NOTICE INVITING TENDER (NIT)

(CAPTIVE POWER PLANT,NALCO,ANGUL)

RFP No:

CPP/T&C/862/MC-5680/NIT/2026/562

DATE: 03/09/2026

SUB:

REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP

INDEX

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

31.	Contractor's obligations and Penalty		26
32.	Recovery towards Compensation for delay		26
33.	Blacklisting/Banning/Suspension/Delisting/Holiday List		26-28
34.	Termination of Contract		28
35.	Arbitration		28
36.	Contract Closure		28
37.	Energy management system		28
38.	Mandatory guideline for saving energy		28-29
39.	Energy Policy		29
40.	Owner's Right to Accept or Reject a Bid		29
41.	Safety guidelines	**Annexure-A2**	30-31
42.	PPE Matrix/Requirements	**Annexure-A3**	32-35
43.	Environmental policy	**Annexure-A4**	36
44.	OHS Policy & Quality Policy, Guiding Principles and Commitment	**Annexure-A5**	37-38
45.	Social Accountability (SA) / Energy policy	**Annexure-A6**	39
46.	General Environment Requirement / Minimum safety equipment	**Annexure-A7**	40
47.	General Guideline to bidder on Reverse Auction	**Annexure-A8**	41-42
48.	Proposed site organization		43
49.	Compliance to Integrity pact		43-44
50.	Compliance to PPP-MII Order 2017(Amended on 16.09.2020)	**Annexure-A9**	45-47
51.	Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	**Annexure-A10**	48-50
	PART-B		51
	Contract Specific information		
1.	Contract details & PQC (Technical / Financial)	**Annexure-B1**	52-55
2.	Scope of Work (SOW)	**Annexure-B2**	56-57
3.	Special Conditions of Contract (SCC)	**Annexure-B3**	58-60
4.	Price Bid (Quantity & Rate Schedule)	**Annexure-B4**	61
5.	Minimum Wages of Contract & List of PPE	**Annexure-B5**	62&63
	PART-C		64
	Formats for contract execution		
1.	Forwarding letter and Undertaking	**Annexure-C1**	65
2.	Mandatory information of the bidder	**Annexure-C2**	66
3.	Deviation statement	**Annexure-C3**	67
4.	Declaration by bidder	**Annexure-C4**	68
5.	Undertaking on downloaded tender	**Annexure-C5**	69
6.	Detailed work order execution statistics	**Annexure-C6**	70
7.	Financial details of Turnover/Networth	**Annexure-C7**	71
8.	Details of present commitments	**Annexure-C8**	72
9.	Tax invoice	**Annexure-C9**	73
10.	Bank Mandate for e-Payment	**Annexure-C10**	74
11.	Indemnity Bond – FIM	**Annexure-C11**	75-76

12.	Bank Guarantee E.M.D (Earnest Money Deposit)	**Annexure-C12**	77-78
13.	Bank Guarantee CPGB	**Annexure-C13**	79-80
14.	Bank Guarantee Performance Security	**Annexure-C14**	81-82
15.	Bank Guarantee FIM / Equipments taken outside the plant	**Annexure-C15**	83-84
16.	Bank Guarantee Advance	**Annexure-C16**	85-86
17.	List of standardized banks	**Annexure-C17**	87
18.	SAC codes for Services & HSN codes for supply	**Annexure-C18**	88
19.	Relationship with BoD	**Annexure-C19**	89
20.	Relationship with other employees of NALCO	**Annexure-C20**	90
21.	Pre-contract Integrity pact	**Annexure-C21**	91-96
22.	Affidavit for Litigation History Claim/	**Annexure-C22**	97
23.	Agreement	**Annexure-C23**	98-99
24.	Commercial questionnaire	**Annexure-C24**	100-102
25.	Checklist for bidder	**Annexure-C25**	103-104
26.	Checklist for submission of offer	**Annexure-C26**	105-107
27.	Appendix for documents to be su+bmitted by bidder	**Annexure-C27**	108
28.	No Claim/No due certificate	**Annexure-C28**	109
29.	Work Completion Certificate	**Annexure-C29**	110
30.	Partial Work Completion Certificate	**Annexure-C29 A**	111
31.	Anti-Profiteering Declaration Format (To be submitted with Bid)	**Annexure-C30**	112
32.	Anti-Profiteering Declaration Format (To be submitted at the time of release of Final Due)	**Annexure-C31**	113
33.	Declaration by Bidder for Implementation of Integrity	**Annexure-C32**	114
34.	Details for e-BG	**Annexure-C33**	115

PART –A

General information

1. **Company Information**

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

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

2. **E-Procurement**

2.2 The bidder wishes to participate in the published tender should have his firm registered in the E-procure government portal. Accordingly, bidder should do the registration in the tender site http://eprocure.gov.in using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities of Govt. of India such as MTNL / SIFY / TCS / nCode/ eMudhra / NIC etc. After that, bidder will login to the site through using his user ID & Password chosen during registration. The e-token that is registered should be used by the bidder and should not be misused by others.

2.2 Reverse Auction:- In case of Reverse auction tendering, the Date, time and quantum of decremental value will be mentioned in the NIT. Hence bidder should take a note of it and see the details as per **Annexure-A8.**

3. **Purpose of this NIT**

3.1. **CPP**- NALCO invites digitally signed online bids under OPEN/TWO PART Tender system.

3.2. **The Salient features of the Tender are as detailed F-02 Form (Annexure-B1).**

4. **Bidding Process**

4.1 The entire set of Tender document needs to be uploaded and digitally signed in e-procurement site of CPP Portal (www.eprocure.gov.in) before the scheduled time of bid submission.

4.2 Bids will be received up to last date and time specified or extended bid due date, as the case may be through e-tendering at www.eprocure.gov.in .

4.3 NALCO shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, and other expenses incurred during bidding process.

4.4 The bidders are advised to submit the tender document online well in advance before the prescribed time to avoid any last-minute hitch / problem.

4.5 After the bid submission, the acknowledgement number generated by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the tender.

4.6 Further, bid shall be evaluated based on documents furnished. So bidder must ensure that all relevant documents are furnished at the time of submission of offer.

4.7 This NIT is in three parts .The part -A is mainly General information and instructions to bidder, Part-B is about the contract details and Part-C consists of various forms ,agreement formats, declarations etc. The bidder should go through full NIT before filling.

4.8 The bidder should go through **'Annexure-A1'** i.e. instructions to the bidders prior to bidding.

4.9 Bidders are required to submit the hard copy of the followings in a sealed envelope and should reach General Manager (T&C) Tender & Contract Department, CPP, NALCO, Angul-759145 (Odisha) by Speed Post/By Hand before the due date & time of bid opening.

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

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

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

4.9.4 Bid submission conformation page from e-Procurement System Government of India

4.9.5 The signed & sealed copy of "The Integrity Pact (**Annexure-C21**).

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

116

before the TSD

4.11 After downloading / getting the tender schedules, the bidder should go through them carefully and then submit the documents as asked. If there are any clarifications, this may refer online through the tender site, or through the contact details. Bidder should consider the corrigendum published before submitting the bids online. Bidders in their own interest should get ready in advance to submit the bid documents as indicated in the tender schedule. These documents should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.

4.12 Bidder should clearly fill up the PQC Technical (Detailed work order and execution statistics) (**Annexure-C6**) and Details of present / concurrent commitments of the tenderer (**Annexure–C8 (where ever applicable)** for his offer evaluation. Suppression of credential / facts may lead to penal action as per procedure.

4.13 It is mandatory for the bidder to fill up the **Annexure-A9** (Preference to Make in India 2017), **Annexure-A10** (Restrictions under Rule 144 (xi) of GFR 2017), **Annexure-C19** and **Annexure-C20** (regarding declaration of the relatives in Nalco) and **Annexure–C3** (Deviation statement to the tender terms and conditions) and **Annexure–C4** (Declaration by the bidder) while submitting the offer.

4.14 Bidder should check his mail and CPP portal for any information regarding tender from time to time.

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

4.16 If the bidder submits the bid in manual form (if permitted categorically in the tender), he should have already registered in the tender site and he shall have to mention the registration ID in the bid submitted otherwise his tender will not be considered.

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

5 Bid Evaluation

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

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

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

5.4 Present / Concurrent commitment (Applicable): - The present / concurrent commitments of bidder on various jobs under execution by the bidder will be considered to assess the spare capacity available with the bidder. The bidder must confirm that they have disclosed all the works being executed by them in the offer. If the annualized present / concurrent commitments of the bidder plus annualized estimated value of the work (for single agency)/ annualized estimated maximum percentage of work in split case under consideration (for multiple agency) exceeds **four times** the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation. **Suppression of fact /data regard to jobs under execution will be considered as gross violation and rejection of bid including penal action such as banning/ blacklisting, as deemed fit.**
The bidder has to submit complete list of present / concurrent commitments on all jobs under execution by them, which will be taken into account to assess the spare capacity available with the bidder.

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

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

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

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

6 Ordering

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

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

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

Designation - Rajesh Sarkar, Dy General Manager (Ceramic)
Tender Inviting Authority
Tender & Contract Dept., CPP
Ph. No. **9437003807**
Email: **rajesh.sarkar@nalcoindia.co.in**

ANNEXURE-A1

INSTRUCTIONS TO BIDDERS

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

1.0 SCOPE OF WORK:

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

2.0 PRE QUALIFICATION CRITERIA (PQC)

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

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

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

2.2.2 Financial Criteria : **Annexure-C7**

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

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

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

3.0 LITIGATION HISTORY:

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

3.2 Bidder may note that any pending criminal case involving moral turpitude, fraud, theft & unlawful activities or conviction by court of law or indictment/ adverse order by regulatory authority against the person, company, Directors of the Company or sister concern of the Company, partner of the firm etc. would constitute disqualification for participating for tender.

