i) On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its member/s will be furnished with the information relating to the dispute and the precise claim (monetary and/or declaratory) as well as stand and counter claim of the respective parties. The HLC will convene its meeting at the earliest, but not later than 30 days of its constitution. The HLC shall be provided with all necessary inputs, clarifications etc. by both the parties. Thereafter, the HLC shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute. The HLC shall at all times be guided by the principles of natural justice, objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and maintain the standards for professional and ethical conduct as may be specified. The HLC shall be free to decide the process and procedure to be adopted for mediation and the same shall be subject to due consent of both the parties.

(ii) In case of 3 members HLC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not present.

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(iii) The HLC shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasising that it is the responsibility of the parties to take decision regarding their claims. The HLC shall only facilitate the parties in arriving at a decision to resolve a dispute and shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

(iv) The parties shall be represented by their respective authorized representatives, who will produce proper Letters of Authority before the HLC. No party shall be allowed to bring any advocate or outside consultant/advisor/agent. However, subject to the discretion of the parties, the ex-employees of parties may represent their respective organizations if they were the Manager-in-Charge/Engineer-in-Charge/Dealing Officer of the contract at the time of dispute/cause of action. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Mediation till the date HLC submits the non-settlement report and 30 days thereafter in any further proceeding.

(v) HLC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 120 days from the date fixed for the first appearance before the HLC. If required, the parties may agree to extend the period of mediation for a further maximum period of 60 days. HLC will submit draft settlement agreement containing its recommendations to both the parties on possible terms of settlement. If the parties accept the draft settlement agreement of the HLC, then the settlement agreement will be executed by both parties with all HLC members as witnesses. However, in case parties do not accept, then the HLC will submit the non-settlement report.

(vi) If, the draft Settlement Agreement shared by the HLC is acceptable to both the parties, the same will be signed within 15 days of acceptance and the same shall be authenticated by all the HLC members as witnesses. The acceptance/rejection is to be communicated by each party to other and to the HLC within 45 days of the receipt of the draft settlement agreement from HLC. After signing, the settlement agreement same shall be final and binding to both the parties and thereafter there shall be absolute bar for initiating arbitration. In case of non-agreement/non-acceptance of the draft settlement agreement, the HLC shall submit a non-settlement report to both the parties and the mediation proceedings shall stand terminated from the date of receipt of the said non-settlement report.

(vii) The venue of the HLC meeting shall be at Bhubaneswar. All the expenditure incurred towards arrangement for the venue of the mediation proceedings and fee & expenses of the HLC members and expenses incurred towards venue shall be shared by the parties equally..

1.2.4 **Fees & Facilities to the Members of the HLC:-** The cost of Mediation proceedings including expenses towards arranging of venue of the mediation proceedings and fee & expenses of the HLC members shall be as provided herein below :

Sl. No.	Fees/ Facility	Entitlement

1	Fees	INR 20,000 per meeting to each Mediator. In addition, each Mediator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement. However maximum fee shall be INR 2,10,000 per case per Mediator .
2	Secretarial expenses	INR 10,000 lump sum.
3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 per day
4	Expenses towards Venue for meeting	Venue will be NALCO conference rooms at Bhubaneswar with fooding expenses as per actuals.

Sl. No.	Fees/ Facility	Entitlement
Facilities to be provided to the out stationed member		
5	Travel from the city of residence to the city of meeting.	Economy class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare.
6	Transport to and from airport/railway station in the city of residence	Car as per entitlement or INR 3,000
7	Stay for out stationed members	In NALCO Guest House or in hotel to be arranged by one of the parties.

Aforesaid fees is subject to government guidelines on austerity measures, if any. All the expenditure incurred in the HLC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the HLC proceedings.

1.2.5 The parties shall keep confidential all matters relating to the Mediation proceedings. Parties shall not refer or rely upon them and/or not produce them as reference / material papers / evidence in arbitration or court or any other proceedings.

1.3 Arbitration:-

1.3.1 If the process of mediation by HLC fails to arrive at a settlement between the parties any of the party may, within Thirty (30) days of such failure, give notice to the other party of its intention to refer the dispute/difference for arbitration indicating the precise claim amount and/or relief sought, as per the conditions as stated hereinafter provided, as to the matter in dispute/difference, and no

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arbitration in respect of the matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration can be resorted to only in cases where the disputed amount (i.e. total amount of Claims including claims of interest, cost etc.) does not exceed ₹10 crores and is not below ₹50.00 Lacs including all types of interest, cost etc.. In case the disputed amount exceeds Rs. 10 Crores or less than ₹50.00 Lacs, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than arbitration.
Since, mediation is a pre-condition for arbitration, any claim/dispute which has not been referred for mediation, shall not be referred for arbitration.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

(The party invoking arbitration, at the time of invocation of arbitration, along with the notice, shall submit all the details of its claims including the Heads/Sub-heads of the claims and the documents relied upon by it for its claims. On receipt of notice invoking arbitration as well as the details of the claims and the documents relied upon by the claimant for its claims, within 30 days of the receipt, the other party shall give its response to the said notice, and within 60 days shall submit its counter-claims including the Heads/Sub-heads of the counter-claims and the documents relied upon by it for its counter-claims. The parties shall not file any details of the claims and counter-claims and/or documents etc. thereafter.)

The parties hereby agree that the claims/counter-claims raised by them at the time as mentioned above shall be final and binding and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever. Where the dispute/claim is for the payment of money, no interest shall be payable on whole or any part of the money for any period between the date on which cause of action arose and the date on which the award is made.

1.3.2 Any dispute in respect of which, a notice of intention to commence arbitration has been given in accordance with Clause 1.3.1, shall be finally settled by arbitration .

1.3.3 Any dispute referred by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NALCO in the following manner:-

a) On receipt of a notice of intention to commence arbitration given in accordance with Clause 1.3.1, CMD, NALCO will send, within 30 days of receipt of the notice, to the party (other than NALCO) names of three persons from the panel of arbitrators of Orissa High Court Arbitration Centre and/or Delhi International Arbitration Centre and/or Indian Council of Arbitration and/or IIAC, for the said party to choose any one of them to be the Sole Arbitrator .

b) The party other than NALCO on receipt of the names as mentioned at (b) above, shall select any one of the person names to be appointed as a Sole Arbitrator and communicate his name to CMD, NALCO within thirty days of receipt of the names along with written consent for agreeing to waive the applicability of Section 12 (5) of the Arbitration and Conciliation Act, 1996, conveying its agreement for appointment of Sole Arbitrator by CMD NALCO as provided under this arbitration clause.

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c) On receipt of communication as provided above, CMD, NALCO shall there upon appoint the said person as the sole Arbitrator within 30 days of receipt of the communications as mentioned at (b) above.

d) If none of the names communicated by CMD, NALCO are acceptable to the party (other than NALCO) or the said party fails to communicate such selection as provided at (b) above within the period specified, any of the parties may approach Hon'ble High Court of Orissa at Cuttack for appointment of Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.

e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NALCO to appoint another person in his place in the same manner as mentioned above. The person so appointed as Sole Arbitrator shall proceed with the reference from the stage where his predecessor had left.

f) The seat and venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants venue of arbitration may be at as and where required basis, and may be held at the place where the site of work is situated.

g) The fees, expenses, if any, of the Arbitrator, expenses towards venue of arbitration shall be equally shared by the parties. The fee of the Sole Arbitrator shall be as under:

h) The Arbitrators shall be paid fees as per the Fees prescribed in the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and amendments, if any made thereof.

i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under :

- **a)** 40% of the fees if the Pleadings are complete
- **b)** 60% of the fees if the Hearing has commenced
- **c)** 80% of the fees if the Hearing is concluded but the Award is yet to be passed.

j) Each party shall pay its share of arbitrator's fees in stages as under:

- **a)** 40 % of the fees on Completion of Pleadings
- **b)** 40% of the fees on conclusion of the Final Hearing
- **c)** 20% at the time when arbitrator notifies the date of final award

k) The Claimant shall be responsible for making all necessary arrangements for the travel / stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.

l) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

m) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties and any future interest as awarded by the Arbitrator shall not be more than 5% per annum simple interest.

n) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

1.3.4 Notwithstanding the above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between NALCO and any other Central Public Sector Enterprises (CPSEs) / Port Trusts and also between NALCO and Government Departments / Organizations or University under the Central

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Government (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), NALCO and State Governments/ State PSUs / Public authority / Organizations or University under any State Government, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum No.05/0003/2019-FTS-10937 dated 14 th December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25 th July, 2024 including further DPE OMs / clarifications and / or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.

1.4 Notwithstanding any reference to the Mediation or Arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they other wise agree.

b) NALCO shall pay the Contractor any monies due to the Contractor.

1.5 Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of the courts at Bhubaneswar in the State of Odisha (India) only.

(b) Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.

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LIST OF NALCO APPROVED BANKS

LIST OF PSU BANKS:

Sl No	Name of the Bank	Sl No	Name of the Bank
1	Bank of Baroda	10	Oriental Bank of Commerce
2	Bank of India	11	Punjab and Sindh Bank
3	Bank of Maharashtra	12	Punjab National Bank
4	Canara Bank	13	State Bank of india
5	Central Bank of India	14	Syndicate Bank
6	Corporation Bank	15	UCO Bank
7	Dena Bank	16	Union Bank of India
8	IDBI Bank	17	Vijaya Bank
9	Indian Bank		

LIST OF PRIVATE BANKS:

Sl No	Name of the Bank	Sl No	Name of the Bank
1	HDFC Bank Ltd.	9	The South Indian Bank Ltd.
2	ICICI Bank Ltd.	10	The Karur Vysya Bank Ltd.
3	AXIS Bank Ltd.	11	The Karnataka Bank Ltd.
4	Kodak Mahindra Bank Ltd.	12	IDFC Bank
5	YES Bank	13	RBL Bank
6	Indus Ind Bank Ltd.	14	The Lakshmi Vilas Bank Ltd.
7	The Federal Bank Ltd.	15	Tamilnad Mercantile Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	16	City Union Bank Ltd.

LIST OF FOREIGN BANKS:

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

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PRICE TO BE QUOTED BY THE BIDDER IN GEM PORTAL

The bidder has to quote the lumpsum price for the contract in the field provided for entering the price in the GeM portal.

The price to be quoted is inclusive of applicable GST for the job, i.e 18% in this tender.

The price to be quoted in the GeM portal is to be the same as the final value obtained in the BoQ format enclosed in the tender in GeM bid document.

The bidder has to upload the BOQ format in PDF in the GeM portal at the location of financial break up.

PROCEDURE TO FILL UP THE BOQ FOR THE TENDER

- **The BOQ for the tender is a part of the GeM bid Document.**
- **To view the BOQ, download the GeM Bid Document by clicking the bid no of the tender in which participation is to done.**

- **In the GeM bid document, Search for Excel Upload Required, there the BOQ is attached.**
- **Download the BOQ.**
- **Fill the column Unit rate (excluding GST) for all the items.**
- **The price inclusive of GST is automatically calculated by the excel work sheet.**
- **At the end of the BOQ, total amount of the contract / BOQ including GST @ 18% is visible. This price is to be quoted in the GeM portal at the relevant field.**

- **Convert the duly filled in BOQ to PDF format and upload in the location earmarked for financial break up.**

- **The bidder has to submit the PDF copy of the BOQ format of the tender without prices in the location for Certificates requested in ATC along with other documents as sought in the tender. Non submission of the unpriced PDF copy of the BOQ in the offer shall lead to summary rejection of the offer.**

SAMPLE GEM BID DOCUMENT IS ENCLOSED BELOW

SAMPLE GEM BID DOCUMENT FOR REFERENCE

Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/-----
Dated/दिनांक :

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	(
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Materials
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar
Office Name/कार्यालय का नाम	Mines Division,damanjodi,koraput
Item Category/मद केटेगरी	Custom Bid for Services -
Contract Period/अनुबंध अवधि	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :
National Aluminium Company Limited
Mines Division,damanjodi,koraput, Materials, National Aluminium Company Limited, Bhubaneswar, Ministry of Mines
(National Aluminium Company Limited)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	

Details of the Competent Authority for MSE

Name of Competent Authority	
Designation of Competent Authority	
Office / Department / Division of Competent Authority	NALCO MINES
CA Approval Number	
Competent Authority Approval Date	
Brief Description of the Approval Granted by Competent Authority	

Competent Authority Approval for not opting Micro and Small Enterprises Preference : Document Reference

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BOQ for 12345678. XLSX

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:

Service Level Agreement (SLA):

Payment Terms:

GEM Availability Report (GAR):

Custom Bid For Services - Mines (1) : NALCO

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	.
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1		763008,PANCHAPATTAMALI BAUXITE MINES.DAMANJODI,KORAPUT,763008	1	N/A

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

1. **Generic**

   OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Note:

   1) The bidder has to quote the unit rates in the blue colored cells up to two decimals only. Unit rate shall be excluding GST.
   2) After filing up the BOQ, the value obtained in the TOTAL AMOUNT INCLUDING GST Shall be quoted as the price for the contract in GeM portal.
   3) The bidder has to convert this EXCEL sheet to PDF and upload the same in GeM portal at the Financial breakup location.