3.3 The bidder or its proprietor /partner(s)/director(s) of the firm should not have been convicted by court of law for an offence involving moral turpitude in relation to the business dealing during past seven years for acceptance of the offer.

3.4 Litigation history for criminal background is to be provided by the bidder. The bidder shall give an affidavit to this effect as per the format at **Annexure**-C22. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.

4.0 EARNEST MONEY DEPOSIT (EMD):

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

4.1 In shape of account payee Demand draft/ Banker's cheque/ Pay order, from any Nationalized or Scheduled Bank in favour of National Aluminium Company Ltd., payable to our bank as per the details below.

4.2 Through online bank transfer. The transaction confirmation document generated through online transaction, giving details of transaction is required to be provided as a separate document.-The credit of EMD in our Bank account would be confirmed before acceptance of bid. If the transaction is not reflected or reflected with wrong reference as on TOD or credited subsequently, then the bid shall be considered to be unaccompanied by any EMD and the bid will be liable for rejection.

Our bank details for online transfer of EMD

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

Bank transfer details of EMD to be provided.

a) Amount transferred: Rs. _____

b) Unique Transaction Reference (UTR) No.:

c) Bank details from which the transaction was made:

d) Date of transaction:

e) Tender details (Number & Name of work):

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

Incase EMD amount is Rs.1.25 lakhs or more, EMD in the form of Bank Guarantee in prescribed format from NALCO approved Bankers (**Annexure**-C17) shall also be accepted**.** The original BG/ e-BG is to be submitted along with bid as indicated in the NIT. The details of e-BG are mentioned at Annexure-C33.

4.3 Bids without EMD will be rejected. However, the Public Sectors, Government agencies and the Firms registered with NSIC/MSME , and others such as Ancillary Industries etc. for which specific exemption has been granted by NALCO may be considered for exemption from EMD subject to submission of attested documentary evidence in support of the same in sealed envelope as stipulated in NIT.MSEs having UAM no shall also submit supporting documents such as UAM certificate, CA Certificate (certifying that the unit is a MSE having valid MSE certificate).

4.4 EMD of unsuccessful bidders will be refunded within 15 days of finalization of contract for single part bid tender and within 15 days of acceptance of techno-commercial offers by the Competent Authority in case of two-part bid tender.

4.5 The EMD shall be forfeited without any notice on any of the following situations.

4.5.1 On withdrawal of offer after expiry of submission date & time of bid offered.

4.5.2 If the bidder does not submit the agreement prior to effective date mentioned in the Service Purchase Order/LOA/LOI considering the criteria of Clause No. 15.0 of this **Annexure-A1**.

4.5.3 If the work is not commenced from the effective date of Service Purchase Order, after award of the work.

4.5.4 At any point of time if it is found that the party has submitted any false declaration in his offer.

4.5.5 If the bidder modifies its bid after the opening of the bids without written instruction from NALCO.

5.0 BANK GUARANTEES: -

5.1 The vendor may submit Bank Guarantee against Performance Security, Free Issue Material (FIMBG), Advance BG (ADVBG) and Contract Cum Performance Guarantee (CPBG) where ever applicable. The details of e-BG are mentioned at Annexure-C33

5.2 The BG / e-BG in prescribed format (**Annexure**-C11 to **Annexure**-C16) should be issued by approved Banks listed at **Annexure**-C17 having its branch at Angul/Bhubaneswar and the BG / e-BG should be registered in Structured Financial Messaging System (SFMS) for BG / e-BG Conformation and Lodging of claim. Place of Encashment may be limited to Angul/Bhubaneswar only.

5.3 The original EMD BG / e-BG should be sent by the Bank directly in the address of Tender Inviting Authority (TIA) and for other BGs / e-BGs to EIC/MIC mentioned in the Work Order through Registered/Speed Post with AD. It may be noted that the BG Format requires mentioning of the address, Phone, Fax no. and email ID of the issuing Bank. On receipt of Original BG / e-BG, it will be forwarded to Finance by EIC/MIC through Inter Office Memo (IOM).

5.4 Each BG / e-BG contains a start date, expiry date and claim date. The validity of BG / e-BG (Start date to expiry date) should cover the Tender/Contractual execution period. A further claim period of 3 months is required to lodge a claim for extension/encashment of BG / e-BG if necessary. Therefore, the claim date should be 3 months beyond the expiry date. If a consolidated BG / e-BG is provided including claim period, 3 months will be considered as claim period and accordingly BG / e-BG extension should be provided to cover Tender/Contract requirement.

5.5 BG / e-BG extension whenever required should ideally be provided 15 days prior to Expiry date from the same Banker against the Original BG / e-BG with reference to the Tender/Contract. However, in specific cases if a new BG / e-BG from a different bank is provided against the Original BG / e-BG the subsequent BG / e-BG should also cover the obligations under original BG / e-BG period. The subsequent banker has to give an undertaking in this regard in their BG / e-BG forwarding letter in letter head.

6.0 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

6.1 The documents as stated below shall constitute the integral part of Contract Documents. In the event of any ambiguity or conflict between the Contracts documents as given below, the order of precedence shall be the order in which they are listed. All documents forming part of this tender are intended to be correlative, complimentary and mutually explanatory. The tender documents should be read by the bidder as a whole before bidding the tender.

6.1.1 Conditions of Integrity Pact.
6.1.2 Bill of Quantity.
6.1.3 Scope of Work/Technical Specifications.
6.1.4 Drawings if any.
6.1.5 Special Conditions of Contract.
6.1.6 Instruction to bidders/NIT.
6.1.7 General Conditions of Contract (GCC).
6.1.8 Relevant Indian Standards.

6.2 If any varying of conflicting situation arises in any of the document forming part of the Contract, NALCO's decision with regard to intention/interpretation of the document and the decision shall be final and binding on the parties.

7.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:

7.1 Corrigendum and/or Clarification, if any issued for the NIT shall form part of the Tender Documents. Corrigendum and/or Clarifications will be hosted on the web-site www.eprocure.gov.in and no separate intimation will be given to the bidders or released in the press. Bidders are requested to visit the web-sites from time to time to note the Corrigendum and/or Clarifications before submission of their bid. NALCO shall not be responsible if any bidder omits to notice any Corrigendum and/or Clarifications and make necessary change if required in their submitted final bid.

7.2 Telex/ Telegraphic/ Fax/ E-mail bids shall not be accepted.

7.3 Before submission of the bid, the bidders are requested to read the bid document carefully to make themselves fully conversant with the GCC, Special Conditions of Contract and Conditions of bidding, Specific conditions, technical Specifications and bid drawings if any. The bidder should visit site and get familiarized with the site conditions so that, no ambiguity may arise in these respects, subsequent to submission of the bids.

7.4 Nalco's General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) if any shall form part of this contract. The tenderer is advised to go through the same either in the office of the Tender Inviting Authority during office hours to seek clarification if any, or may refer to NALCO web site and get them-selves satisfied before quoting the rates. It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions and shall abide by same.

7.5 The forwarding letter / covering letters & information is to be included in the offer. The instruction given in the checklist of single part / two-part bids must be strictly complied.

7.6 Tenders are to be uploaded in the e-procure web site (www.eprocure.gov.in) on or before time & date specified at Sl. No. 5.0 of F-02 form of Contract Details, **Annexure-B1**. The PART-I bids in case of two-part tendering and Single part bid in case of LTE shall be opened at the time & date specified at Sl. No. 6.0 of F-02 form of Contract Details, **Annexure-B1**.

7.7 The price bids of technically qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders through www.eprocure.gov.in website.

7.8 Bidders are advised to submit complete set of Tender documents along with ANNEXURE-B4 & ANNEXURE-C3 etc. under CPP Portal in the Online Mode. Price Bid shall also be uploaded online only.

7.9 All the supporting documents to meet the PQC need to be uploaded with the offer after attesting them by a gazette officer or notary public and are required to sign each page by the bidder or by their authorized representative. The hard copy of these PQC compliant documents should reach the office of the Tender Inviting Authority before the due date & time of bid opening.

7.10 **As per Manual for Procurement of Works 2019 Ministry of Finance Department of Expenditure 5.4.5 Normally no post bid clarification at the initiative of bidder shall be entertained. The shortfall information /documents if any may be sought only in case of historical documents which pre- existed at the time of tender opening and which have not undergone change since then. So far as the submission of documents is concerned after submission of the tender, Nalco may ask and consider, only related shortfall documents. For example, if the bidder has submitted a contract without its completion / performance certificate / annual turnover, the certificate can be asked for and considered. However, no new contract will be asked further so as to qualify the bidder. No post-bid clarification at the initiative of the bidder shall be entertained. Hence bidders are required to take due care to upload all relevant work credentials available with them in order to avoid rejection.**

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

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

7.13 In case of withdrawal of deviations to NIT sepecification, if any bidder insists for revision in price before opening of price bid and Nalco agrees for the same, the submission of price implication shall be in offline mode from the bidder in a sealed envelope by hand/password protected file through e-mail within a stipulated time.

7.14 NALCO reserves the right to defer the date of tender opening in case the response is considered inadequate or due to any other reasons. In such event, the bidders shall be intimated the next date of opening subsequently.

7.15 The bidder shall ensure submission of complete information / documents in the first instant itself. NALCO reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.

7.16 All the pages of GCC duly signed & stamped by authorized signatory should be submitted along with the agreement / offer. In case of online offers, the copy of GCC is to be uploaded with the offer after digitally signed by the bidder.

7.17 Declaration regarding Relationship with Board of Directors and Employees of Nalco: The contractors must furnish certificate as mentioned in **Annexure-C19** & **Annexure-C20** enclosed, disclosing in detail about their relatives in Nalco. Suppression of this information in any form if detected at any stage will lead to disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may also be banned from participation in future tenders.

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

8.0 EVALUATION OF BIDS:

8.1 The price bids of the techno-commercially qualified bids in case of two-part bid system & bids in case of single part bidding shall be evaluated as per the note of "Quantity & Rate Schedule" (**Annexure-B4**) in the excel format available in the e-procurement site.

8.2 In case there is a tie in L-1 position, the concerned bidders may be called to offer maximum possible discount on their quoted rates/revised rate in sealed envelope in order to decide the L-1 bidder among the considered bids.

8.3 In case "tie" of price bids, even after application of clause 8.2 above, the following criteria shall prevail in the given order.

8.3.1 Bidder having highest average turnover during last three years shall be preferred. Average Annual Turnover shall be decided based on audited profit and loss account submitted by the bidder for the last three financial years.

8.3.2 The contractor executing the same contract satisfactorily will be preferred.

8.3.3 The contractor of the previous contract, who has executed the same work satisfactorily, will be preferred.

8.4 In case of tie for L2 or other positions and L1 price matching is to be made for splitting of the job as per NIT condition, then L2, L3 etc positions shall be determined by applying criteria at sl no. 8.3 above.

9.0 ACCEPTANCE OF TENDER:

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

9.2 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality. Reference is also invited to clause No: 9 of General conditions of contract.

9.3 Validity of Offer: - The validity of the offers submitted by the bidders shall be as per F-02 Form i.e. Contract Details in **Annexure-B1**. In case the validity of offers expires during the processing of the case, all the bidders / techno-commercially accepted bidders shall be requested to extend the offer validity with same price and terms & condition of the tender. The offers of such bidders shall be rejected if they do not extend the validity unconditionally.

9.4 Bidders may note that, Brief Order / Letter of Intent / Fax of Intent / Service Purchase Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOI / FOI / Service Purchase Order duly signed by them or their authorized representative as a token of receipt of the same within seven days of issue of the same for our records. In case of no communication of the same is received within the stipulated time from their end, it will be presumed that the party has received the Brief Order / Letter of Indent / Fax of Intent / Service Purchase Order.

9.5 Any communication such as Letter, BO, LOI, FOI, SPO etc. shall be communicated to the Bidder through Registered post/ Speed post/ Fax/ Hand delivery/ By mail registered with Nalco. Any communication through any one or more of above modes shall be valid and binding on the Bidder.

10.0 CONTRACT PERIOD:

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

11.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM:

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

11.2 All lifting/handling tools & tackles deployed by the contractor should have been load-tested as per the prevailing rules & regulations. Mobile equipments such as Truck, Tractors, Tippers, Dumpers etc. shall have valid fitness certificate with due insurance required as per the prevailing rules & regulations. Wherever transport of material is applicable, the contractor has to ensure that goods carried during transportation do not exceed the permitted laden weight as certified by registering authority for the respective vehicles.

11.3 Personal Protective Equipment (PPE): The contractor shall have to provide all the necessary PPE to the workmen engaged by them as per the requirement, area wise as mentioned in the PPE format. In case the contractor fails to provide PPEs as per requirement, at the time of starting the job, they will not be allowed to carry out the assigned job. PPEs can be got issued from NALCO on request with recovery of purchase cost, plus administrative charge @25% of Procurement cost as penalty plus GST on administrative charges as applicable. (**Annexure-A3**).

11.4 The contractor, before starting the work, shall collect a copy of the **safety manual** from Safety Department and shall abide by all instructions mentioned therein.

11.5 The contractor shall be responsible to promote awareness on the OSHAS requirements among the workmen engaged by them for the subject job and ensure adherence to sound OSHAS related practices as detailed in the **"Occupation Health & Safety Policy"** enclosed herewith. The contractor shall be responsible for abiding by all the applicable provisions of safety code of contractors which is available in the NALCO web site. The contractor shall contact Safety Dept. for getting necessary advice/compliances as required.

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

12.0 ENVIRONMENTAL REQUIREMENTS:

12.1 The contractor shall be responsible to promote awareness on the Environmental requirements among the workmen engaged by them for the subject job and ensure adherence to sound environmental practices as detailed in the **"General Environmental Requirement & Environmental Policy"** enclosed at **Annexure-A7.**

12.2 The contractor shall remove all the waste/debris generated during the work on each occasion & dispose off to a place identified by Manager-in-charge. The thorough up-keeping of the work spot before the contractor leaves the work spot is essential. In case the contractor fails to comply with the above, the owner may get the up-keeping done & recover expenses incurred plus administrative charge @25% of the expenses incurred as penalty plus GST on administrative charges as applicable from the contractor.

13.0 ENERGY MANAGEMENT SYSTEM (ISO 50001):

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

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

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

14.0 SECRECY TERMS: -

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

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

15.0 EXECUTION OF CONTRACT AGREEMENT:

15.1 The contractor shall have to execute an agreement on **Rs.**50/- non-judicial stamp paper to be purchased from any stamp vendor under the jurisdiction of the Orissa High Court, in the specific format (**Annexure-C23**). Issuing authority of work order shall sign the agreement on behalf of NALCO. The agreement shall not be required to be executed for work orders of value less than or equal to **Rs.**1,00,000/-.

15.2 The agreement should be submitted to T&C Department, within **10 days** of issuance of LOA/LOI or at least 10 days prior to effective date mentioned in the Service Purchase Order.

15.3 Contract Agreement is mandatory before starting of work. EIC/MIC will ensure before Gate Pass is issued.

15.4 No bill shall be payable unless the agreement is signed, if signing of agreement is applicable

16.0 SUPERVISION:

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

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

17.0 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:

17.1 Payment of wages to the labour employed by the contractor shall be as per the Central Government notification fixing minimum wages for different categories of labour in Central Public Enterprises from time to time plus an additional element as indicated below (as a part of wages).The contractor shall have to make labour payment accordingly, along with applicable statutory benefits. Therefore, the contractor must quote their rates considering the labour rates indicated at **Annexure-B5**.

17.2 The contractor has to ensure payment of minimum bonus @ 8.33% on the notified minimum wages for each category including the additional elements but excluding canteen subsidy (Considering minimum salary as Rs.7000/- per month) to all his workmen engaged in the contract annually.

17.3 As per statutory provisions, contractors will have to pay the monthly wages of contract labourers latest by 7th of subsequent month as well as deposit the statutory contributions within due date. In case of failure to do so, NALCO as principal employer will pay wages/release the payments to the concerned labourers at any time after the 7th of subsequent month without any further intimation.

17.4 If the date of payment is beyond 7th of subsequent month or there is direct payment, Nalco reserves the right to recover up to 25% as administrative charge on the amount of labor payment plus GST on administrative charges in the RA/Final Bill.

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

18.0 LABOUR LAWS:

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

18.1.1 Building & other Construction Workers (RE & CS) Act 1996

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

19.0 GATE PASS & SECURITY:

19.1 Normally before starting of work, EIC/MIC will ensure that Contract Agreement is signed otherwise, Gate Pass should not be allowed. Therefore, the contractor shall have to produce the Contract Agreement and arrange valid gate pass for the labour/ workers engaged by him in order to enter into the factory premises if the work is to be executed inside the plant. (Refer Form No: F-02 of Sl. No- 15 at **Annexure-B1**).

19.2 **Issue & Use of Electronic ID Card:** All the contract workers will be provided with electronic entry/exit pass by CISF before mobilization of site/commencement of work by the contractor. All contract workers shall use this ID/Punch cards for making entry into /exit from the plant. After expiry of the contract, ID/Punch card will be surrendered by the workers at the time of closure of contract through the contractor. In case of loss /missing of ID/Punch card, contractor has to deposit Rs. 200/- per card in the cash counter of NALCO for issue of fresh identity card. Incase of discontinuation of job by the workers, the cards will be surrendered to the CISF under intimation to unit HRD**.**

19.3 Attendance of contractor's workers will be regulated through biometric punching systems. In case of discrepancy, decision of EIC/MIC will be Final & Binding on the contractor.

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

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

19.5 **TIME OF WORK: The factory timings are as follows:**
`A' shift-6.00 AM to 2.00 PM, `B' shift-2.00 PM to 10.00 PM, `C' shift-10.00 PM to 6.00 AM,

`G' shift-8.30 AM to 5.30 PM (with 1.00 Hr lunch break from 1PM to 2PM)

20.0 MATERIAL TOOLS & TACKLES:

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

20.2 FREE ISSUE MATERIALS / CONSUMABLES:

Unless mentioned otherwise in the attached tender documents, Argon Gas & Co_2 gas will be supplied by Nalco as Free Issue Item if required for the work executed inside plant. The contractor will do transportation from issue point to work site.

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

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

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

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

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

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

21.0 ENERGY/WATER/GROUND/BUILDING PREMISES:

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

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

21.1.2 Other than LSTK Contracts : If Electricity and Water is required for the work to be executed, it will be supplied by Nalco free of cost from any suitable point. The contractor shall have to make arrangements, at his own cost, for tapping and using the power/water so required as per advice EIC/MIC. Ground/Building Premises will be provided without any rent.

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

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

21.2.1 Power and Water supply will be provided to the contractor to whom the permission has been granted by Estate Department to have establishment in the township/plant as per requirement. Ground/Building Premises inside plant will be provided without any rent. However Building premises provided inside Township will be on chargeable basis as per Rent Circular.

21.2.2 Contractor have to make all arrangements to receive power from designated panels by laying necessary cables and installing suitable distribution board. They have to apply to Estate department through the Engineer-in-Charge. The application will be made in prescribed format and a completion certificate by licensed electrical contractor will be enclosed. The representative of DGM (Elect) will inspect the installation and after getting their clearance, power supply will be charged. The individual establishments are to be maintained and managed by contractors as per IE rules.