   .

3. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---

Name of Work: Hiring of TATA 407 Mini Truck for C&C Department for replacement of Poly pulley and other cable belt items of Nalco Mines, Damanjodi.

Tender No T&C/MINES/C&C/R-1732

BILL OF QUANTITIES

Name of the bidder	

APPLICABLE GST FOR THE TENDER IS 18 %

Sl. No.	Item Description	Unit	Quantity	Unit Rate Excl GST in Rs	Amount Excl GST in Rs	Unit Rate incl 18% GST in Rs	Amount incl 18% GST in Rs
1	2	3	4	5	6	7	8
1	Monthly fixed charge for providing, operating & maintaining of TATA 407 on hire basis in good condition with necessary fittings with adequate no of drivers for 8 hrs duty.	MONTH	36		0.00	0	0.00
2	Reimbursement of diesel for 64700 Km of running.	Km	64700	NOT TO BE QUOTED			
3	Fixed charges for additional hours of deployment beyond 8 hrs as and when required.	HR	600		0.00	0	0.00
TOTAL AMOUNT INCLUDING GST (THIS VALUE TO BE QUOTED IN THE GEM PORTAL)							**0.00**

Note : 1) The bidder has to quote the unit rates in the blue coloured cells upto two decimels only. Unit rate shall be excluding GST,

2) After filing up the BOQ, the value obtained in the TOTAL AMOUNT INCLUDING GST Shall be quoted as the price for the contract in GeM portal,

3) The bidder has to convert this EXCEL sheet to PDF and upload the same in GeM portal at the Financial breakup location,

4) The name of the bidder is to be filled up in the cell earmarked for the same in green colour.

GENERAL CONDITIONS OF CONTRACT

NATIONAL ALUMINIUM COMPANY LIMITED
NALCO BHAWAN, P-1 NAYAPALLI,
BHUBANESWAR – 751 013

Web site: www.nalcoindia.com

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SECTION – 1

DEFINITIONS AND INTERPRETATION

1. DEFINITION & INTERPRETATION:

1.1 Definition:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

1.1.1 The 'Owner' shall mean the National Aluminium Company Limited (NALCO), a Company incorporated under the Companies Act, 1956 having its registered office at IDCO Tower, 8th Floor, Janapath, Bhubaneswar –751007 or any other place as modified subsequently and shall include its Chairman- cum-Managing Director or other Administrative Officers authorised to deal with these presents are concerned on his behalf posted in the any of the Offices of NALCO and shall also include Owner's successors and assignees.

The Chairman-cum-Managing Director has nominated the following persons as the representative of the 'Owner' for the purpose of all contractual matters.

Smelter	-	General Manager (Smelter)	Projects
CPP	-	General Manager (CPP)	
Mines	-	General Manager (Mines)	
Alumina	-	General Manager (Alumina)	

1.1.2 The 'Tender' shall mean the tender submitted by the tenderer for acceptance by the Owner.

1.1.3. The 'Chairman-cum-Managing Director' shall mean the Chairman-cum-Managing Director of National Aluminium Co. Ltd., or his successors in office as designated by the Owner.

1.1.4. The 'Project Head' shall mean General Manager/ Deputy General Manager of the Project of National Aluminium Company Ltd., or his successor in office or his authorised representative.

1.1.5. The 'Contractor' shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor's legal representatives, his successors and permitted assigns.

1.1.6. The 'Sub-contractor' shall mean any person or firm or company (other than the contractor to whom any part of the work has been entrusted by the contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.

1.1.7. The 'Engineer-in-Charge' shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorised by the Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.

1.1.8. The 'Works' shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in- charge.

1.1.9. The 'Contract' shall mean the agreement between the Owner and the contractor for the execution of the works including therein all documents such as the invitation to tender, instructions to Tenders, General Conditions of Contract, Special Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.

1.1.10. The 'Contract Document' shall mean collectively the tender documents, designs, drawings specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

1.1.11. 'Constitutional Plant' shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form of forming part of the permanent work.

1.1.12. 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

1.1.13. 'Specifications' shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.

1.1.14. 'Plans' shall mean all maps, sketches, and layouts as are incorporated in the contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.1.15. 'Drawings' shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.

1.1.16. 'Foreign consultant' shall mean a person, agency or firm including their successors and assigns, who are nonresidents of India and are responsible for supply of process Technology for expansion plant based on review of existing plant including material flow, energy balance, additional facilities and improvement on the basis of the recent experience.

1.1.17. 'Indian Consultant' shall mean a person, agency or firm including their successors and assign who are responsible for detailed engineering and construction management of the project.

1.1.18. 'Project manager' shall mean the authorised representative of the consultant posted at site. He shall be responsible for supervision of the work by the contractors as well as coordinate with different agencies within the organisation or otherwise.

1.1.19. 'Site' shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.

1.1.20. 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or other wise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.1.21. The 'Completion Certificate' shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.

1.1.22. The 'Final Certificate' in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by the owner or his representative after the period of liability is over.

1.1.23. 'Approved' shall mean approved in writing including subsequent written conformation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.

1.1.24. The 'Period of Liability' in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate which the contractor stands responsible for rectifying all defects that may appear in the works.

1.1.25. The 'Appointing Authority' for the purpose of arbitration shall be the Chairman and managing Director or any other person so designated by him.

1.1.26. The 'Alteration Variation Order' means an order given in writing by the Engineer-in-Charge/ owner to effect additions to or deletions from or alteration in the works.

1.1.27. 'Letter of Intent' shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.

1.1.28. 'Days' means a day of 24 hours from mid night irrespective of the number of hours worked in that day.

1.1.29. 'Working Day' mean any day which is not declared to be holiday or rest day by the Owner.

1.1.30. 'Week' means a period of any consecutive seven days.

1.1.31. 'Metric System': All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out accordingly to the metric system. All documents concerning the work shall also be maintained in the metric system.

1.1.32. 'Value of Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.

1.1.33. 'Headings and Marginal Notes' in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.

1.1.34. 'Language for Drawings & Instruction': All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.

1.1.35. 'Singular and Plural': The singular shall include the plural and vice versa wherever the context so requires.

SECTION - II

2. FACILITIES TO CONTRACTOR

2.1 Location of Sites and Access by Road:

2.1.1 Locations of Sites:

The general information about Mines Alumina, Aluminium Smelter and Captive power Plants furnished below is of indicative nature only and shall not be considered as binding in any way on the Owner and shall not govern either the scope of work or the nature of the respective rights and the obligations of the parties to such contract.

(a) Alumina Plant and Mines:

Alumina plant is on south-western side of the Panchpatmali hill near Damanjodi village in Koraput District, Orissa State. The site is situated at 12 Km from the national highway No. 43 off Semiliguda village. The Alumina Plant Site has the form of saddle between groups of low hills. The location of Red Mud Pond is in the natural basis of hills situated at a distance of 2 Km from the western side of the plant. The Bauxite mine is located at 14 Km away from the Alumina Plant Site.

(b) Smelter Plant:

Aluminium Smelter is on the Southern side of National Highway No. 42, with its approximate latitude and longitude as $20^{o}51'N$ and $85^{o}10'E$ respectively. The area, at a higher elevation in comparison with adjacent land, is not subjected to either normal or flash foods. The prevalent directions of wind are from North-West and West.

(c) Captive Power Plant:

Captive Power Plant is located at Angul, District Angul, Orissa on the south of Talcher Thermal Power Station of Orissa State Electricity Board the main plant site is about 3 Km on the north of the junction of the National Highway Nos. 42 and 23, between the villages Balaram Prasad Patna and Gotamara. The access roads to the main plant site may be taken from either of the highways.

2.1.2. Access by Road:

Contractor, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of the permanent roads should the construction thereof start while he is engaged on this work. He shall make due allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of contractor shall in no case condone any delay in the execution of works not be the cause for any claim for compensation against the Owner.

2.2 **Water Supply:**

2.2.1. Unless other wise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works, his labour colony, his workshops, his offices etc. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own cost.

2.2.2. The Owner may agree to supply water to the Contractor for use in the Owner's works on specified terms and conditions as shall be determined by the Owner, which shall be binding on the Contractors. The tenderer is however required to exercise his option to receive such water supply from Owner's main at the time of submission of his tender.

2.2.3. When the water is supplied by the Owner, the Owner's main will be within 500 metres form the site of work. The Contractor shall provide at his own cost, all necessary ferrules, pipes, fitting, couplings and tanks and temporary works required and he shall maintain all such works in satisfactory condition. The Contractor shall remove all such works and shall re-instate and make good any work disturbed, to the satisfaction of the Engineer-in-Charge.

2.2.4. In the event of the Contractor's drawing water from the Owner's main/ source, he shall not claim any compensation for interruption or failure of Owner's water supply caused due to any reasons beyond the control of the owner.

2.2.5. The water so supplied by the Owner shall be free of cost for the Constructional work only.

2.3. Power Supply:

2.3.1 Subject to availability, Owner will supply power at 400/440 V at only one point at the nearest substation, from where the contractor will make his own arrangement for temporary distribution. The point of supply will not be more than 500 Metres away from the Contractor's premises. All the works will be done as per IEA regulations and passed by the Engineer-in- Charge. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The Contractor at his cost will also provide suitable electric metres, fuses, switches, etc. for purposes of payment to the Owner which should be in the custody and control of the Owner. The cost of power supply shall be payable to the owner every month. Rs. 1/- per kWh for power, which will be deducted from the running bills. The owner shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained and this does not relieve the contractor of his

responsibility for timely completion of this works as stipulated in the contract.

2.3.2 It shall be the responsibility of the contractor to provide and maintain the complete installation of the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical wiring etc. are installed modified, maintained by a licensed Electrician/ Supervisor. A rest certificate is to be produced to the Engineer-in-Charge for his approval, before power is made available.

2.3.3 At all times, IEA regulations shall be followed failing which the Owner has a right to disconnect the power supply without any reference to the contractor. No claim shall be entertained for such disconnection by the Engineer-in-Charge. Power supply will be reconnected only after production of fresh certificate from authorised electrical supervisors.

2.3.4 The Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising there from.

2.3.5 The Contractor shall ensure that the Electrical equipment installed by him are such that average power factor does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the Owner at the penal rate determined by the Owner for all units consumed during the month.

2.3.6 The Power supply required for Contractor's colony near the plant site will be determined by the Owner and shall as per state Electricity Board's Rules and other Statutory provisions applicable for such installations from time to time. In case of power supply to Contractor's colony, the power will be made available at a single point and the Contractor shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules & Acts. The site area and colony shall be sufficiently illuminated to avoid accidents.

2.3.7 The Contractor will have to provide and install his own light and power meters, which will be governed as per Central/ State Government Electricity Rules. The meters shall be sealed by the Owner.

2.3.8 In case of damage to any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor the Owner reserves the right to recover the cost of such damage from the contractor's bill. Cost of HRC Fuses replaced at the Owner's terminals due to any fault

in the Contractor's installation shall be to contractor's account at the rates decided by the Engineer-in-Charge.

2.3.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable starting devices approved by the Engineer-in-Charge shall be provided by the Contractor For Motor s above 100 HP slipping induction motors will suitable starting devices as approved by the Engineer-in-Charge shall be provided by the Contractor.

2.3.10 The Contractor shall ensure at his cost that all electric lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied by the Owner.

2.3.11 The total requirement of power shall be indicated by the tenderer along with his tender.

2.4. Land for Contractor's Filed Office, Godown and Workshop :

2.4.1. The Owner will at his discretion and convenience and for the duration of the execution of the work may provide the land for construction of Contractor's field office, godown, workshops and assembly yard required for the execution of the contract nearer to the site.

The Contractor shall at his cost construct all these temporary buildings structures and provide suitable water supply and sanitary arrangement as approved by the Engineer-in-Charge and other inspectorates.

2.4.2. On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor fails to comply with these requirements, the Engineer-in-Charge has the right to remove any structure, such surplus, rubbish materials and depose off the same as he deems fit and get the site cleared and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed as aforesaid. The Owner reserves the right to ask the Contractor at any time during the pendancy of the contract, to vacate the land by giving 7 (seven) days notice on security reasons or on national interest or otherwise. A token rent of Rs. 100/- (Rupees One hundred only) per hectare or part thereof per annum or part thereof shall be charged for the land so made available.

Land provided shall be solely on licence basis which is terminable by at any time without notice or without assigning any reasons. In the event of any such termination or the termination of the contract/completion thereof, the contractor shall forthwith vacate the premises.

2.5. Land for Residential Accommodation:

Land for residential accommodation for staff and labour may be made available at the discretion of the Engineer-in-Charge and rent for the same will be as decided by the Engineer-in-Charge according to location and the area occupied by the Contractor.