21.2.3 At the time of charging of power supply, initial meter reading will be jointly noted by representatives of contractor, Estate Department and Electrical Department.

21.2.4 Every month, energy meter reading will be jointly taken by representatives of Estate Department and Electrical Department. Electricity Bill will be raised by Estate Department @ Rs.4.30 per KWH basing on the meter reading as per the prevailing rate. However, the rate is subject to revision time to time.

21.2.5 Water charges will be billed on monthly basis by Estate department, @ Rs. 150.00 per month or part thereof. However, the rate is subject to revision from time to time.

21.2.6 The contractor has to deposit Water & Electrical Charges on monthly basis. While processing any Final Bill relating to any work, the contractor has to submit clearance certificate from Estate Department covering period under Final Bill.

21.2.7 While processing final bill of the contractor they must enclose Disconnection Certificate from Estate Department for power/water supply connection or Certificate regarding Continuation of connection due to other valid contract with proper reference through concerned EIC & Estate Department.

21.2.8 The final bill will not be processed without compliance of the above. (Supporting document to be attached)

21.3 The contractor must dismantle the structure constructed by him for the purpose of office-cum-store on completion of the contract as per the provision of GCC clause no.2.4.2. If the same is not dismantled within two months of completion of contract, he will not be issued any tender paper or will not be allowed to participate in any tender. Besides with-holding of final bill, other penal action as per contract / Law as deemed fit may be initiated against the contractor.

21.4 Following penal actions shall be initiated against the unauthorized occupant;

21.4.1 Disconnection of power and water supply lines to be made,

21.4.2 Penal rent @ Rs.10,000/- per month Plus GST as applicable or part thereof towards the ground rent and 20 (twenty) times penal rent towards electricity and water charges shall be recovered,

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

22.0 QUANTITY & RATE:

22.1 The quantity & rate schedule format is enclosed at **Annexure-B4**. Bidders are required to quote their rates in figures as well as words in the enclosed **Annexure-B4** only. In case of any discrepancy between rate in figures, words and amount quoted by the bidder, the relevant provision of GCC will apply to resolve the matter.

22.2 The tenderers must quote their most reasonable and workable rate. Overall total evaluated price for all items of schedule of quantities shall be the basis for determining the reasonableness of price and gradations of the tenders. In case the offered price of the tenderer(s) is found to be abnormally low (un-workable), based on the rate approved by NALCO **(if applicable, refer clause no.1.1 (ii) of Annexure-B1)**, the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect through email. The bidder must provide written clarification including detail price analysis of its bid price in relation to Scope, Scheduled, allocation of risks and responsibility, and any other requirement of the bid documents. However, if after evaluating the price analysis, NALCO determines that, the bidder has substantially failed to demonstrate its capability to delivered the contracts at the offered price, then NALCO may reject the bid / proposal. NALCO also reserved the right to award the job without seeking clarification or receiving clarification from the bidder about the price reasonability. In case of non-acceptance of work order, EMD furnished by the bidder shall be forfeited. ***(CLAUSE NO. 22.2-NOT APPLICABLE**, **if Minimum workable offer is not applicable [Refer Caluse No.1.1 (ii) of Annexure-B1]**)*

22.3 Bidder shall quote in figures and in words for the rates tendered by him in the "Quantity & Rate Schedule" (**Annexure-B4**) forming part of the documents, in such a way that misinterpretation is not possible. The amount for each item shall be worked out and entered in the requisite column for all items.

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

22.4.1 No discount over quoted rate / total amount should be mentioned separately in the offer.

22.4.2 No additional rate over quoted rate / total amount should be mentioned separately in the offer.

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

22.4.4 All corrections and alterations in the entries of tender document if any shall be signed in full by the bidder with date. No erasures and over writings are permissible.

22.4.5 Bidders are required to quote for all items of the "quantity and rate schedule" (**Annexure-B4**) otherwise the offer will be dealt as per rules of NALCO & may be rejected as an incomplete offer.

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

22.4.7 Bidders are required to quote their rates up to two decimal places only. Decimal digits beyond two will be rounded off to two decimals for evaluation/placement of order.

22.5 Quantity Variation:

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

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

22.6 REVISED PRICE IMPLICATION:

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

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

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

23.0 QUALITY OF WORK:

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

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

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

24.0 PERFORMANCE SECURITY:

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

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

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

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

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

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

25.0 TAXES & DUTIES:

25.1 GOODS & SERVICES TAX (GST)

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

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

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

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

25.1.5 As per Rule-46 of GST Act, the Serial Number of Tax Invoice should be maximum up to 16 digits, and should be unique for a Financial Year.

25.1.6 As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service.

25.1.7 Payment of GST is subject to compliance as stated in Payment Terms.

25.1.8 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST and other statutory provisions applicable to this work as a service provider either already enacted or to be enacted from time to time during contractual period.

25.1.9 NALCO reserves the right to recover any penalty and Interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of GST compliance by the service provider.

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

25.2.1 If any new Tax/Taxes is introduced on sale of goods/service. Either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the Vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t. Input Tax benefit and reduction in Tax chargeable to Nalco w.r.t. Output Tax benefits in connection with goods and/or services provided.

25.2.2 If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.

25.2.3 The Vendor has to provide a declaration along with the Tender that they will abide by the requirements under CI 171 of CGST Act, 2017.

25.3 INCOME TAX:

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

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

25.3.3 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.

25.3.4 NALCO reserves the right to recover any penalty and interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.

25.3.5 Party has to provide the Copy of Income Tax Return for each of the Two previous Financial Years for which due date for filling of Income Tax Return has expired with self-certification is a mandatory requirement else suitable provisions of Act will be applicable.

25.4 CESS UNDER RE&CS ACT

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

25.5 ROYALTY CLEARANCE.

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

26.0 BILLING & INVOICING:

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

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

26.2 Period of raising RA Bill and GST Invoice will normally be 1 month unless otherwise specified in Special Condition of Contract (**Annexure-B3**). GST Invoice amount should always match to RA Bill / Final Bill amount.

26.3 The RA Bill (in duplicate) will be accompanied by

26.3.1 Joint Measurement Sheet signed by Contractor & EIC/MIC.

26.3.2 R.A. Bill Form signed by Contractor & EIC/MIC.

26.3.3 Human Resource Dept. (HRD) Clearance (if applicable)

26.3.4 Safety Certificate in 1st RA Bill issued by Safety Dept

26.3.5 Any other document required by EIC/MIC or as per directive from statutory authorities.

26.3.6 Deviation statement once the executed value reaches 80% of the Order value.

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

26.4.1 Material Reconciliation Statement for Free Issue Material, (if applicable)

26.4.2 Stores Issue Voucher, Stores Return Voucher, Material Transfer Voucher if any.

26.4.3 No claim certificate duly signed by the contractor.(**Annexure-C28**)

26.4.4 No due certificate from suggested by MIC. (**Annexure-C28**)

26.4.5 Work Completion certificate from EIC/MIC. **(Annexure-C29)**

26.4.6 Deviation Statement

26.4.7 Handing over / taking over certificate (wherever applicable)

26.4.8 Satisfactory commissioning protocol (wherever applicable)

26.4.9 Royalty clearance certificate (wherever applicable)

26.4.10 Electrical License (if required)

26.4.11 Dismantling of Temp Structure, Disconnection of Water/Elect. & Clearance of Charges.
Note: - Certificates not applicable to a particular work will be certified by the MIC.

26.4.12 Anti-Profiteering Declaration Format.

26.4.13 As per Rule-47 of GST Act, time limit for issuing Tax Invoice is 30 days from the date of Supply of Service. Therefore RA/Final Bill must be submitted within 15 days from the end of the billing period. Any delay more than 30 days from Completion of Work will be considered as a failure in contractual terms and the contract may be closed ex-parte on the basis of certification of measurement and amount payable/recoverable considering all recoveries into account by the EIC/MIC. Decision of EIC/MIC shall be final & binding on the contractor. Besides above, the contractor may be treated as dormant or non-responsive and may affect assignment of further business to the vendor.

26.5 Party has to provide the copy of the Income Tax Return for each of the two previous Financial Years for which due date of filling of Income Tax Return has expired with self-certification is mandatory along with each GST Tax Invoice else suitable provisions of Act will be applicable.

26.6 Vendor / Party categorised / designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors / Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filling of ITR has expired, along with the Invoice / Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

27.0 PAYMENT TERMS:

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

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

27.3 Payment against RA Bill will be considered only when the remaining period of the contract is not less than Billing Period defined in the contract or the remaining value of contract is not less than average periodic value executed up to previous RA Bill. In case the remaining period of contract is less than the billing period or the remaining value of contract is less than average periodic value executed up to previous RA Bill, specific declarations that "Final Bill will be submitted in time" will be sought from the contractor with certification by EIC/MIC before processing of RA Bill.

27.4 On award of the contract to the successful bidder, it becomes mandatory by the bidder to enclose a deviation statement with RA bill once the executed value of the work has reached 80% of the awarded value.

27.5 In case of Lump sum / Turnkey contract, the payment shall be released according to approved Billing schedule and Payment Terms specified in special conditions of contract.

27.6 Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Anx-2 (GST new return) of NALCO. If the vendor fails to comply for two consecutive periods against one order, no further payment will be released till compliance is made by 'FILLING' up to last period. If a vendor submits proof of filing GSTR1 duly authenticated by Vendor on the Main page containing Nalco's GSTIN with 'FILLED' status and detail list of invoices generated from their GST login, for Invoices already paid by Nalco, then basic amount of subsequent Invoices may be released. However, GST withheld will be released after checking of GSTR2A.