SECTION - III
GENERAL INSTRUCTIONS TO TENDERERS

3. SUBMISSION OF TENDER:

3.1. The documents issued to the tenderers shall be as follows:

(i) One complete set of tender documents as per index sheet and drawings marked 'ORIGINAL' (To be submitted along-with the quotation).

(ii) One complete set of tender documents as per index sheet marked 'TENDERER'S COPY' (To be retained by the tenderer for reference).

3.1.1. The tender documents shall be in 2 parts viz. Technical Bid and Price Bid. Technical and Price Bid should be put in separate sealed cover and marked with the tender reference and name of the work. In addition, a note on the Price Bid "Quotation do not open" is to be superscribed. Both the sealed covers are to be put in a single sealed cover. The name of the work the tender reference and date of opening are to be superscribed on this sealed envelope also.

The technical Bid shall be opened in the first instance. Clarifications, confirmations, if any, shall be obtained with regard to technical specifications. After technical specifications are firmed up, if a tenderer revises his price bid, he is required to submit justification in support of the revision made. The price bid shall be opened thereafter.

3.2. If Addenda/ Corrigenda are issued to this tender document, they must be signed, submitted along-with the tender documents. The tenderer should write clearly the revised quantities in schedule of Rates of Tender Document and should price the work based on revised quantities when amendments on quantities are issued in addenda.

3.3. Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations. Should it however become unavoidable, deviations should be stipulated in the prescribed proforma only, contained in the proposal form. Owner reserves the right to evaluate the quotations containing deviations having financial implications, by adding the cost for such deviations are determined by Owner.

3.4. Tenders should be submitted in double sealed envelope with the name of work superscribed thereon and with the note "QUOTATION DO NOT OPEN" written prominently. The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover.

4.0. DOCUMENTS:

4.1.1 Bidders shall submit with his bids the particular/ documents as envisaged from Appendix (i) to (x) along with tentative construction net work/ Bar chart for completion of work taking into account various intermediate completion milestones/ component milestones and the overall completion of work under the contract.

4.1.2. Details to be submitted along with tender:

The tenders, as submitted will consist of the following:

The technical Bid and Price Bid shall be submitted as stated in para 3.1.1 Documents to be attached with price bid.

(i) Complete set of the tender document (marked ORIGINAL) as issued duly filled in by the tenderer as prescribed in different clauses of the tender document, signed and date affixed.

Documents to be attached with Technical Bid.

(ii) Earnest money in the manner specified in Clause 6 hereof.

(iii) The following proposal forms in FIVE copies

(a) Details of works of similar nature and magnitude carried out during last 5 years as per the Appendix – 1(A)
(b) Concurrent commitments of the tenderer as per the Appendix – 1(B).
(c) Details of equipments, tools and tackles proposed to be deployed for this work as per the Appendix – (II).
(d) Details of manpower proposed to be deployed for this work as per the Appendix – (III), indicating the qualification.
(e) Site organisation chart showing number of qualified engineers and supervisors etc. indicating their bio-data as per the Appendix – (IV), indicating the qualification.
(f) List of proposed sub-contractors to be deployed as per the Appendix – (V).
(g) Progress Billing as per the Appendix – (VI).
(h) Information about tenderers as per the Appendix – (VII).
(i) List of enclosures as per the Appendix – (VIII).
  a) Power of attorney
  b) Income tax & Sales tax clearance certificate.
  c) Solvency certificate from nationalised Bank
  d) Documents showing annual turnover.

(j) Exception and deviation which tenderer may desire to stipulate as per Appendix – (IX).

4.2 All pages to be initialled:

All signatures in tender documents shall be dated, as well as the pages of all sections of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3. Rates to be in Figures and Words:

The tenderer shall quote in English, in figures and in words for the rates and amount tendered by him in the Schedule of Rates forming part of the documents, in such a way that interpolation is not possible. The amount of each item shall be worked out and entered and requisite total given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

If some discrepancies are found between the rates given in works and figures or the amount shown in the tender, the following procedure shall be followed:-

a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

c) When it is not possible to ascertain the correct rate by either of above methods the rate quoted in words shall be taken as correct.

4.4. Corrections and Erasures:

All corrections and alterations in the entries of tender papers shall be signed in full by the tenderer with date. No erasures or over writings are permissible.

4.5. Signature of Tenderer:

4.5.1. The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names of the partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative and a power of attorney on the behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.

4.5.2. When the tenderer signs a tender in a language other than English, the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property. Their name occupation and address shall be stated below their signature.

5. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender document purchased by one intending tenderer to another is no permissible.

6. EARNEST MONEY:

6.1. The tenderer must pay earnest money as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be rejected. The earnest money can be paid in cash or by crossed demand draft or fixed deposit or Bank Guarantee from any Nationalised/ Scheduled Bank or Insurance Guarantee in the prescribed proforma as indicated in the tender document in favour of National Aluminium Company Ltd.

6.2. The Bank Guarantee so furnished by the tenderer shall be only in the proforma prescribed by the Owner and valid for six months from the date of opening of the tender. No interest shall be paid by the Owner on the Earnest Money deposited by the tenderer.

7. **VALIDITY:** Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender. The tenderers shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender or varying any terms in regard thereof without the consent a Owner in writing, the earnest money paid by him along-with the tender shall be forfeited.

8. ADDENDA/ CORRIGENDA:

8.1. Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the design or contract terms.

8.2. The Addenda/ Corrigenda will be issued in duplicate to each person or organisation to whom a set of tender documents has been issued. Each recipient should acknowledge the receipt of the same and attach one copy of the addenda/ corrigenda along-with his offer. All addenda/ corrigenda issued shall become part of Tender Documents.

9. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

9.1. The right to accept the tender will rest with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between two or more contractors or accepted in part (not entirely) if considered expedient. The quoted rates would hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or incomplete in any respect and / or the prescribed conditions are not

fulfilled are liable to be rejected. The decision for the owner in respect of the above shall be final and binding on the contractor.

9.2. Canvassing in connection with tenders is strictly prohibited. The submitted tenders of the tenderers who resort to canvassing are liable to rejection. Tenders containing uncalled remarks or any additional conditions are liable to be rejected.

10. THE SCHEDULE:

10.1. The work shall be executed strictly as per the Time Schedule given in Appendix –1. The period of construction given in time Schedule includes the time required for mobilisation as well as testing, rectification if any, re-testing and completion in all respects to entire satisfaction of the Engineer-in-Charge.

10.2. A joint programme of execution of the work will be prepared by the Engineer-in-Charge and contractor based on priority requirement of this project. This programme will take into account the time of completion mentioned in 19.1 above and the time allowed for the priority works by the Engineer-in-Charge.

10.3. Monthly/ weekly construction programme will be drawn up by the Engineer-in-Charge jointly with the Contractor, based on availability of work fronts and the joint construction programme as per 10.2 above. The contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel construction tools and tackles and he shall also supply himself materials of his scope of supply in good time to achieve the targets/ programmes. In all matters concerning the extents of targets set out in the weekly and monthly programmes and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

10.4. CONSTRUCTION SCHEDULE AND PRESENTATION:

The construction schedule shall be in the form of network of PERT CHART/ CPM or other suitable presentation for the programme of the work indicating therein the different components item of works and time required for completion of each components item wise/ month wise season wise so as to complete the work in all respects within the stipulated period. Before award of the work the contractor is also required to make the presentation to satisfy owner of their proposal for construction schedule in the form of BAR CHART and organizational resources, equipments, machinaries, manpower to be deployed for timely completion of the project.

11. **TENDERER'S RESPONSIBILITY:**

The intending tenderers shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the drawings and specifications.

12. RETIRED GOVERNMENT OR COMPANY OFFICERS:

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the State/ Central Government or of the owner is allowed to work as a contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained permission of the owner as aforesaid before submission of tender or engagement in the contractor's service as the case may be.

13. **SIGNING OF THE CONTRACT:**

The successful tenderer shall be required to execute an agreement with the Owner in the proforma attached with tender document within 10 days of the receipt by him of the notification of acceptance of the tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

14. FIELD MANAGEMENTS AND CONTROLLING AUTHORITY:

14.1 The field management will be responsibility of the Project Manager posted at site by the consultant and nominated by the owner. The Project manager shall work in accordance with the directions given to him from time to time by the project head.

14.2. The Engineer-in-Charge shall only co-ordinate with the other agencies engaged to work at site, to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute the works strictly in accordance with site instructions and avoid hindrance to the works being executed by other agencies. The instructions of the Engineer-in-Charge shall be binding on the contractor.

15. NOTE TO SCHEDULE OF RATES:

15.1. The schedule of rates should be read in conjunction with all the other sections of the tender.

15.2. The tenderer shall be deemed to have studied the drawings, specifications and details of work to be done within time schedule and to have acquainted himself of the conditions prevailing at site.

15.3. Rates must be filled in the original tender document. If quoted in separate typed sheets, no variation in time description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of rates shall be brought out in the terms and conditions of offer.

15.4. The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alternation of the rates quoted and accepted.

15.5. The owner reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

SECTION - IV
GENERAL OBLIGATIONS

16. INTERPRETATION OF CONTRACT DOCUMENTS:

16.1. Complete documents forming the contract are to be taken as mutually explanatory. Should there by any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to Engineer-in-Charge who shall give decisions and Issue to the contractor instructions directing in what manner the work is to be carried out. The decision of Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

16.2. Works shown in the drawing but not mentioned in the specification or described in specification but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.

16.3. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires words implying 'persons' shall include relevant 'corporate companies or registered association' or 'body of individuals' or 'firm of partnership' as case may be.

17. SPECIAL CONDITIONS OF CONTRACT:

17.1. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract Specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.

17.2. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

17.3. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.

(1) Schedule of quantities
(2) Technical specifications
(3) Special Conditions of Contract
(4) General Conditions of Contract

17.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.

17.5. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to.

Where the job specifications stipulate the requirements in addition to those contained in the standard codes and specification, these additional requirements hall also be satisfied.

18. Tenderer to Obtain his Own Information:

18.1. The tenderer shall for all purposes and whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details given in the Tender Document as guideline information to help the tenderer but to make- up the tender is not guaranteed.

18.2. The tenderer shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials and labour involved etc. and as what works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surroundings areas, to have satisfied himself to the nature of all existing structures, and also as to the nature and the conditions of available facilities like Railways, roadways, bridges culverts, means of transport and communications like by land, water or air and possible interruptions thereto the access to and egress from site and to have made enquiries, examined satisfied himself of the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation like depots, buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds and climatic conditions and all other similar matters affecting the works. He is deemed to have acquainted himself his liability for payment of Government Taxes, Customs Duties and other charges.

18.3. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information or issues stated at 18.2 or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.

18.4. Any change in layout due to site conditions or technological requirement shall be binding on the contractor and no extra claim on this account shall be entertained.

18.5. No verbal agreement or inference from conversation with any officer or employee of the Owner either before, during or after the execution of the contract agreement shall in any way affect or modify and of the terms or obligations herein contained.

19. Security Deposit:

19.1. A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs. 1 Crore, 71/2 % for the value of contracts over Rs. 1 up to Rs. 5 crores and 5%for the value of contracts over Rs. 5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.

19.2. This may be deposited initially at 2 ½% of the value of the contract (referred as initial Security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract upto Rs. 1 crore, 71/2 % for contract between Rs. 1 to Rs.5 crores and 5% for contract over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 below.

19.3. Alternatively the contractor may at his option to deposit the full amount percentage as mentioned 19.1 above towards deposit within 10 days of issue of notification accepting his tender. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.

19.4. The earnest money deposited with the tender shall be adjusted towards security deposit.

19.5. Contractor can furnish the initial or total security deposit amount (a) in Demand Draft or (b) through a Bank Guarantee from any Scheduled bank in the prescribed proforma.

19.6. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses form the contractor (for which the certificate of Engineer-in-Charge shall be final).

19.7. All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. In the event of his security being reduced by reasons of any such deduction or sale, the contractor shall within ten days

thereafter make good in cash, bank drafts, any sum or sums which may have fallen short or Security deposit amount or any part thereof. No interest shall be payable by the Owner for sum deposited as security deposit.

19.8. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

20. Forfeiture of Security Deposit:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government securities, etc. forming whole or part of such security deposit. In the event of security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor. The contractor shall pay to the Owner on demand any balance remaining due.

In the event of any breach by the contractor or any loss or damage occasioned to the owner which in the opinion of the owner has arises, the decision where of shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the security deposit is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

21. Time of performance:

The work covered by this contract shall be commenced within twenty one days after the issue of the letter of acceptance of tender and be completed in stages on or before the dates as mentioned in the time schedule of completion of works. The contractor should bear in mind that time is the essence of the contract, unless such time be extended pursuant to the provision of clause No.22 Request for Revision of Construction time after tenders are opened will not receive consideration. The above period of twenty one days is included within the overall completion schedule, not over and above the completion time.

22. Extension of Time.

22.0. The application for extension of time is to be given to project head through the engineer –in-charge and the project head may authorise extension of time after considering the due merits.

Whenever extension of time is granted by the project head, the same shall be on the existing terms and conditions of the contract and without any additional financial liability to the Owner. The contractor in any case shall have no claim whatsoever for any type of compensation on account of any delay attributable to any one.

23. Force Majeure:

23.1 Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts or war rebellion, sabotage, fire, floods, explosions riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract.

23.2 Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

24. Compensation For Delay:

24.1. Time is essence of the contract. In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay to the Owner as compensation, an amount equal to 1% of the value of contract per week of the delay subject to a maximum of 10% of the value of the contract. This is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay /breach on the part of the contractor and he agrees to pay the said amount on demand without going in for any proof of the actual loss or damages caused by such delay/ breach.

24.2. To ensure good progress during execution of work, the contractor shall be bound in all case in which the time allowed for any work exceeds by one month to complete one-fifth of the work before one-fourth of the time allowed under the contractor has elapsed, three-eighth of the work before the half of such time has elapsed and three-fourth of the work before three–fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation for delay an amount as stipulated above. The compensation for delay so paid shall not relieve the contractor from his obligations to complete the work or from any other obligations and liabilities under this contract.

25. Failure by the Contractor to Comply with the Provisions of the Contract:

25.1. If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -

(a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or

installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

(b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner. Besides, the contractor shall also be liable for any compensation accruing under clause 24.

(c) In other cases, the decision of the Owner is binding on the contractor.

25.2. In such events of clause 25.1 (a) or (b) above

(a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

(b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorised or required to be reserved or retained by the Owner.

25.3. Before determining the contract as per clause 25.1 (a) or (b) provided in the judgement of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

25.4. The Owner shall also have the right to proceed or take action as per 25.1 (a) or Clause 25.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his

creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

25.5. Termination of the Contract as provided for in sub-Clause 25.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued upto the date of such termination.

26. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 25.

In any case in which any of the powers conferred upon the owner by clause 25 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers vested in him under the proceeding clause no. 25 he may if he do so desires, take possession of all or any tools and plants, materials and stores in or upon the works of the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorised agent, requiring him to remove such tools, plant, materials or stores form the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in- Charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contract and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

27. No Compensation For Alteration in or Restriction of Work:

At any time from the commencement of the work if the Owner decides for whatsoever reason, not to carryout the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

28. Change in Constitution:

When the contractor is a partnership firm the prior approval in writing from the Owner shall be obtained before any changes are made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern. Such approval as aforesaid shall, like wise be obtained before such contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval is not obtained. The contractor shall be deemed to have been allotted in contravention of Clause - 34 hereof and the action and consequence shall ensure as provided in that clause.

29. Termination of Contract For Death:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the contractor is a partnership concern and one of the partners dies then, unless the Owner is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing contract, he (the Owner) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Owner in such assessment shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the diseased contractor and / or the surviving partners of the contractor's firm liable for any damages for non- completion of contract.

30. Members of the Owner Not individually Liable:

No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

31. Owner Not Bound by Personal Representation:

The Contractor shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding promise or guarantees given or to have been given to him by any person.

32. Contractors Office at Site:

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer –in-Charge from time to time and the whole document to be preserved and handed over after completion of works.

33. Contractor's Sub-ordinate Staff and their conduct :

33.1. The contractor on award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials if any, shall be issued and instruction for works given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types works comprised in the contract in such manner as will ensure the best quality and expeditious working. At any time of in the opinion of the Engineer-in- Charge any additional, qualified experienced staff is considered necessary, they shall be employed by the contractor without additional charge. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub- contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

33.2. If any of the contractor's sub-contractor's, agents, sub-agents, assistants, foremen or any employee in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner Engineer-in-Charge, undesirable for administrative or any other reasons, for such or person (s) to be employed on the works, then at the directions of Engineer-in-Charge the Contractor shall at once remove such person (s) from employment with the works without the written permission of the Engineer –in-Charge. Vacancy so created shall be immediately filled at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.

33.3. The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others, shall exercise proper degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit/ prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or the properties or the occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.

33.4. If and when required by the Owner, all contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on Owner's premises.

33.5. It is made clear that no relationship of employer and employee is created between the owner and the contractor labourer and no claim for employment of any such labourer shall be tenable or entertained.

34. Sub-Letting Work:

34.1. No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clauses without the consent in writing of the Owner.

34.2. Sub – Contracting of Works:

The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of the works at the site, provided the contractor submits each individual sub-contract to the Engineer-in-Charge for approval of mode of operation and agency for the work. The contractor is advised not to enter into contract before the consent of Engineer-in-Charge.

34.3. **List of sub-contracted works to be furnished:**

At the commencement of each month, the contractor shall furnish to the Engineer-in-charge, a list of sub-contractors, persons or firms engaged by the contractor and worked at the site during the previous month with particulars like general nature of the sub-contract or works done by them.

34.4. Contractor's liability not Limited by Sub-Contractors:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractors shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-contract or sub-letting had not taken place, and as if such work had been done directly by the contractor.

34.5. Owner may terminate sub-contracts:

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract. The contractor upon the receipt of such notice shall terminate and dismiss the sub-contract and the sub-contractor. The owner shall have the right to remove such sub-contractor from the site if contractor fails to vacate the sub-contractor immediately.

34.6. No remedy for action taken under this clause:

For action taken by the owner under the clause shall not relieve the contractor of any of his liabilities under the contract or give rise to any right or compensation, extension of time or otherwise.

35. Power of Entry:

If the contractor shall not commence the work in the manner described in the contract documents or if he at any time in the opinion of the Engineer-in-Charge.

(i) fail to carry on the works in conformity with the contract documents or
(ii) fail to carry on the works in accordance with the contract schedule or
(iii) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge or
(iv) fail to carry on and execute the works to the satisfaction of Engineer- in-Charge or
(v) fail to supply sufficient or suitable constructional plant, temporary works, labour materials or other things or
(vi) Commit, suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer-in-Charge requiring such breach to be remedied or
(vii) If the contractor abandons the works or
(viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the contractor's licence to use the same, and to complete the works by his agents, other contractors, or workmen, or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto and if the Owner shall by reason or his taking possession of the work or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer–in-Charge shall be deducted form any money which may be due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plan, materials etc. constructed by or belonging to and

to recoup and retain the said deficiency or any part thereof out of the proceeds or the sale.

36. Contractor's Responsibility with other Agencies:

36.1 Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close cooperation and to coordinate in the works with the mechanical, electrical, air-conditioning and intercommunication contractors and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc. in wall, slabs beams and column etc. and making good the same to the desired finish as per specification, for the placement of electrical and intercommunication cables, conduits, air-conditioning inlets and outlets, grills and other equipment in the false ceiling and other partitions, the contractor before starting up the work shall in consultation, with the electrical, mechanical, inter-communication, air-conditioning contractors and other agencies prepare and put up a joint scheme, showing the necessary opening, grooves, recesses, cuts, the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in-Charge and get the approval. The contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the written agreement of the other agencies. The Engineer-in-Charge, before communicating his approval to the scheme, with any required modifications shall get the final agreements of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

36.2 The contractor shall conform in all respect with the provisions any statutory regulation, ordinance or bye-laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statues, ordinances, laws, rules, regulations, etc.

37. Other Agencies at Site:

The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained due to work being executed in the above circumstances.

38. Serving of Notices:

38.1. To the Contractor:

Any notice may be served on the contractor or his duly authorised representatives at the job site or by registered mail directly to the address furnished by the contractor. Proof of issue of such notice should be conclusive of the contractor having been duly informed of the contents.

38.2. To the Owner:

Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s. National Aluminium Co. Ltd. addressed to the head/ site in-charge.

38.3. Rights of various Interests:

(i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford the other contractors all reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

(ii) Wherever the work being done by any department of the Owner or by the contractor employed by the Owner as per the contingent upon work covered by this contract, the respective rights and various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

40. Patents, Royalties, Rent and Excavated Material:

40.1. The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials composition matters, to be used or supplied or methods and processes to be practiced or employed the performance of this contract, is covered by a patent under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any royalty or obtain any such license, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his Own expense and the contractor will pay damages and costs awarded in such suit. The contractor shall promptly notify the Owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment, machinery, materials, process, methods, to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

40.2. All charges on account of royalty, tollage, rent octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the contractor.

40.3. The contractor shall not set or otherwise dispose of or remove except for the purpose of this contract, the sand stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the works or any building or produce upon the sited at the time of delivery of the possession thereof, but all such substances, materials buildings and produce shall be the property of the Owner provided that contractor may with the permission of the Engineer-in-Charge, use the same for the purpose of the works by payment of cost of the same at such a rate as may be determined by the Engineer-in-Charge.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims against contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on patent right. With respect of any sub- contract entered into by the contractor pursuant to the provisions on the respect to any sub-contract entered into by the contractor pursuant to the provisions of the relevant clause thereof, the contractor shall obtain from the sub contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

41. Liens:

41.1. If at any time there should be evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor, if any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payment and reasonable expenses. Owner reserves the right to the same.

41.2. **Nothing Extra for Adverse Sub-Soil Conditions**:
The nature of sub-soil of the work site varies widely horizontally and vertically. The KI and KII values also vary widely from place to place. In addition the water bearing seems are also conspicuous with the water table at a depth of 0.75 to 3.0 metres from ground level. A number of cohesive and non-cohesive strata are available particularly everywhere. The contractor shall have to make cuts and resort to pumping with due care to avoid collapsing of sides and occurrence of 'Piping'. The Contractor shall also be careful to avoid occurrence of excessive 'heaving' by avoiding keeping the excavation proposed to atmosphere for a longer period.

41.3. Slips and falls in excavation shall be cleared by the contractor at his own cost.

Excessive heaving shall have to cut and refill with lean concrete by the contractor at his own cost. The contractor shall have to adopt under-water work in case of occurrence of piping/ quick condition without any additional cost to the Owner.

The contractor will be paid for the earthwork as per the drawing. The slopes etc. as required for the safety of the work has to be provided as per the decision of the Engineer-in-Charge at his own cost. All types of dewatering including seepage, rain water entering. The earthwork in excavation or from any other source is to be done by the contractor at his own cost till the completion of foundation upto ground level including back filling.

41.3. No Compensation in case of change of Location of site :

Change of location of site do not invalidate the contract and tenderer have no claim for any compensation for such changes.

SECTION – V
PERFORMANCE OF WORK

42. **Execution of Works**:
All the work shall be executed in strict conformity with the provisions of the contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour, through out the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

43. **Coordination and inspection of Works**:
The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge or his authorised representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorised representative by way of acknowledgement within 12 hours.

44. Works in Monsoon and Dewatering:

44.1 The execution of work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job. And plan execute the construction and erection according to the prescribed schedule. No extra will be considered for such work in monsoon.

44.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

45. Work on Sundays and Holidays:
For carrying out works on Sundays and holidays, the contractor will to keep Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the Owner shall have no liability whatsoever on his account.

46. General Conditions of Construction and Erection Work:

46.1 The working time at the time of work is 48 hours per week. Overtime work is permitted in case of need and the owner will not compensate the same. Shift-working at 2 or 3 shifts per day will become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

46.2 The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof or for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for old time payment whatsoever.

46.3 The contractor shall submit to the Engineer-in-Charge reports at regular intervals regarding the state and progress of work. The contract shall provide display boards showing progress and labour strength at work site, as directed by the Engineer-in-Charge.

46.4 The site of work will be released progressively in stages and no claim for any compensation or damages will be tenable for non-release of the entire site at a time.

47. Drawings to be supplied by Owner:

47.1 The drawings attached with tender are only for the general guidance to the contractor to enable him to visualise the type of work contemplated. The contractor will be deemed to have studied the drawings and formed an idea about the total work involved.

47.2 In the Course the progress of work detailed working drawings on the basis of which actual execution of the work has to proceed, shall be furnished in stages. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully, in conjunction will all other connected drawings and discrepancies if any, shall be brought to the notice of the Engineer-in-Charge, before actually carrying out the works.

47.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the contract period. The drawings and other documents issued shall be returned to the Owner on completion of the works.

48. **Drawings to be supplied by the Contractor**:

48.1 The drawings/data which are to be furnished by the contractor are enumerated in the special conditions of contract and shall be furnished within the specified time.

48.2 Where approval of drawings for manufacture/construction/fabrication has been specified it shall be contractor's resposibility to have these drawings prepared as pe r the directions of Engineer-in-Charge and get them approved before proceeding with manufacture/construction/fabriction works as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final approved drawings shall bear the certification stamp duly signed by both the contractor and the Engineer-in-Charge as indicated below.

"Certified true for …….
(Name of work)

Agreement No ……

Signed
(**Contractor**) (**Engineer-in-Charge**)

48.3 A period of 3 weeks from the date of receipt shall be required for approval of drawings by the Engineer-in-Charge.

48.4 As built drawing showing all Corrections, adjustments etc. shall be furnished by the Contractor in five copies and one transparent to record purposes to the owner.