27.7 GST TDS as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bill.

27.8 Cess will be deducted from Gross bill value as per Building and Other Construction Workers' (RE&CS) Act 1996 for Township construction contracts. (construction, alteration, repairs, maintenance, demolition in relation to buildings, streets, roads, drainage, electrification, distribution of power, water works, communication works etc.)

27.9 Payment against Final Bill will not be released if royalty clearance certificate as stated under Royalty Clearance is not submitted by the vendor.

28.0 PRICE VARIATION FOR LABOUR:

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

29.0 PRICE VARIATION FOR FUEL

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

30.0 DEFECT LIABILITY PERIOD (DLP):

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

30.2 DLP for SPECIALISED WORKS:

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

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

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

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

31.2 The Contractor shall not engage any contract labour having unsound mind, criminal record, and poor health or having record not suitable from security point of view to NALCO.

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

31.4 The contractor shall ensure that no contract labour should leave the work place/plant before time without authorization/gate pass/ permission of the representative of contractor, to check frequent entry/exit, which may also cause security/administrative inconvenience.

31.5 The disputes of the Contractor's labourers are to be settled by individual contractor. In no case NALCO, as the Principal Employer will enter into the matter except witnessing the proceedings, if required by the Statutory Authorities.

31.6 The contractor shall have valid labour license during the execution of the contract, wherever applicable. The contractor shall not engage child labourers, in compliance to statutory requirement.

31.7 PF & ESI A/c Codes: The contractor must possess independent Account Codes from the concerned Regional Provident Fund Commissioner for PF and also independent Account Code from the concerned Regional Director, ESIC for ESI, as applicable.

32.0 RECOVERY TOWARDS COMPENSATION FOR DELAY:

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

32.2 **Other Contracts-** Recovery towards compensation for delay shall be applicable for this type of contract. In case the contractor fails to complete the work within the stipulated period, the contractor shall be liable for a penalty @ 1% (one) of the contract value per week of delay subject to a maximum of 10% (Ten) of the value of the contract, unless otherwise mentioned separately in the Special conditions of contract. (**Annexure-B3**). GST as applicable shall also be recovered.

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

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

33.1.1 If the Proprietor or Partner or Director of the Firm is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;

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

33.1.3 If there is justification for believing that the Proprietor or Partner or Director (or Employee) of the Firm has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of bid or theft or any other illegal activities while carrying out the work etc.

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

33.1.5 If the Firm is blacklisted by any Department of the Central Government/ State Government.

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

33.1.7 Misbehavior/ threatening of departmental supervisory staff during work execution.

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

33.1.9 Persistent & intentional violation of important conditions of contract.

33.1.10 Submission of false/ fabricated/ forged documents for consideration of a bid.

33.1.11 If declared bankrupt or insolvent.

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

33.2.1 Any failure to execute the contract satisfactorily.

33.2.2 Offence except criminal, such as moral turpitude, fraud, theft, unlawful activities within the premises of the company (Plant or Township) by the contractor or their workmen.

33.2.3 Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period.

33.2.4 Submission of false declaration / documents in the offer.

33.2.5 Misconduct / misbehavior of the contractor or any of the workers engaged by them.

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

33.3 **Suspension of Business:** Temporary Suspension of business may be ordered without any notice, where full enquiry into the allegation is pending and may entail the blacklisting of the firm/ party/ contractor, if the allegation is proved.

33.4 **Delisting from Vendor List against all Contracts:**

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

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

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

33.4.4 The delisted Vendor may be re-enlisted upon the request of the Vendor on completion of the de-listment period and subsequent approval by Competent Authority of NALCO.

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

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

33.5 Holiday List: In case the bidder does not participate in three consecutive bids, the bidder will be put under holiday list for a period of one year.

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

33.7 **If any varying of conflicting situation arises in any of the document forming part of the Contract, NALCO's decision with regard to intention/interpretation of the document and the decision shall be final and binding on the parties.**

34.0 TERMINATION OF CONTRACT:

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

34.2 If the Government of India or any Statutory Authority/empowered to do so, decides/directs to terminate the Contract, the contract shall be terminated without any notice and for that contractor shall not be entitled to any claim such as extra claim, loss, loss of profit etc. against NALCO. The settlement of the dues of contractor shall be done on the basis of execution of actual work in accordance with the terms & conditions of contract.

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

35.0 ARBITRATION:

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

36.0 CONTRACT CLOSURE:

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

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

36.2.1 1st stage - Submission of Final Bill, and Performance Guarantee Bond (PGB) maximum within 3 months from the end date of contract period.

36.2.2 2nd stage - Submission of Claim letter for release of SD/PBG maximum within 15 days from the date of closure of Guarantee/DLP.

36.2.3 3rd stage - Settlement of all outstanding relating to the Contract, before release of Contract Completion Certificate (**Annexure-C29**) by EIC/MIC with concurrence of Finance regarding Contract Execution Value.

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

37.1 Mandatory guidelines for saving any form of energy:-

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

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

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

37.2 The Energy Policy of NALCO is attached. The Service Provider needs to comply all the requirements of the Policy in consultation with the Manager-in-Charge of the contract.

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

ANNEXURE-A2

SAFETY GUIDELINES

Special Terms and Conditions of the Contract against Electrical Safety

1- The Contractor shall ensure proper safety of all the workmen, materials, and equipments belonging to him or to NALCO or to others, working at the site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.

2- All equipments used by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines / Rules of NALCO in this regard.

3- Periodical Examinations and all tests for all lifting/hosting equipment & tackles used by the contractor shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by Engineer or by the person authorized by him.

4- The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workman according to the need, as may be directed by Engineer who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and Supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contactor.

5- The Contactor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other contractors under any circumstances, whatsoever, unless expressly, permitted in writing by NALCO to handle such fuses, wiring or electrical equipment.

6- Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall :

a) Satisfy the Engineer that the appliances are in good working condition.

b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances.

c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

7- No work shall be carried out on any live equipment unless otherwise the equipment is declared safe by the Engineer and a permit to work shall be issued by the Engineer. The Contractor before any repair work is carried out on electric lines/equipments whether live or dead shall provide suitable type and sufficient quantity of tools to electricians/ workman etc.

8- In case of any accident during the activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to NALCO's Engineer and also to all the authorities envisaged under the applicable laws.

9- The Contractor shall follow and comply with all NALCO Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any unconformity between statutory requirement and NALCO Safety Rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

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

11- Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards. The contractor must get a permit to work at height from the Engineer-in-Charge before starting the job.

12- The contractor should ensure that all electrical installations at the site comply with the requirements of latest electricity acts / rules.

13- The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the work. The contractor shall provide the sufficient ELCBs / RCCBs for all the portable equipments, electrical switchboards, distribution panels etc. to be used by him to prevent electrical shocks to the workmen.

14- In case of fire in electrical installations, all electrical supplies are to be disconnected first to the affected system. Fire-fighting at the initial stage may be initiated with the CO2, Dry Powder etc. Water will never be sprinkled onto live electrical system.

15- Before starting any job the Contractor will be responsible for the following -

a. Ensuring safe components/equipments are used.

b. Providing earth leakage circuit breakers on all electrically operated power tools/equipments.

c. Inspecting power tools before use and ensuring defective tools are discarded.

d. Using 3 core cable and 3 pin plugs for all portable tools and ensuring its earthing.

e. Authorized electrician is only attending all electrical job as per latest Electrical Rules & CEA guide lines.

f. Ensuring double earthing to all equipments.

g. Ensuring all the electrical system is as per Indian Electricity Rules.

h. Disconnecting and removing all unwanted cables and wires from electrical system.

i. Identification Marks and Numbers are clearly being marked on all electrical distribution boards, switchboards etc. used by the Contractor.

j. All electrical system components being protected against damage.

k. All electrical joints are being tested to meet the standards.

l. Hand lamps are providing with suitable guards.

m. Providing personal protective equipments including electrical safety shoes, rubber gloves etc. as per the enclosed PPE matrix.

n. Ensuring unauthorized person shall not have access to electrical system.

o. Protecting all live parts.

p. Ensuring all fuses are replaced with actual current rating.

ANNEXURE-A3

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

(PPE MATRIX)

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

PPE MATRIX (CPP PLANT)

Major activity	Safety Shoe	Safety Helmet	Safety Goggles	Hand Gloves	Face Shields	Safety Belt	Dust control mask	Ear plugs/ muffs	Personal alert alarm	Crawl board	SCBA sets
Working at height	Y	Y	Y	Y	NR	Y	Y	Y	NR	NR	NR
Excavation/earth work	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Working in noisy area	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Working in dusty area	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Coal compaction /handling	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Sand blasting	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Riveting	Y	Y	Y	Y	NR	NR	Y	Y	NR	NR	NR
Chlorine gas leakage attending	Y	Y	Y	Y	Y	NR	NR	NR	NR	NR	Y
Working on fragile roof	Y	Y	Y	Y	NR	Y	Y	Y	NR	Y	NR
Electrical panel checking	Y	Y	Y	Y TESTED RUBBER HANDGLOVES	NR	NR	Y	Y	NR	NR	NR
Gas Storage shed checking	Y	Y	Y	Y	Y	NR	Y	Y	NR	NR	NR
Confined space checking	Y	Y	Y	Y	NR	Y	Y	Y	Y	NR	Y

Note : Y – yes, NR : not required, SCBA : self contained breathing apparatus, PPE : personal protective equipment.