49 Setting Out Works:

49.1 The Engineer-in-Charge shall furnish to the contractor with only the four corners of the work site that is plant boundary limits, and a level bench mark only. The contractor shall set out the works, provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

49.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance. He shall be responsible for their consequences arising of such removals, disturbances corrections thereon and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfation of the Engineer-in-Charge. The approval thereon or jointing with the contractor by the Engineer-in-Charge in setting out the work, shall not relive the contractor of any of his responsibilities.

49.3 Before beginning the work the contractor shall at his own cost, provide all necessary reference and level posts-pegs, bamboos, flags, ranging rods, strings, and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal, face and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to eable the theodolite to be set over it. No work shall be started until all these points arechecked and approved by Engineer-in-Charge in writing, but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, materials and other facilities as necessary, for the proper checking or layout and inspection of the points during construction.

49.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and faced by the contractor.

49.5 On completion of work, the contractor must submit the geodetic documents according to which the work was carried out.

50. Responsibility for Level and Alignment:

50.1 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

50.2 Lighting, Watch & Ward:

The contractor shall in connection with works provide and maintain at his own cost all lightings, guards, fencing and watch and ward and the security of the entire work in progress in cluding all the machineries, materials shall be the responsibility of the contractor till taken over by the owner by way of the written taking over certificate.

51. Materials to be Supplied by Contractor :

51.1 The contractor shall procure and provide the whole of the materials required for the construction including M.S. Rods, Cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The owner may give necessary recommendation to the respective authorities, if so desired by the contractor, but assumes no further responsibility of any nature. The owner will insist on the procurement of materials which has the approval of Indian Standards Institution having ISI stamp and/or which are supplied by reputed suppliers borne on DGS & D list.

51.2 The contractor shall properly store all materials either issued to him or brought by him to the worksite to prevent damages due to rain, wind, direct exposure to sun etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The contractor shall maintain sufficient stocks of all meterials required by him.

51.3 No material shall be despatched from the contractor's stores before obtaining the approval in writing of the Engineer-in-Charge.

51.4 All plants, tools and other materials brought by the contractor to the site must be declared at the time of bringing the same to the site.

52. Stores Supplied by the Owner:

52.1 If the specification of the work provides for the use of any material other than Steel & Cement of special description to be supplied from the Owner's stores or it is required that the contractor shall use certain stores to be provided by

the Engineer-in-Charge, such materials and stores, and price to be charged therefore as hereinafter mentioned being so far as practicable for the convinience of the contractor, but no so as in way to control the meaning or effect of the contract, the contract shall be bound to purchase and shall be supplied much materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of materials supplied by the Owner will be recovered from the Running Account Bill on the basis of actual consumption of materials (after taking into account any wastage allowance as may be provided for in the contract). The contractor should raise requisite copies of indents in a proforma as prescribed by the Engineer-in-Charge and no claim whatsoever will be entertained by the Engineer-in-Charge on this account. After completion of the works, the contractor is required to account as per relevant clauses in this document, for the full quantity of materials supplied to him.

52.2 The value of the stores/materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of thecontract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the obsolute property of the Owner and shall not be removed on any account from the site of the work and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition at contractor's cost.

52.3 Steel & Cement:

52.3.1 If the specification of the work provides for the use of steel or cement such items of steel and cement to the extent required as per the specification of the works, shall be supplied at Owner's stores by the Owner for utilisation in the work on non-chargable basis from time to time depending upon the progress of the work. The tender rates shall be exclusive of the cost of steel and cement to be supplied as per the specification of the work, However, in case of flats and chequeuered plates the same have to be procured by the contractor at his own cost.

52.3.2 Such materials of steel and cement shall be issued only for permanent works and not for making other temporary works etc. Contractor shall bear all cost including lifting and loading carting from issue points to work site/contractor stores, custody and handling etc. and return of surplus serviceable/unserviceable materials to owner's store or other places to be designed by owner and no separate payment for such expenditure shall be made.

52.3.3 Items of steel as per specification of the work as mentioned above shall be supplied in the available length only. No claim on account of supply of non-standard length shall be entertained. Steel materials shall be issued on actual weight basis.

52.3.4 Cement as mentioned above will be supplied to the contractor a receive from the manufacturer/stockist. The theoretical weight of each bag of cement supplied will be considered as 50 Kg.

52.3.5 Scraps & Surplus Material:

The Contractor shall return all the surplus/unutilised as well as the scraps and wastages out of the materials supplied to him to the Owner's stores in a perfectly good condition at the contractor's cost. However, the following scraps allowances are permissible.

		Unaccountable	**Accountable**
(i)	Cement	3%	Nil
(ii)	Reinforcement Steel	½%	2.5%
(iii)	Steel structural (Plates & Sections)	½%	4.5%
(iv)	M.S. Plates for fabrication of Pipes	½%	As per cutting diagrams approved by Engineer-in-Charge before cutting and fabrication.

52.3.6 Return of unutilised/surplus materials and scrap/wastage:

In respect of any utilised/surplus quantities of cement and steel supplied by not accounted for and or returned by the contractor shall pay to the Owner amounts at the penal rate of twice the SAIL, Bhubaneswar Stock-yard rate of that particular section of steel and cement as the case may be as on the date of accountability. If the Contractor fails to return the scraps/wastage generated as per the above percentage, recovery of such scrap/wastage shall be made at the rate of Rs. 7000/- per tonne.

The charging of penal rate shall be without the prejudice to the other remedies or action available to the owner against the contractor including any criminal action.

52.3.7. **Accounting for Materials:**

Every month the Contractor shall submit a statement for all the materials supplied to him by the owner in the proforma prescribed by the Engineer-in-Charge.

52.3.8 On completion of the work, the Contractor shall submit material appropriation statement for the materials supplied to him by the Owner.

52.3.9 All materials supplied to the contractor shall remain the absolute property of the all times and title therein shall not pass to the contractor at any time. The possession of the materials in the hands of the contractor is only for the

purpose of incorporating the same in the Owner's work. The material supplied shall not be removed by the contractor on any account from the site of work and shall be at all times open for inspection by the Engineer-in-Charge or owners reprsentative. The contractor shall not use the materials supplied to him for any purpose or work other than the work, which the said materials are supplied.

53. **Conditions for issue of Materials:**

(i) Materials specified as to be issued by the Owner will be supplied to the contractor by the Owner from his stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site work at his own cost. The material shall be issued during the working hours of his Stores and as pe the rules of the Owner framed from time to time.

(ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

(iii) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the purpose.

(iv) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.

(v) It shall be duty of the contractor to inspect the materials supplied to his at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and.or replaced by him at his own cost according to the directions of the Engineer- in-Charge.

(vi) The Owner shall not be liable for delay in supply or non-supply of any materials, which the Owner has unertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on his account.

(vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If however in the opinion of the Engineer-in-Charge the execution of the work. Is likely to be delayed due to the contractor's inability's to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with the Owner or procure the materials from the market or elswhere. The contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This however, does not in anyway absolve the contractor from responsibility of making arrangement for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the exectution of the work.

(viii) Non of the materials supplied to the contractor will be utilised by the contractor for manufacturing item which can be obtained as supplied from standard manufacturer in finished form unless approved by Engineer-in- Charge in writing.

(ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond in the prescribed form for safe custody, usage and accounting of all materials issued by the Owner.

(x) The contractor shall furnish to Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of material.

(xi) Account of the materials to be issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand in a manner prescribed by the Enginner-in-Charge. All connected papers requisitions, issues returns etc. shall be always available for inspection in the contractor's office at site.

(xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidential charges for returning the surplus materials, if any, to the stores, place of issue or to the place as directed by the Engineer-in-Charge.

(xiii) Materials/equipment supplied by Owner shall not be utilised for any other purpose (s) than issued for.

(xiv) The owner may issue the material in phases at his discretion keeping in view the programmes of the work.

(xv) In case of free issue of materials, the contractor shall submit an indemnity bond in the prescribed format for 80% (eighty) value of the materials and a bank guarantee for 20% (twenty) of the value of the materials. The indemnity bond and bank guarantee shall be valid till the material acount is totally settled.

54. **Return of Surplus:**

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under orders, or permits or licences issued by government the contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Owner and return, if required by the project head all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as the Project head shall determine having due regard so the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the project head shall be final and conclusive in such matter. In the event of breach of the aforesaid conditions, the contractor shall, in the terms of the licences, or permits and/ or

for criminal breach of trust, be liable to compensate the Owner at double rate or any higher, in the event of those materials at the time having higher rate or not being available in the market, then any other rate to be determined by the project head and his decision shall be final and conclusive.

55. **Materials Obtained From Dismantling:**
If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 57 and 65 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

56. **Articles of Value Found:**
All gold silver and other materials of any descriptions, precious stones, coins, treasures, relics, antiques and other similar things which shall be found, in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time delivery the same to such person or persons indicated by the Owner.

57. **Inspection of Works:**

57.1 The Engineer-in-Charge will have full power and authority to inspect the works in progress at any time wherever the premises/ workshops situated, of the Contractor, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be supplied.. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge carry out such inspection. The contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

57.2 The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of failure of above the same shall be uncovered and all facilities made available again at contractor's expense for carrying out such measurement or inspection.

57.3 The contractor is to provide at all times during the progress of the work and maintenance period proper means at access with ladders gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-in-Charge.

58. **Assistance to the Engineer:**
The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instructions and assistance in checking of settling out of works and

in the checking of any works made by the contractor for the purpose 0f setting out and taking measurements of work.

59. **Discrepancies between instructions:**
Should any discrepancy arise between the various instructions furnished to the contractor or his agents or staff or if any doubt arises on the meaning or implementation of any such instructions or should there be any difference of opinion on the issues, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decisions thereon shall be final and conclusive. No claim on losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

60. **Alterations in Specifications and Designs and Extra Works:**

(a) The Project Head shall have power to make any alterations, in omission from additions to or substitutions, for the schedule of rates, the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out such altered/ extra/ new items of work in accordance with any instructions which may be given to him in writing signed by the Project Head and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job at the discretion of the Project Head for any such alterations, additions, or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under the clause shall be worked out in accordance with the following provisions:-

(b) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

(c) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of work as are specified in the contract for the work. The opinion of the Project head as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on the contractor.

(d) If the rates for the additional, altered or substituted work can not be determined in the manner specified in sub-clause (a) & (b) above, then the contractor shall within 7 days of the date of receipt of order to carry out

the work, inform the Project Head of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the project Head shall determine the rate or rates on the basis of the prevailing market rates of materials plus labour cost including equipment hire charge at schedule of hourly/ daily rates plus 15% to cover contractor's supervisions overhead and profit and pay to the contractor accordingly. The opinion of the Project Head to current market rates of the materials and the quantum of labour and equipment involved per unit of measurement will be final and binding on the contractor. The schedule of hourly/ daily rates shall be as enclosed.

61. **Action Where no Specification is issued:**
In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender document such work shall be carried out in accordance with the Indian Standard Specifications. If the Indian Standard Specifications do not cover the same, the work should carried out as per standard Engineer in Practice subject to the approval of the Engineer-in-Charge.

62 **Abnormal Rates:**
The contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of contract. This will avoid loss of profit or gain in case ofcurtailment or change in specification for any other item. In case the rate quoted by the tenderer for any item are usually high or unusually low it will be sufficient cause of the rejection of the tender unless the Owner is convinced about the reasonableness of the analysis for such rate furnished by the tenderer (on demand) after scrutiny.

63. Tests For Quality Works:

63.1 All materials and workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests at contractor's cost as the Engineer-in-Charge may direct at the place of manufacture or fabrication or at the site or at all or any such places. The contractor shall provide assistance, instruments, machines, labour and materials as are required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

63.2 All the tests that will be necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of this Owner if available by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facilities with the Owner, the required laboratory as directed by Engineer-in-Charge.

63.3 If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the contractor, such tests shall be

carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

64. Samples:

The contractor shall furnish to the Engineer-in-Charge for approval when request or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in sample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples.

65 Liabilities for Defect, Imperfections etc. and Rectifications Thereof:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any matrials or articles provided by the contractor for the execution of work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in- charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

66. Suspension of Works:

(i) Subject to the provision of sub para (ii) of this clause, the contractor shall if orderded in writing by the Engineer-in-Charge., or his representative, temporarily suspend the works or any part thereof such period and such time as so orderded and shall not, after receiving such written orders, proceeds with the work therein, orderded to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compesation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor should be apply for the same provided that the suspension was not consequent to any default or failure on the part of the contractor.

(ii) In case of suspension of entire work, orderded in writing by the Enginner-in-Charge, for a period of more than two months, the contractor shall have the option to terminate contract.

67. Possession Prior to Completion:

The Engineer-in-Charge shall have the right to take possession of or any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by the Engineer-in-Charge delay the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

68 Twelve months Period of Liability from the Date of Issue of Completion Certificate:

68.1 The contractor shall gurantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer-in-Charge which is indicated in the completion certificate. Any damage or defect that may arise though remained undeiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default the Engineer-in-Charge may cause the same to be made good by other agency and deduct expenses (of which the certificate or Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

68.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this in writing to the notice of the Engineer-in-Charge.

68.3 Care of works:

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

68.4 Defects Prior to Taking Over:

If at any time before the work is taken over, the Engineer-in-Charge shall:

(a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion therof are defective, or do not fulfil the requirements of contract (allsuch matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 68.1 of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

68.5 Defect After Taking Over:

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective materials supplied by the contractor or that may have been notices or developed, after the works or group of the works has been taken over, the period allowed, for carrying our such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be a liberty to use the work or any portion therof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

68.6 Guarantee/Transfer of Guarantee:

For works like water-proofing, acid & alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the contractor shall invariable engage sub-contractors who are specialists in the field and firms or repute and such a sub-conractor shall furnish guarantees for their workmanship to the Owner, through the contractor. In case such a sub-contractor/firm is not prepared to furnish a guarantee to the owner, the contractor shall give that guarantee to the Owner directly.

SECTION – VI
CERTIFICATE AND PAYMENT

69. SCHEDULE OF RATE AND PAYMENTS:

69.1 **Contractor's Remuneration:**

The price to be paid by the Owner to the contractor for the whole of the work done and for the performance of all the obligations undertaken by the contractor under the contract document shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with clause No. 69.2) and payment to be made accordingly to the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall(exception only as and to the extent expressly provided here in) constitute the sole and inclusive of remunaeration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

69.2 Schedule of Rates to the Inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind 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. Hr shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to completer 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.

Generality 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 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 or 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.

69.3 Schedule of rates to cover Cconstructional Plant, Materials. Labours etc.:

Without in any way limiting the provision of other subclauses the schedule of rates shall be deemed to include the 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 items in the schedule of quantities and

the execution of the works or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents or as may be orderded in writing during the continuance of the contract.

69.4 Schedule of Rates to cover Royalties, Rents and Claims:

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles, processes, protected by letters, patent or otherwise incorporated in or used 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 an 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, processes or charges if levied on materials, equipment or machinery to be brought to site for use on work, shll be borne by the contractor.

69.5 Schedule of Rates to cover taxes and duties:

No exemption or 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 or 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 be obtain and pay for all permits or other privileges necessary to complete the work.

69.6 Schedule of Rates to cover Risk of Delay:

The schedule of rates shall be deemed to include and cover the risk of all responsibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the owner in the exercise of his powers and on account of extension of time granted due to various and for all other possible or probable causes of delay.

69.7 Schedule of Rates cannot be altered:

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.

69.7.1 The schedule of rates to cover for working in operating plant. Contractor's rates shall be deemed to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipments 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 thirty party including over head and underground cable/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. Since the work is to be executed for the expansion of the plant, the rate of the contractor shall also deem to include all interference/obstruction/interruption for which no compensation shall be paid to be contractor.

70. Procedure For Measurement/ Billing of Work in Progress:

70.1 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the contractor's authorised agent progressively. Such measurements will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

70.2 Billing:

The contractor will submit a bill in approved proforma in accordance with the contract terms and the agreed billing schedules in quintuplicate to the Engineer-in-Charge giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days form presentation of the bill.

70.2.1 The bill shall be submitted by the contractor in computerised formats approved by the owner. The bills along-with floppies containing measurement of work, particulars of materials, recoveries etc. have to be submitted to the owner.

70.2.2 For lump-sum contracts, the payment will be according to agreed billing schedule. No adjustment shall be allowed in lump-sum prices for any variations in the quantities, specifications etc. shall take or a cause to be taken the requisite measurement for the purposes of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

70.3 Secured Advance on Materials:

In case of tenders for completed items of works, contractor may be allowed "Secured Advance" on the security of materials brought to site for execution of the contracted items of work to the extent of 75% of the value of materials which go into the completed works as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that formal

agreement is drawn up with the contractor under which the Owner secures a lien on the materials and is safe guarded against losses due to the contractor postponing the execution of the work or to the improper storage &/or misuse of the materials and against the expenses entitled for their proper watch and safe custody. Recoveries of advances so made would not be postponed until the whole of the work entrusted to the contractor is completed. They should be adjusted from his running account bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used and billed for.

70.4 **Dispute in Mode of Measurement:**
In case of any dispute as to the made of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

70.5 Rounding of Amounts:
In calculating the amount of each item due to the contractor in every certificate prepared for payment, sum of less than 50 paisa shall be omitted and the total amount on each certificates shall be rounded off to the nearest,
i.e. sum of less than 0.50.p shall be omitted and sums of 0.50p and more upto one rupee shall be reckoned as one rupee.

71. LUMPSUMS IN TENDER:
For the item in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, or determination, the Owner may at his discretion pay the lump-sum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum payable to him, under the provisions of this clause.

72. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE:
All Running Account Payment shall be regarded as Payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due Performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it, conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month from the sate of physical completion of the work, otherwise,

the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

73. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT:

Should the contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works arising under the terms of this contract he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claims with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any right in respect thereof.

74. PAYMENT OF CONTRACTOR'S BILL:

No payment shall be made for works estimated to cost less that Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more that Rs. 10,000/- the contractor, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc. or any statutory recoveries.

Payment due to the contractor shall be made by the Owner, by Crossed Account Payee Cheque forwarding the same to registered office or the notified office of the contractor. In no case will owner be responsible if the Cheque is mislaid or misappropriated by un-authorised person/ persons. In all cases, the contractor shall present his bill duly pre-receipted on proper revenue stamp.

All payment shall be made in Indian Currency.

75. Receipt For Payment:

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractors are described in their tender as limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authority to give effectual receipt for the company.

76. Completion Certificate:

76.1. Application for completion certificate:

When the contractor fulfils his obligation under clause 69.4 he shall be eligible to apply for completion certificate in respect of the work by submitting the completion documents along with such application for completion certificate.

The Owner or his representative shall normally issue to the contractor the completion certificate within one month after receiving an application therefor from the contractors after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

76.2. Completion Certificate:

Within one month of the completion of work in all respects, the contractor, shall be furnished with a certificate by the owner or his representative of such completion but no completion certificate shall be given not shall the work be deemed to have executed until all, scaffolding, surplus materials and rubbish is cleared off the site completely not until the work shall have been measured by the Engineer-in-Charge, whole measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the owner, until all the temporary work, labour and staff colonies etc. constructed are removed and work site cleared to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Completion Certificate shall be in 3 parts as follows:

(1) Physical/ Mechanical Completion work.
(2) Satisfactory completion of commissioning of equipment with load.
(3) Satisfactory completion of guarantee.

The contractor shall clearly indicate the 3 dates separately.

76.3. Completion Documents:

For the purpose of Clause 76 the following documents will be deemed to form the completion documents:

(i) The technical documents according to which the work was carried out.

(ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution and signed by the Engineer-in-Charge.

(iii) Completion Certificate for embedded and covered –up works.

(iv) Certificate of final levels as set out for various works.

(v) Certificate of tests performed for various works.

(vi) Material appropriation statement to the materials issued by the owner for the works and list of surplus materials returned to the owner's store duly supported by necessary documents.

(vii) Physical/ Mechanical Completion work.

(viii) Satisfactory completion of commissioning of equipment with load.

(ix) Satisfactory completion of guarantee.

The Contractor shall clearly indicate the 3 dates separately.

77. Final Decision And Final Certificate:

Upon the expiration of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein provided in clause 68.1 and that the contractor has in all respect duly made up all subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the right of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate, herein referred to as the final certificate, to the effect and the contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

78. Certificate And Payments No Evidence of Completion:

Except the final certificate no other certificate or payment against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract of any part thereof or of occupancy or validity of any claim by the Contractor.

SECTION – VII

TAXES AND INSURANCE

79. TAXES, DUTIES, OCTROI ETC.

79.1. The Contractor shall defray all charges, such as rent, toll local taxes excise duty, other payments and compensations, if any, in connection with the procurement and handling of materials, fabrication and execution of works or any method or process connected with the works or Temporary works.

Sales Tax or any other tax on materials required for the works as also Tax on works contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this regard.

79.2. Notwithstanding anything contained elsewhere in the contract, the owner shall deduct at source from the payments due to the contractor, the taxes as required under Section -13–AA of the Orissa Sales Tax Act or as amended from time to time or under any other statue. The amounts so deducted shall be deposited by the Owner with the Sales Tax authorities as per Law. It is for the contractor to deal with the Sales Tax authorities directly in respect of any claim or refund relating to the above deductions and the owner shall not be liable or responsible for any claims or payments or reimbursement in this regard.

80. INSURANCE:

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows:

80.1 Employees State Insurance Act:

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act., 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless form any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor or Sub-contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub- contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's

contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, have been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

80.2 Workmen Compensation and Employees Liability Insurance:

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

80.3 Any other insurance required under Law or Regulations or by Owner:

Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

80.4 Accident or Injury to workmen:

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

80.5 Transit Insurance:

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.

81 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:

81.1 Contractor's rate shall deem to include taking into account that he has to work in operating plant 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 a third party including over head and underground cables, pipelines. In the event of such damages including eventual loss of production and operation of the plants 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.

81.2 Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work or Owner. If such loss or damages is due to fault and or the negligence or willful acts or omission of the contractors, his employees, agents, representatives or sub-contractors.

81.3 The contractor shall indemnify and keep the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/ or negligence or willful acts or omission of the contractor, agents, representative or sub-contractor.

82 DEMURRAGE DUES:

The contractor shall pay demurrage charges incurred by the Owner because of the contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/ or Transport Agency for such loading or unloading as charges incurred by the contractor within the permissible time as also charges due on consignments booked by or to him. In case the contractor fails to pay these charges, these charges shall be deducted from any sums, which may be due or become due to the contractor in terms of this contract and/ or any other contract.

SECTION – VIII
LABOUR LAWS AND ARBITRATION

83 LABOURER LAWS:

Contractor shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his workers upon the Project or any portion thereof and shall exclusively bear the consequences of failure to comply therewith Contractor shall Indemnify and hold Engineer and Owner harmless from any claims, fines or penalties which may be made against Engineer or Owner as result of Contractor's failure to fulfil these obligations.

Without limiting the generality of the foregoing, Contractor shall fully comply with.

The contractor shall obtain clearance from the Labour Department regarding the compliance of the labour laws on 6 monthly basis and submit to the owner for record.

(i) No labour below the age of 18 (eighteen) years shall be employed on the work.

(ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.

(iii) The contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof .

(iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.

(v) If the contractor is covered under the contractor labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract.

(vi) The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his 18 (eighteen) years of age.

(vii) The Contractor shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people

employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstance-under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

(viii) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1938, Employees Liability Act 1928. Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1937, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

(ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or Workers by reason of non-fulfillment of the Conditions of the Contractor for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non- observance of the said regulations.

(x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his sub-contractors. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers the Contractor shall without prejudice to any other liability pay to the owner a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the contractor's default continuing in this respect the liquidated damages may be enhanced to Rs. 50.00 per day of default subject to a maximum of one percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under these acts. The decision of the Engineer-in-Charge in this respect shall be final and binding.

84 **Implementation Of Apprentices Act 1961:**

The contractor shall comply with the provisions of the Apprentices Act 1961 and the Rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising of any violation by him of the provisions of the Act.

85 Contractor to Indemnify the Owner:

85.1 The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub- contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

85.2 Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

85.3 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (I) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claims.

86. Health and Sanitary Arrangements For Workers:

86.1 In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

86.2 The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

87. Arbitration:

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, fore closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

The contractor shall on receipt of the names as referred selected any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may, as and when required, be held at the place where the site of work is situated.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceeding under this clause.

For Public Sector Enterprises guidelines as per the circular of BPE No. 15/9/86-BPE (FIN) dated 30.03.89 as amended time to time will be followed.

88. Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of ORISSA (India) only.

(b) Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.

SECTION – IX
SAFETY CODE

89. GENERAL:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, contractor will be furnished copies of Owner's 'Safety Code' for information and guidance, if it has been prepared.

90. SAFETY REGULATIONS:

90.1. In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per (i) Safety codes of CPWD & Indian Standards Instructions (ii) The electricity Act, (iii) The Mines Act, and (iv) Regulations. Rules and orders made thereunder and such other acts as applicable.

90.2. The contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, contractor shall consult Owner's Safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done under this contract or to any of the Owner's existing property.

91. First Aid and Industrial Injuries:

(i) Contractor shall maintain first aid facilities for his employees and those of his subcontractors.

(ii) Contractors shall make outside arrangements for ambulance service and for treatment of industrial injuries. Name of those providing these services shall be furnished to Owner prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.

(iii) All critical industrial injuries shall be reported promptly to owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physical shall be furnished to the Owner.

92. General Rules:

Smoking within the Battery Areas, rank farm, or dock limits in strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately".

93. Contractor's Barricades:

(i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

(a) Excavations.
(b) Hosting Areas.
(c) Areas adjudged hazardous by Contractor's or Owner's Inspectors.
(d) Owner's existing property subject to damage by Contractor's operation.
(e) Rail road unloading spots.