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

AREA WISE / JOB WISE PPE REQUIREMENTS SMELTER PLANT

1.	**CARBON AREA** 1. Industrial Safety Shoes with 4" ankle height as per IS 15298 Part 2-2002 OR its equivalent. 2. For Bake Oven area Industrial Safety Shoes with 4" ankle height having Nitrile sole as per IS 15298 Part-II -2002 or its equivalent. 3. Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or its equivalent. 4. Safety Helmet as per IS 2925:1984, material-HDPE. 5. Full body harness as per IS 3521 or its equivalent. 6. Cotton / Leather Hand Gloves as per latest IS mark or its equivalent 7. Dust / Mist Respirator shall be FFP2 SL Class as per IS: 9473-2002 or its equivalent. 8. Apron (Pin repair Shop) 9. Head Cover & Apron (Coke & Pitch handling area) 10. Pitch / Fume respirator as per IS 14166:1994 or its equivalent. 11. Safety Helmet with visor as per latest IS or its equivalent {for induction furnace & ladle cleaning of RS (O)}. 12. Safety goggle with blue glass as per latest IS or its equivalent {for induction furnace & ladle cleaning of RS (O)} 13. Special nose mask against fumes & odour as per latest IS or its equivalent for Baking Furnace.	5.	**POT LINE (Mechanical & Operation)** 1. Industrial Safety Shoes with 4" ankle height as per IS 15298 Part 2-2002 or its equivalent. 2. Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or its equivalent. 3. Safety Helmet as per IS 2925:1984, material HDPE. 4. Safety Goggles as per IS 5983 or its equivalent. 5. HF Nose Mask shall be FFP2 SL as per IS 9473-2001 or its equivalent. 6. Cotton / Leather Hand Gloves as per latest IS mark or its equivalent. 7. Safety helmet with visor as per latest IS or its equivalent. 8. Ear Plug / Muff as per latest IS or its equivalent. 9. Apron, Leg Guard as per latest IS or its equivalent. 10. Full body harness as per IS 3521 or its equivalent
2.	**CIVIL WORK** 1. Protective Footwear as per latest IS mark or its equivalent (Ladies & Gents). 2. Safety Helmet as per IS 2925:1984, material HDPE. 3. Dust / Mist Respirator shall be FFP2 SL class as per IS: 9473-2002 or its equivalent. 4. Hand Gloves 5. Full body harness as per IS 3521 or its equivalent 6. Safety Net as per latest IS mark.	6.	**HORTICULTURE WORK** 1. Protective Footwear as per latest IS mark or its equivalent (Ladies & Gents). 2. Safety Helmet as per IS 2925:1984,material HDPE 3. Safety Goggles as per IS 5983. 4. Dust / Mist Respirator shall be FFP2 SL class as per IS:9473-2002 5. Cotton Hand Gloves & Rubber Hand Gloves as per latest IS mark. 6. Organic vapor nose mask as per latest IS mark or its equivalent. 7. Full body harness as per IS 3521 or its equivalent
3.	**CAST HOUSE (Mechanical & Operation) & Rolling Plant** **02)** Industrial Safety Shoes with 4" ankle height as per IS 15298 Part 2-2002 or its equivalent. **03)** Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or its equivalent **04)** Safety Helmet as per IS 2925:1984,material HDPE **05)** Safety Goggles as per IS 5983 or its equivalent. **06)** Cotton / Leather Hand Gloves **07)** Dust / Mist Respirator **08)** Leather Leg Guard **09)** Helmet with Visor (Skimming Area) **10)** Apron (Direct Sow Casting Area & Ingot Skimming Station) **11)** Ear Plug / Muff (Billet Casting Area) of latest IS mark. **12)** Full body harness as per IS 3521 or its equivalent **13)** Safety helmet with visor as per latest IS or its equivalent	7.	**MISCELLANEOUS WORK** **MES, CRS, CENTRAL STORES, LAB, UTILITY & DESPATCH, FINANCE,PLANT HRD & ADMINISTRATION.** Safety Helmet as per IS 2925:1984,material HDPE 1. Industrial Safety Shoes as per IS 15298 Part 2-2002/ or its equivalent/Protective Footwear as per latest IS mark or its equivalent (Ladies & Gents). 2. Safety Goggles as per IS 5983. 3. Cotton / Leather Hand Gloves 4. Ear muff/Ear plug (Utility) of latest IS mark or its equivalent. 5. Dust / Mist Respirator shall be FFP2 SL class as per IS: 9473-2002. 6. Rubber / Surgical hand gloves (for acid / alkali use and at the time of chemical analysis) Lab. 7. Full body harness as per IS 3521 or its equivalent 8. Safety helmet with visor as per latest IS or its equivalent
4.	***ELECTRICAL WORKS*** *1. Industrial Safety Shoes with 4" ankle height as per IS 15298 or its equivalent.* *2. Ladies Industrial Safety Shoes low ankle as per IS 15298:2011 or its equivalent.* *3. Safety Helmet as per IS 2925:1984,material HDPE or its equivalent* *4. Safety Goggles of latest IS mark or its equivalent.* *5. Rubber Hand Gloves (for 6.6 / 11 KV test) as per latest IS or its equivalent.* *6. Dust / Mist Respirator of latest IS mark or its equivalent.* *7. Full body harness as per IS 3521 or its equivalent.*		

Note: *1. The PPEs issued must confirm to latest IS* / DGMS approved or its equivalent standard.

2. In case of damage of any PPE of workmen the same shall be replaced by the contractor irrespective of the time of use.

3. Frequency of issue

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

PPE REQUIREMENTS IN VARIOUS AREAS OF CPP

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

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

Note:

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

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

ANNEXURE-A4

CORPORATE ENVIRONMENTAL POLICY

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

Objectives

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

Commitment

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

Sd.

Place: Bhubaneswar
Date: 30.09.2020

Chairman-cum-Managing Director

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

ANNEXURE-A5

नालको NALCO

National Aluminium Company Limited
CIN: L27203OR1981GOI000920

OCCUPATIONAL HEALTH & SAFETY POLICY

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

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

Place: Bhubaneswar
Date: 30.09.2020

Sd/-
Chairman-cum-Managing Director

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

QUALITY POLICY, GUIDING PRINCIPLES AND COMMITMENT

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

Guiding Principles:

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

Commitment

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

Place: Bhubaneswar
Date: 30.09.2020

Sd.
Chairman-cum-Managing Director

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

ANNEXURE-A6

SOCIAL ACCOUNTABILITY POLICY

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

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

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

This policy is communicated and understood within the organization.

Sd/-

Date: 23.02.2017 **Chairman-cum-Managing Director**

ENERGY POLICY

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

Guiding Principles

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

Commitment

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

Sd/-

Chairman-cum-Managing Director

ANNEXURE-A7

GENERAL ENVIRONMENTAL REQUIREMENT (CAPTIVE POWER PLANT)

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

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

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

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ANNEXURE-A8

GENERAL GUIDELINE TO BIDDER ON REVERSE AUCTION (APPLICABLE)

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

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

18. Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem.

19. Bid Decremental Value & Maximum Seal Percentage shall be uploaded in CPPP keeping in view the L-1 price.In order to have trouble –free elementary level reverse auction process, NALCO reserves the right to make any changes, as deemed fit.

PROPOSED SITE ORGANISATION

NAME OF TENDERER :

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

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

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

COMPLIANCE TO INTEGRITY PACT:

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

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

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

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

Mr. Hare Krushna Das, IAS (Retd.) E-mail: hkdash184@hotmail.com
Mr. Prashant Kumar Jha, IFoS (Retd.) E-mail: pkjhaforest@yahoo.co.in
Mr. N. Shanker Reddy, IPS (Retd.) E-mail: shankerreddyips@gmail.com

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

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

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

Designation - Rajesh Sarkar, Dy General Manager (Ceramic)
Tender Inviting Authority
Tender & Contract Dept., CPP
Ph. No. **9437003807**
Email: **rajesh.sarkar@nalcoindia.co.in**

2. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.
3. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall act in accordance with **Section 6 of The Integrity Pact** .

ANNEXURE A9

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

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

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

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

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

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

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

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

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

CASE-I (FOR DIVISIBLE QUANTITY): All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference. However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable).

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

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

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

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

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

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

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

b) If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.

c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

5.0 **Verification of local content**.

5.1 The 'Class-I local supplier'/ 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format attached/enclosed below.**

5.2 In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

5.3 Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

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

(Declaration by the bidder)

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

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

Tender Ref. No:

Dear Sir,

We, M/s. _____ having its office at _____(address) hereby confirm that the offered product has_____% of the local content.