(ii) Contractor's employees and those of his sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.

(iii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

94. Scaffolding:

(i) Suitable scaffoldings should be provided for workmen for all works that cannot safety be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used a Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

(ii) Scaffolding or staging more than 4 metres above the ground or floor swing on suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of gangway or the stairway is more than 4 metres above ground level or floor level, they should closely boarded, should have adequate width and should be suitable fastened as described in (ii) above.

(iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.

(v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be security fixed. No portable single ladder shall be over 9 metres in length. The width between the side rails in run ladder shall in no case be less than 30 cm. For ladder upto and including 3 metres in length; for longer ladders this width should be

increase at least 15 mm for each additional metre of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

95. Excavation and Trenching:

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 M length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

96. General Safety:

(i) Before any demolition work is commenced and also during the process of the demolition work.

(a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

(c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

(ii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed at the site and maintained condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by persons concerned as outlined below:

(a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
(b) Those engaged in white washing and mixing or stacking of cements bags or any materials which are injurious to the eyes shall be provided with protective goggles.
(c) Those engaged in welding and cutting works, shall be provided with protective face and eye –shields, hand gloves etc.
(d) Stonebreakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
(e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole cover are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
(f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:

(1) No paint containing lead or lead products shall be used except in the form paste or readymade paint.

(2) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them on cessation of work.

(iii) When the work is done near any place where there is a risk of drowning all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

(iv) Use of hoisting machines and tackles including their attachments anchorage and supports shall conform to the following standard or conditions:

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

(c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to the operator.

(d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(e) In case of department machines, the safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.

(v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precaution should be taken to reduce to the minimum the risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors or electricity.

(vi) All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffoldings, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of works.

(vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

(viii) The ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare officer Engineer-in-Charge or safety Engineer of the Administration or their representatives.

(ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout, including any temporary works, shall be carried out in such a manner as n9ot to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in vicinity thereto or any existing works whether the property of the Administrations or of a third party.

97. Care in handling Inflammable gas:

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire authorities of the Owner.

98. Temporary Combustible Structures:

Temporary combustible structures will not be built near or around work site.

99. Precautions Against Fire:

The Contractor will have to provide Fire Extinguisher/ Fire Buckets and drums at work site as recommended by Engineer-in-Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge. Temporary combustible structures will not be build near or around the work-site.

100. Explosives:

Explosives shall not be stored or used on the works or on the site by the contractor without the permission of the Engineer-in-Charge in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the works they shall be stored in a special magazine to be provided at the cost of the contractor in accordance with the Explosive Rules. The contractor shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the contractor and the contractor shall indemnify the owner against any loss or damage resulting directly or indirectly therefrom.

101. Mines Act:

101.1 Safety Code: The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provides necessary facilities as aforesaid. The Engineer-in-Charge shall be entitled to do so and recover the costs thereof from the Contractor.

101.2 Failure to comply with Safety code or the provisions relating to report on accidents and to grant of maternity benefits to female worker shall make the Contractor liable to pay Company liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officer or from representatives of Engineer-in-Charge shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act 1952 or any statutory modification's or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the

persons employed by him under this contractor and shall indemnify the Owner from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of and persons employed by him or otherwise.

102. Preservation of Peace:

The Contractor shall taken requisite precautions and use his best endeavors to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of a special Police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

103. Outbreak of Infectious Diseases:

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's Representative. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, bedding clothes and other belonging of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Owner and the cost thereof recovered from the Contractor.

104. Treatment of Contractor's Staff in Company's Hospital:

The Contractor and his staff, other than labourers and their families requiring medical aid from the Owner's hospitals and dispensaries will be treated as private patients and charged accordingly. The contractor's labourers and their families will be granted from treatment in the Owner's hospitals and dispensaries where no other hospitals or dispensaries are available provided the contractor pays the cost of medicines dressing and money accordingly to the normal scale as also additional charges if any for special examination e.g. X-Ray etc.

105. Use of Intoxicants:

The sale of dent spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor or any of his employee is forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the contractor shall abide by the safety code provision as per CPWD safety code and Indian Standard Code framed from time to time.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No._____ Date:_____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called "The Company Owner" 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……for ---------- ---------- (hereinafter called "the said tender") to M/s. ……(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs. …….(Rupees..... only) towards earnest money in lieu of cash.

2. WE ……..Bank having its branch office at .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees…..... only).

3. We undertake to pay to the Company any money so demanded 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 thereunder. Our liability to pay is not dependent or conditional on the owner 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. WE ……..Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation 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 Owner 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 owner under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs…….(Rupees……only) and shall remain in force till……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

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

9. We …… Bank further agree that this Guarantee shall be invocable at our place of business at……(Bank name)……..., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751__ __ __.

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

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

Detail of Persons Issuing the BG:
Name----------
Address for Correspondence: ----------
Telephone & Fax No.-------
E-mail : ----------

Note:BGs to be furnished from any of the banks listed as per Annexure.

BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No._____ Date:_____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its office at _____(hereinafter called " The Company Owner" 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. ……of cash security deposit for the 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 Rs. ……(Rupees….. only).

2. We ……..Bank having its branch office at do 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) or ders(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 owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees…..only).

3. We undertake to pay to the Company any money so demanded notwithstanding any 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 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 owner 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.

6. We.....Bank further agree with the Company that the company sha ll 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) form time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exc eed Rs…….(Rupees……only) and shall remain in force till……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

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

9. We …… Bank further agree that this Guarantee shall be invocable at our place of business at……(Bank name)……..., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751__ __ __.

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

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

Detail of Persons Issuing the BG:
Name----------
Address for Correspondence: ----------
Telephone & Fax No.-------
E-mail : ----------

Note:BGs to be furnished from any of the banks listed as per Annexure.

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No…… Date…….

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its office at ……(hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. ……../ has placed a purchase order on M/s…….(hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for ……on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No. ……..date ……and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors.AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for
….% (… percent) of the total value of the "said contract" against due and faithful performance of the "said contract" inc luding defect liability obligations" and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."
2. We ……Bank having its branch office at.....do 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 & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or 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 & conditions of the contract. Any such demand made on the Bank by the owner 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 Rs. ……(Rupees…..... only).
3. We undertake to pay to the Company any money so demanded not withstanding 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 a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner 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.

6. We..... Bank 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) form 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 variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs…….(Rupees……only) and shall remain in force till..……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

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

9. We …… Bank further agree that this Guarantee shall be invocable at our place of business at……(Bank name)…….., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751__ __ __.

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

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

Detail of Persons Issuing the BG:
Name----------
Address for Correspondence: ----------
Telephone & Fax No.-------
E-mail : ----------

Note:BGs to be furnished from any of the banks listed as per Annexure.

BANK GUARANTEE FOR ADVANCE PAYMENT

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

B. G. No. _____ Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its office at _____(hereinafter called " The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs……(Rupees……..only) to M/s.....(hereinafter called "the said Contractor (s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order dated.....on production of a bank guarantee of equivalent amount.
2. We ……..Bank having its branch office at ……..do 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 owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees…..... only).
3. We undertake to pay to the Company any money so demanded 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 valid discharge of our liability for payment thereunder. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tenderer(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 finalisation of the said tenderer(s) and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tender 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 Contractor(s)/ Order(s)have been fully and properly carried out by the said tenderer(s)and accordingly discharges the guarantee.
6. That the owner/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 owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs……..(Rupees……only) and shall remain in force till…

.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

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

9. We …… Bank further agree that this Guarantee shall be invocable at our place of business at……(Bank name)……., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751__ __ __.

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

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

Detail of Persons Issuing the BG:
Name----------
Address for Correspondence: ----------
Telephone & Fax No.-------
E-mail : ----------

Note:BGs to be furnished from any of the banks listed as per Annexure.

BANK GUARANTEE AGAINST FREE ISSUE OF MATERIALS

GUARANTEE NO.....…….. DATE :.....……

WHEREAS National Aluminium Company Limited (hereinafter referred to as "the Company") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751 061, Odisha, and their Branch Unit/office at _____(UNIT/OFFICE ADDRESS), has entered into a Contract with M/s _____ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns for the work of _____ _____ on the terms and conditions as set out, inter-alias, in the Company's Contract No._____ dated: _____ and various documents forming part thereof hereinafter collectively referred to as the "said contract" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS one of the conditions of the said contract is that the Company has agreed to supply to the contractor raw-materials (hereinafter referred to as the "said materials") for the purpose of execution by the contractor of the said contract and pending execution by the contractor of the said contract incorporating the said materials, the said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.

AND WHEREAS the Company has asked the contractor for adequate security for the said materials to be supplied to the contractor under the contract.

AND WHEREAS at the request of the contractor the Company has agreed to accept a bank guarantee from _____ with Registered Office at _____ (hereinafter referred to as "the surety").

NOW THIS GUARANTEE WITNESSETH that in consideration of the Company having at the request of contractor agreed to accept a Bank Guarantee of the Surety amounting to Rs._____ (Rupees _____ _____ only) in respect of the said materials against any and all loss, damage, destruction (inclusive of but not limited to any and all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, explosion, storage, chemical or physical action or reaction, bending, wrapping exposure, rusting, faulty workmanship, faulty methods or technique of fabrication, or other act of omission or commission whatsoever within the control of the contractor, misuse or misappropriation by the contractor and the contractor's servant and/or agents whatsoever to or of in the said materials or any part of items thereof from the date the said materials was supplied to the contractor upto and until the date of return to the Company of the said materials or relative part of item thereof or completed fabricated work(s) incorporating the said materials, the surety shall indemnify and pay, without protest or demur and without recourse to the contractor, the Company upto and not exceeding altogether a sum of Rs._____ (Rupees _____only) on demand by the Company. The decision of the Company as to any loss, damage, destruction, misuse and misappropriation under the terms and conditions of this guarantee shall be final and binding on the Surety.

THIS GUARANTEE is irrevocable and will remain in force and effect upto and until the said materials have been returned to the Company as per terms of the said contract and intimation thereof being given

by the Company to the surety on the aggregate amount payable hereunder has been paid by the surety to the Company, whichever is earlier.

Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to Rs._____ (Rupees_____ only) and this guarantee will remain in force upto _____ in the first instance. However, if the contractor's obligations under this guarantee is not completed or fully performed within this period, the surety hereby agrees to further extend the guarantee till such time as is required to fulfill such obligations.

We have the power to issue this guarantee in your favour under memorandum and Articles of Association and the undersigned has full power to do so under the power of Attorney dated _____ granted to him by the Bank.

Unless a claim made on us within three months from the date of expiry, i.e., _____, all our rights under the said guarantee shall be forfeited and we shall be relieved, and discharged from all liabilities there under.

We …… Bank further agree that this Guarantee shall be invocable at our place of business at…… .(Bank name)……., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751__ __ __.

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

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

Detail of Persons Issuing the BG

:

Name----------

Address for Correspondence: ----------

Telephone & Fax No.-------

E-mail : ----------

Note:BGs to be furnished from any of the banks listed as per Annexure.

LIST OF STANDARDISED BANKS

SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1. State Bank of India.
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore.
5. State Bank of Mysore.
6. State Bank of Patialia.
7. State Bank of Saurashtra
8. State Bank of Travancore.
9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda.
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Oversea Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sid Bank
23. Syndicate Bank
24. Union Bank of India
25. *United Bank of India (Deleted)*
26. UCO Bank
27. Vijaya Bank.

LIST OF STANDARDIED BANKS

SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1. Vyasa Bank
2. UTI Bank Ltd.
3. SBI Commercial & International Bank Ltd.
4. ICICI Banking Corporation Bank Ltd.
5. HDFC Bank Ltd.
6. IDBI Bank Ltd.

SCHEDULED FOREIGN BANKS

1. American Express Bank Ltd.
2. ANZ Grindlays Bank Plc
3. Bank of American NT & SA
4. Bank of Tokyo Ltd.
5. Banque Nationale de Paris
6. Barclays Bank Plc
7. Citi Bank N.A.
8. Deutsche Bank A.G.
9. Hongkong & Shanghai Banking Corporation.
10. Standard Chartered Bank
11. The Chase Manhattan Bank Ltd.
12. Dresdner Bank AG.

APPENDIX – I A

DETAILS OF WORKS OF SIMILAR NATURE & MAGNITUDE CARRIED OT DURING THE LAST 5 YEARS

Sl. No.	Name of work done	Estimated cost	When started	When completed	Date of Completion As per contract.	Remarks

Note : 1. In the remarks column, please state whether the works stated above are carried out by you in the name of the Firm in which the present Bid is submitted or any other names, if later, state relationship of the firm and also a copy of the Partnership Deed.