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

_____

_____

Yours sincerely,

Signature
Name:
Designation:
Contact No.:

ANNEXURE-A10

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

DEFINITIONS

1. GOI vide Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India.

2. "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process

3. "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means

   a. An entity incorporated, established or registered in such a country; or

   b. A subsidiary of an entity incorporated, established or registered in such a country; or

   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

   d. An entity whose beneficial owner is situated in such a country; or

   e. An Indian (or other) agent of such an entity; or

   f. A natural person who is a citizen of such a country; or

   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

   Explanation

   a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

   b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

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

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

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

***

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

PART –B

Contract specific information

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

Form no: F-02/CNT/IDPM/02 Page 1 of 2

1.0	Name of the Work	**REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP**
1.1	Nature of the Work	ONE TIME CONTRACT
1.1(i)	Details of "Items Critical to quality" in case of "Specialized Jobs".	Not Applicable
1.1(ii)	**Minimum Workable offer if applicable** ***(Additional performance Guarantee Bond in case of abnormal low bid)***	NOT APPLICABLE Clause No.22.2 of Annexure-A1 may be referred for detail
1.2	Location of the work	INSIDE PLANT PREMISES
2.0	NIT reference	**MC-5680**
3.0	Contract Period	**24 (TWENTY FOUR) MONTHS**
4.0	No.of Agency required and %distribution of work(subject to availability of bidders)	a) Number of Agency: 01 (One) b) Distribution of Work: 100 %
4.1	Mode of tendering	**OPEN**
4.2	Type of bidding	**TWO PART (E-tender)**
4.3	**REVERSE AUCTION**	**APPLICABLE**
4.4	E.M.D. amount	Rs.**4,50,000/-(Rupees Four Lakhs Fifty Tousand only)** (Ref. Clause 4.0 of Annexure-A1).
5.0	Tender e-Submission Start Date/Time.	From Date:03/09/2026 (6:00 PM)
5.1	Tender e-Submission Last Date/Time.	By Date :01/10/2026 (3.00 PM)
6.0	e-Tender Opening Date/Time	On Date:03 /10 /2026 (10.30 AM)
7.0	Validity of Offer	**04 (Four) Months** from the original date of Tender Opening / last Extended tender opening date, if extension done (As per CPP Portal).
8.1	Bank Guarantee / Indemnity Bond value Against Free Issue Materials.	(i) B.G : Not applicable. (ii) I.B : Rs 23,75,880.00. (Ref clause no:20.2 of Annexure-A1)
8.2	Bank Guarantee against spare materials / equipments taken outside the Plant.	(i) B.G: Not applicable. (Ref clause no:20.2 of Annexure-A1)
9.0	Defect Liability Period	**12(Twelve) Months** (Ref clause 30 of Annexure-A1)
10.1	Current minimum daily wages of all categories of labour	Refer Annexure-B5
10.2.1	The values of L_0 and Y applicable (L_0 =Minimum labour rate) (Y =Labour component)	L_0 = Rs. 644.52 Y_L =Not Applicable *(Ref* Annexure-*B5)*
10.2.2	The values of D_0 and Y applicable (D_0= Diesel rate at Angul at the time of tendering) (Y = Fuel cost component)	Not applicable.
10.3.1	Labor hike reimbursement against change in minimum wages.	Not applicable. *(Ref clause-28.0 of Annexure-A1)*

10.3.2	Fuel escalation against change in Fuel Price	Not applicable. *(Ref clause-29.0 of Annexure-A1)*
10.4	HRD clearance	Applicable. *(Ref clause 17,18, 19 of Annexure-A1)*
10.5	PF & ESI	Applicable. *(Ref clause 2.2.3 ,31.7 of Annexure-A1)*
11	Type of Contract under **GST** & Applicability of **GST & ITC on GST**	**Applicable as per CGST/ SGST/ UTGST & IGST** **(Ref Clause No.25 of Annexure-A1)**
12	Service Accounting Code (SAC) of the contract/Harmonized system of nomenclature (HSN) code	Applicable (SAC NO-995426) *(Ref Annexure-C18)*
13	Recovery towards compensation for delay	Ref clause no: 32 of Annexure-A1.
14	Recovery of Building and Other Const. workers' BOCW (RE& CS) Cess.	Not Applicable *(Ref clause no:27.8 of Annexure-A1)*
15	Gate pass details	Temporary Manpower as per requirement
16	Integrity Pact	Applicable
17	Declaration by Bidder for Implementation of Integrity (ANNEXURE-C32)	Not applicable
18	Security Deposit	Applicable (Applicable as per Clause No.24.0 of Annexure-A1 of NIT)
19	Details of Present / Concurrent Commitment (ANNEXURE-C8)	APPLICABLE

IMPORTANT POINTS TO BE NOTED FOR SUBMISSION OF BID

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

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

SUB: REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP

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

PRE QUALIFYING CRITERIA.

A) TECHNICAL

Experience criteria	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 NITs are invited, should be either of the followings; i. **Three** similar completed/partially completed works each (with above criteria) having **executed value** not less than **₹ 198.11 Lakhs (Rupees One Hundred Ninety Eight Lakh Eleven Thousand only).** **OR** ii. **Two** similar completed/partially completed works each (with above criteria) having **executed value** not less than **₹ 247.64 Lakhs (Rupees Two Hundred Forty Seven Lakh Sixty Four Thousand only).** **OR** iii. **One** similar completed/partially completed work (with above criteria) having **executed value** not less than **₹ 396.22 Lakhs (Rupees Three Hundred Ninety Six Lakh Twenty Two Thousand only).** The work experience should be of "Working directly" and possess relevant experience as per the details given under experience criteria. "Working directly" implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work. **Evaluation criteria:** Cost of the completed works by the bidder shall be escalated @ 10% per annum (simple rate) to bring them at the current price level. (The cost of work completed within one year prior to original date of bid opening shall not be considered for any weightage. The weightage shall only be considered for work completed prior to one year of original date of bid opening on annual basis and no weightage shall be given for part of the year) "**Similar Work**" means **"Construction / Repair / Rehabilitation of 'RCC Chimney' at the height not less than 150 m"** Partially completed work in progress (not abandoned) shall be considered.	1. The bidder should submit copy of following documents duly attested by a notary public or Gazetted officer. a) Work Order with value along with Amendment , if any , Scope of Work & Bill of quantity for assessment of Experience Criteria. b) Satisfactory Completion Certificate indicating the value of work executed & period of contract obtained from Principal Owner of the work for whom the work has been executed. 2. In case the bidder submits the credentials as a sub-contractor the following copies are to be submitted duly attested by a notary public or gazette officer: a) Detailed work order / PO / Agreement from the main agency. b) Completion certificate issued by main agency indicating the value of work executed & period of contract. c) Completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package. 3. In case of partially completed works the party has to submit the part completion certificate indicating the value of work completed and the performance/progress of the bidder should be satisfactory. **NB : The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificates issued after 30/06/2022.**

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

B) FINANCIAL

Experience criteria	Documentary proof
1) The average annual turnover of the vendor for last three financial years should be minimum **₹ 148.58 Lakhs (Rupees One Hundred Forty Eight Lakh Fifty Eight 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) The Bidders should have minimum positive working capital of **₹ 61.91 Lakhs (Rupees Sixty One Lakh Ninety One Thousand only)**. Alternatively the bidder should make exclusive credit limit available from one or more Scheduled Commercial Banks for the proposed work and submit a line of confirmation from the bank/banks as documentary evidence. 3) The bidder should have minimum positive Net worth of **₹ 123.82 lakh (Rupees One Hundred Twenty Three Lakh Eighty Two Thousand only)** during the latest financial year as per audited balance sheet. Note: (For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.)	The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years duly attested by a Notary Public or Gazetted Officer in support of both the qualifying criteria of turnover and net worth along with the bid. All certificates or documents issued by a Chartered Accountant (CA) or Cost Accountant (CMA/CWA) in support of the technical or financial qualifying criteria shall bear a valid UDIN (Unique Document Identification Number), in accordance with the guidelines issued by ICAI and ICMAI. Certificates without a valid UDIN shall not be considered for evaluation. *In case the audited financial statements for the financial year 2025-26 are not available, a Chartered Accountant-certified Turnover, Net Worth and Working Capital Certificate for FY 2025-26 may be submitted. In the event the bidder is unable to submit either the audited financial statements or the CA-certified financial statements for FY 2025-26, the Annual Financial Turnover for FY 2022-23, FY 2023-24 and FY 2024-25, along with the Net Worth and Working Capital Statement for FY 2024-25, may be considered, provided the bidder submits a certificate issued by its Chartered Accountant confirming that the audited financial statements for FY 2025-26 were not ready as on the date of bid submission.*

C) CRIMINAL BACKGROUND:

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

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

Note:

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

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

ANNEXURE-B2

SCOPE OF WORK

SUB: REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP

The Scope of work includes Rehabilitation/ strengthening of Concrete Structures of Chimney-4 & 5 at CPP, NALCO, Angul.

Structural strengthening of RCC Chimney includes various works like designing & installation of complete system for execution of work, chipping of old surface, cutting & filling of cracks, epoxy injection grouting, anticorrosive treatment to exposed reinforcement, Corrosion Inhibitor, applying bond coat, making up lost section with Polymer Modified Mortar, application of wrapping system & protective coating to new surface including repair of existing Structural platforms, ladders, lift supporting/ anchoring structures etc. The scope of work also includes other civil engineering works required for the completion of the project in all aspects as indicated in the Bill of quantities.

The Chimney-4 & 5 of CPP are approximately 220 m high each. These chimneys are multi flue chimney (for 2 units of 120MW each). All the units are running units. The agency has to execute the work under units running condition. The chimneys have got structural lifts as well as stairs/ platform system on the outer side but it is difficult to reach at top level platform of the chimney by using the lift /stairs. There is some flue gas leakage near the top portion of Chimney. There is a cage ladder provided on outer surface of the chimney to reach at top level.

The bidder has to design and install access system for work execution considering the above conditions. (BOQ Item No. 1). The agency has to submit the detail design and drawing of the access system approved by the reputed government institutions (IIT /NIT etc.). The bidder shall submit the detailed methodology of working system from zero meter to 220 meter considering the above site conditions. The bidder is requested to visit the site to know the working conditions and to accustom with the site conditions. The access system installed by the bidder for work execution shall be dismantled and taken back by the bidder at his own cost after completion of work.

The contractor shall furnish all manpower, materials, equipments and tools so required for the complete performance of the work in accordance with specification herein and as per the instruction of the Manager-in-charge.

TECHNICAL SPECIFICATIONS

All works shall be carried out as per BOQ, relevant CPWD/ IS/ Manufacturer's specifications, GCC and direction of Manager in-charge.

If the Indian standard specifications do not cover the same, the work should be carried out as per standard engineering practice such as Central Public Works Department specifications or any other standard in order of preference subject to the approval of Engineer-in-charge.

SPECIFICATION OF REPAIR/ RETROFITTING WORKS

All works involving use of special construction chemicals shall be carried out as per the manufacture's specifications including surface preparation, preparation of mix, application, coverage, finishing, curing etc.