2. Please enclose the true copy of the certificate issued by the authorities, if any.

Signature of Bidder

Appendix – I-B

Name of Work:

Name of Tenderer:

CONCURRENT COMMITMENTS OF THE TENDERER

Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled Completion period	Percentage Completion as on date	Expected date of completion	Remarks if any

SIGNATURE OF BIDDER

APPENDIX –II

NAME OF WORK:

NAME OF TENDERER:

DETAILS OF EQUIPMETNS, TOOLS TACKLES

Tenderer shall submit herein details of equipment, tools, tackles, etc required to perform the work and shall note in each case whether the same is (a) already owned by tenderer and available for use on this contract (b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor, in case of (a) anticipated (b) and (c) Location of hirer or supplier shall be stated.

Sl. No.	**Description, Make Mode & Capacity**	**Year of Manufacture**	**Category (a) or (b) or (c) below**	**Location**	**Remarks**
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**

1. Contractor agrees to augment the above chart with additional number/ categories of equipment, if required to complete the work within the agreed time schedule of completion and directed by the Engineer-in-charge.

2. In case of hiring of equipment form other agencies, copies of the arrangements made with the hirer/ supplier shall have to be furnished.

(Signature of Bidder)

APPENDIX – III

DETAILS OF MINIMUM MANPOWER PROPOSED TO BE DEPLOYED ON THIS WORK

Sl. No.	Details of Manpower	No.	Remarks

Note : Please furnish the above details in two categories – To be deployed by (I) Contractor and (ii) Sub- contractors.

Minimum manpower deployment shall be based broadly as above and will be modified as mutually agreed to suit the detailed construction programme jointly worked out; further if any additional man power is required for completion of work in time, the same shall be provided by you as directed by Engineer without any extra cost.

The manpower proposed to be deployed in the work needs to be given quarter wise separately for direct personnel of the contractor and the manpower proposed to be deployed through the sub-contractors.

(Signature of Bidder)

APPENDIX - IV

ORGANISATION CHART SHOWING NO. OF QUALIFIED ENGINEERS & SUPERVISORY PERSONNEL ETC.

Sl. No.	Details of personnel to be deployed on this work	No.

Note: Names and short resume of their experiences may also be given for key personnel.

The tentative chart of your site organisation as above furnished by you shall be subject to variation to suit the construction programme/ requirement and as directed by Owner/ Engineer.

(Signature of Bidder)

APPENDIX – V

LIST OF PROPOSED SUB CONTRACTORS

Sl. No.	Name of sub-contractor	Description of work or trade	Amount (Rs.)

1) Types of work executed by the sub-contractors.
2) The particulars of clients where the sub-contractors did the works.
3) Approximate value of the work carried by the sub-contractors in the last 3 years.

(Signature of Bidder)

APPENDIX – VI

PPROGRESS BILLINGS

(Bidder's anticipated progress billing month by month to be inserted here)

Tentative construction schedule indicating the expected dates of start of activity is to be given by the contractor. This schedule shall be updated within specified milestones from time to time depending upon the availability of fronts equipment and priorities fixed by Engineer. Contractor shall submit within 15 days of the date of letter of intent programme/ schedule for supply of items covering all phases of work including design, procurement, manufacture, assembly, fabrication, testing, transportation, erection, testing at site and commissioning matching the overall completion schedule.

The billing as well as all the connected documents shall be computerized.

(Signature of Bidder)

APPENDIX – VII

NAME OF WORK

NAME OF TENDERER :

INFORMATION ABOUT TENDERERS (FORM – H)

1.0. In case of Individual:

1.1. Name of Business:

1.2. Whether his business is registered:

1.3. Date of Commencement of Business:

1.4. Whether he pays Income Tax over Rs. 10,000/- per year:

2.0. In case of Partnership:

2.1. Name of Partnership with qualification:

2.2. Whether the Partnership is Registered:

2.3. Date of Establishment of firm:

2.4. If each of the partners of the firm pays Income Tax over Rs. 10,000/- a year and if not, who of them pays the same.

3.0. In case of Limited Liability Company or Company Limited by Guarantees:

3.1. Amount of paid of capital:

3.2. Name of Directors:

3.3. Date of Registration of Company:

3.4. Copies of the Balance Sheet of the Company of the last two years:

Copies of audited Profit & Loss Account and the Balance sheet shall be enclosed in case of Individuals, partnerships as well as limited companies for the last 3 years.

(Signature of Bidder)
Name & Address of the *Bidder*

APPENDIX – VIII

NAME OF WORK:

NAME OF TENDERER:

LIST OF ENCLOSURES (FORM – I)

The tenderer is required to enclose the following documents as part of his tenderer.

1. Power of attorne y of the signatory to the tender.

2. Income Tax/ Sales Tax Clearance Certificate in the proforma prescribed by the Govt. of India.

3. Documents showing annual turnover for similar works for the past two eyars such as annual report, profit and loss account etc.

4. Solvency Certificate by Nationalized Schedule Bank.

(Signature of Bidder)

** In absence of Income Tax Clearance Certificate tenderer may not be awarded the work tendered for as per Central Govt. Directives.

APPENDIX – IX

NAME OF WORK:

NAME OF TENDERER:

EXCEPTION AND DEVIATION (FORM – J)

As pointed out in the NIT/ LIT, tenderer may stipulate here exceptions and deviations to the tender conditions, if considered un-avoidable.

Sl. No.	Page No. of tenderer document	Sl. No. of tender document	Subject	Deviation

(Signature of Bidder)

AMENDMENT TO GCC

Sl No	Clause No	Brief Description of Clause	Modification
01	2.3	Power Supply	i) Clause No. 2.3.1 of General Condition of Contract stands modified to the following extent: The cost of construction power appearing in the 12th & 13th line as Rs 1.00 per kwh shall be read as Rs. 4.30 (Rupees four and thirty paise only) per kwh. ii) Clause No. 2.3.10 of General Condition of Contract stands modified to the following extent: The state Electricity Inspector appearing in the second line shall be read as 'Central Electricity Authority at Chennai'.
02	2.4	Land for contractor's Field office, Godown and Workshop	Clause No. 2.4 of General Condition of Contract modified to the following extent: "The owner shall provide land to the Contractor for their offices, godown and workshop."
03	2.5	Land for Residential Accommodation	Clause No. 2.5 of General Condition of Contract modified to the following extent: "The land for residential accommodation for staff and labour may be made available to Contractor outside plant boundary limit."
04	22	Extension of time	The word "any one" appearing in the end of the second para of Clause N0. 22.0 shall be read as "OWNER".
05	52.3.6	Return of unutilized/ surplus materials and scrap/ wastage	i) The words "SAIL , Bhubaneswar stockyard rate" appearing in 3rd line of first para shall be replaced by "Landed cost." ii) The words "Rs. 7000.00 per tonne" appearing in last line of first para shall be replaced by "twice the landed cost of materials."
06	53 (xv)	Conditions for issue of materials	The contents of the sub-clause No. 53 (xv) shall stand deleted and replaced with the following: "For the free issue materials, the following norms shall be adopted: i) For issue of materials within plant boundary-wall limit, the Contractor shall submit only indemnity bond for the entire value of the materials issued to them free of cost as Clause 53 (ix) of GCC.

Sl No	Clause No	Brief Description of Clause	Modification
			ii) For the materials which are issued to out side plant boundary like township etc., the contractor shall furnish Bank Guarantee equivalent to 20% of value of materials and indemnity bond for the 80% value of the materials. iii) For materials taken out side Damanjodi/ Angul to the vendor's shop, 100% Bank Guarantee against value of the materials will be submitted by the vendor before taking of the materials. iv) The Indemnity Bond and the Bank Guarantee shall remain valid till the material account is totally settled. "
07	60 (d)	Alterations in Specifications and Design and Extra Works	The words "including equipment hire charges at Schedule hourly/ daily rates" appearing in 7th and 8th line shall be replaced by the words "including equipment hire charges prevalent at site at the time of execution."
08	60	Alterations in Specifications and Design and Extra Works	Add new sub-clause 60 (e) as follows: "the quoted prices/ rates indicated in Schedule of Rates shall remain firm for all variations in contract value within range of (+) 50% and (-) 25% for the entire duration of the contract. In case the actual contract value varies from the awarded contract value beyond the above mentioned limit then adjustment to contract value shall be made in accordance with procedure specified in proforma for adjustment for increase/ decrease in contract value enclosed as per Annexure."
09	76.3 (ii)	Completion documents	Clause No. 76 (ii) of General Condition of Contract shall be replaced by: "Six sets of construction drawings showing therein the modifications and corrections made during the course of execution of the work (**As built drawing**) duly approved by Engineer-in-charge and one set of reproducible on polyster film/ in Soft copy in CD."
10	80.1	Employees State Insurance Act	Delete the word "whose aggregate remuneration is Rs.560.00 per month or less and" appearing in the 3rd & 4th line of the 2nd para of this sub clause.

Sl No	Clause No	Brief Description of Clause	Modification
11	New sub-clause	---	Add a new clause designated as Sub-clause 80.6 - Statutory Provisions after existing clause No. 80.5: "80.6- Statutory Provisions: The contractor shall comply with all relevant and applicable statutory provisions in respect of the workers engaged by him at his cost and above stipulations are only indicative and are not exhaustive."
12	83 (viii)	Labour Laws	Clause 83 (vii) of GCC shall be modified to following extent: Add the words "*all relevant statutes at their own costs including"* between the words "*provisions of"* and "*the payment of Wages Act 1936"* appearing in the first line of this sub-clause. Provided further that: a) The payment of minimum wages to contract labour shall be as per the rates notified by the Central Govt. as per Minimum Wage Act, 1948 and as adopted by the NALCO Management from time to time plus any additional element and statutory dues thereon. b) 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. c) Where the minimum wages notified by the concerned State Government are higher tha n 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. d) The classification on workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for the above scheduled appointment.

Sl No	Clause No	Brief Description of Clause	Modification
13	New Clause	Jurisdiction/ Governing Law	Add a new clause designated as sub-clause 88 (c) after existing clause No. 88 (b). All the works that will be carried out inside the factory premises shall attract the provisions of factory act for the contract labourers engaged therein. The contractor, before commencement of work will arrange medical examination at his cost and shall submit the certificate of fitness in respect of the workers in the prescribed form from the nearby District HQ hospital or any Govt. hospitals for his workers, who will be handling or working with hazardous substance. In respect of contracts having more than one year, the medical check up of such workers shall have to be repeated by the contractor on completion of every one year.
14	79	Taxes & Duties, Octroi etc.	Add a new clause designated as sub-clause 79.3 after existing sub-clause No. 79.2 as follows: The rates quoted by the tender will cover all the taxes, duties and levies as applicable on the date of bid/ revised bid (if any). - In case of any imposition of new taxes by Govt. notification at a later date, same shall be reimbursed to the contractor against submission of authentic document towards payment of such taxes by them. - In case of revision of rate of Works Contract Tax by Govt. notification, same shall be reimbursed to the contractor against submission of documentary evidence towards payment of such extra amount by them.
15	74	Payment of Contractor's Bill	Insert the following after the last para: "However, owner prefers to release the payment due to the contractor electronically. The e-payment facility is available under INTERNET mode through company banker as well as in EFT/RTGS mode through Reserve Bank of India, which is available only at designated centers. The contractor shall submit duly filled Bank Mandate form in duplicate with due authentication from their banker to avail e-payment facility. The prescribed mandate form is appended as Appendix to GCC."

(To be submitted in duplicate)

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To
National Aluminium Company Limited,

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Dear Sir,

Sub: Authorization for release of payment due from NALCO, ____through Electronic fund transfer(RBI-EFT)/Internet / RTGS.
Refer Order No……………..dt……………and/or Tender/Enquiry/Letter No……………..dt……………..

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

1. Name of the Party :
2. Address of the party :…………………………………………
…………………………………………..
…………………………………………
City :…………….Pin Code:…………
E-mail Id: ……………………………..
Permanent Account Number :……………………………………….

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT / Internet / RTGS.

Place:
Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:
Date:

(Signature of the Authorized Official from the Banks)

N.B. : RBI EFT / RTGS facilities Centre:
New Delhi,Chandigarh,Kanpur,Jaipur,Ahmedabad,Mumbai,Nagpur,Hyderabad,Banglaore,Chennai, Trivandrum,Kolkata,Bhubaneswar,Guwahati,Patna.

N.B. : RTGS charges if any, is to be borne by the party.

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(To be submitted in duplicate)

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To
National Aluminium Company Limited,

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Dear Sir,

Sub: Authorisation for release of payment due from NALCO, ______________________________________through Electronic fund transfer by Internet Mode .
Refer Order No……………..dt……………and/or Tender/Enquiry/Letter No……………..dt……………..

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

1. Name of the Party :
2. Address of the party :…………………………………………
…………………………………………..
…………………………………………
City :…………….Pin Code:………….
E-mail Id: ……………………………..
Permanent Account Number :……………………………………….
3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
Account Type	Savings ڤ	Current ڤ	Cash Credit ڤ
Account Number(as appearing in the Cheque Book)			
Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number .			

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet.

Place:
Date:

Signature of the party/Authorized Signatory

_ _

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

Bank's Stamp:
Date:

(Signature of the Authorized Official from the Banks)