The rate of the respective items shall be for the complete finished work in all respects as per specification and direction of the Engineer-in-charge.

The construction chemicals of manufacturers like Fosroc, Sika, Master Builder, Pidilite, STP, Krishna Conchem, MYK Arment etc are recommended for use in work by authorized applicator of respective manufacturers.

Before purchasing the same contractor shall submit the samples along with manufacturers test certificates matching with material specification & obtain the permission from Manager-in-Charge.

It is responsibility of the contractor to ensure the procurement of materials matching with approved sample.

METHOD OF TESTING / INSPECTION

Method of testing / Inspection shall be as per relevant Indian standards and/or Manufacturer's specification. Cost of testing etc. shall be borne by the contractor.

DEFECT LIABILITY PERIOD (DLP):

The Defect Liability period shall start from the date of final completion of work in all respect. The contractor shall maintain and attend to all defects arising in the structures constructed by them during the Defect Liability period. If any major defect arises during such period, the contractor shall reconstruct/ rectify the same within/ stipulated period after discussion with the MIC. Defect Liability period of such area of work shall be extended for a period of one year after rectification of major defects.

MATERIAL SUPPLIED BY OWNER (FIM)

Reinforcement & Structural steel as specified in BOQ shall be supplied as free issue material by Nalco at Nalco's store. The contractor shall make necessary arrangements for taking delivery from stores/ other designated places, loading, unloading, transporting from store to site of work and return of surplus materials to store/ scrap yard at their own cost.

HEIGHT/ELEVATION OF WORK

Work shall be executed at all elevation of the Chimney- 4 & 5. The maximum height of Chimney may be considered as 220.0 mtr from ground level.

GENERAL CONDITIONS OF CONTRACT

Contractor shall abide by the General Condition of contract applicable for civil works / works contract.

ANNEXURE-B3

SPECIAL CONDITINS OF CONTRACT

SUB: REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP

1. The Structural rehabilitation work is to be carried out up to a height of 220 m under this contract. Agency is advised to visit site before quoting to get familiar with site & height of working area. All rates are inclusive of all height and no extra payment will be given on account of height.
2. The estimated quantity in BOQ is indicative only and may vary to any extent (Both positive and negative). However rates shall remain firm in the contract. Contractor has to execute the work as per drawings/ instruction of Manager-in-charge. Payment shall be made for the actual quantity of work done as per actual measurement at site.
3. No payment/ measurement will be made/recorded for incomplete works.
4. During progress of work, NALCO may order the removal of part/whole of such work already executed that is found not to be in accordance with drawings/specifications/ instructions. No extra claim shall be entertained for re-executing or altering of such works. Similarly any materials brought to site and rejected by NALCO shall be removed from the site by the contractor immediately at their own expense.
5. All materials are in the scope of agency except those listed under FIM.
6. The Contractor shall at his own cost properly store all materials brought by him to the work site in order to prevent damage from rain, wind, direct exposure to sun, theft, pilferage etc. and no liability shall rest with NALCO for any loss due to these factors.
7. All testing of samples and works as required for ensuring proper quality shall be carried out by the contractor as per instruction of NALCO. The tests shall be carried out at approved institutions/ laboratories as per standards for every lot/batch of material brought at site by the contractor at their own expense.
8. All bought out Construction chemicals to be got approved before procurement. The bought out materials shall be checked for quality before execution in the works. A separate register for the same shall be prepared and approval of EIC shall be taken before use.
9. The agency shall procure the quantity of construction chemicals keeping in mind the expiry date of chemicals. The quantity of construction chemicals shall be procured based on the estimated/anticipated progress of work. No construction chemicals shall be allowed to be used after expiry date.
10. The actual consumption/coverage of construction chemicals/paints in relevant items should not be less than the theoretical consumption as per the manufacturer's specification.
11. Agency has to keep necessary coating thickness gauge at site for measurement of D.F.T. for each coat of paint application i.e. first, second and Top coat.
12. Manufacturer’s test certificate to be submitted along with the bought out materials with proper correlation to batch number.
13. The agency has to ensure the gate entry challan of all bought out materials at the material gate before their entry. Copy of the same to be submitted on demand for verification.
14. Agency has to ensure reconciliation of the bought-out materials as well as for the free issue materials by Nalco before release of each RA bill.
15. The empty drum containers shall not be removed from the site of work till relevant item of work has been completed and/or it is absolutely necessary to shift/dispose the same and

written permission must be obtained from Engineer In Charge before the same are taken out/disposed.

16. The agency shall deploy a safety engineer, a site engineer and a site supervisor for smooth execution of work for full time. This is the minimum requirement, additional technical manpower if required by Nalco shall be deployed by the agency at his own cost.
17. Agency shall follow & comply with all safety norms & practices prevailing for working at height.
18. As the work is to be carried out at height, experienced & medically fit workers are to be deployed by the contractor.
19. Safety of manpower is the prime responsibility of the agency. The agency shall do the medical checkup and safety training of all the workers before deploying them for work at site. The agency will be solely responsible for any unsafe act or any incident arising out by unsafe act. The agency shall submit the Job safety analysis of the work and shall take valid permit/ permission from EIC for execution of work prior to start the execution of work. Nalco reserves the right to take action if the agency fails to comply the safety requirements at site.
20. Police verification of the labors to be done before engaging them for work.
21. As the plant will be in continuous operation, the agency has to ensure issue of LC/ work permit before commencement of work as and when required.
22. Proper barricading of the area to be made during execution of work.

ENVIRONMENTAL REQUIREMENT

1. Contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants.
2. It will be the responsibility of the contractor for safe disposal of the waste/debris generated in execution of work to the allotted location as assigned by MIC.
3. Transportation of debris should be proper and should not harm the environment.
4. Proper storage of toxic materials should be insured so that it cannot pollute the environment.
5. The contractor should ensure that oil & grease are stored, handled and disposed properly.
6. GI sheet/ MS sheet/ Masonry platform is essential for mixing cement, sand and stone chips for concrete work.
7. Materials like cement, sand and stone chips etc. should be stacked properly in working area.
8. The contractor will clean the empty paint drums/ containers and disposed them as per statutory requirement.
9. The contractor has to keep all empty bags generated from execution of work properly in their store for recycling and re-use purpose.
10. Contractor should make use of equipments having permissible noise limits and not polluting the atmosphere by any means.
11. Contractor should ensure proper awareness of workers to maintain for a green and clean environment, safety and health related issues.

SAFETY REQUIREMENT

The party should supply the following safety appliance to their workmen during execution of work.

1. Safety shoes & safety helmets to all workmen.
2. Nose mask to the workman working in dusty area.
3. Safety goggles, hand gloves and face shields to welders and grinders.
4. Necessary head load carrying helmets shall be provided.
5. Necessary work permit, height permits, confined space entry permits, line clearance should be obtained before the start of work wherever required.
6. The area should be cordoned with proper signage.

7. Medical test certificate with respect to fitness to work at height before commencement of the work from a registered doctor/hospital shall be arranged.
8. All the lifting equipments, machinery, tools & tackles shall be tested and necessary test certificates shall be obtained from an approved competent authority.
9. The contractor should train his workers about the PPEs and their safe uses.

NALCO's OBLIGATION

All listed free issue material will be supplied by NALCO free of cost as per requirement.

CONTRACTOR's OBLIGATION

1. The contractor has to submit bar chart to carry out different activities according to the BOQ of work order and taking into account of contract time period.
2. In every item proper safety, quality and workmanship should be ensured at working place by the contractor.
3. The contractor has to obey Safety, Environment and 5-S norms of CPP.
4. The contractor / supervisor have to report regarding progress of work daily in office.

TOOLS & PLANTS

All tools, tackles, scaffolding materials etc. required for execution of work shall be arranged by the agency.

ANNEXURE-B4

QUANTITY & RATE SCHEDULE

SUB: REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP

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

(Enclosed separately with this Tender)

ANNEXURE-B5

Minimum Wages of Contract Labours W.E.F. 01/April/26

SL NO	CATEGORY	MINIMUM RATES OF WAGES PAYABLE INCLUSIVE OF WAGES FOR WEEKLY OFF, VDA & CANTEEN SUBSIDY			
		MINIMUM WAGE RATES (INCLUSIVE OF WAGES FOR WEEKLY OFF & VDA) IN Rs. .	ADDITIONAL ELEMENT IN Rs.	CANTEEN SUBSIDY IN Rs	TOTAL IN Rs
1	UNSKILLED WORKER	556.00	57.28	31.24	644.52
2	SEMI SKILLED WORKER	693.00	57.28	31.24	781.52
3	SKILLED WORKER	827.00	57.28	31.24	915.52
4	HIGHLY SKILLED WORKER	964.00	57.28	31.24	1052.52

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

WRITE LIST OF PPEs HERE

Declaration by the Bidder (Contractor)

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

(Signature of bidder)

PART –C

Formats for contract execution

ANNEXURE-C 1

FORWARDING LETTER AND UNDERTAKING

From: _____

_____

_____

To
Tender Inviting Authority
National Aluminium Company Ltd.

Sub: Letter of Undertaking.

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

Date_____day of _____ Signature _____

(NAME IN BLOCK LETTERS)

(To be signed by authorized person.)

Fax: ……., Mob: ……..

Email: ……..

(Seal of the Company)

ANNEXURE-C2

MANDATORY INFORMATION OF THE BIDDER

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

Date: _____ **(Signature and official seal of the Proprietor / Authorized Person)**

ANNEXURE-C3

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

In case of no deviation please write 'No Deviation' in the space below:

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

Signature & Seal of bidder.

ANNEXURE-C4

-: DECLARATION BY THE BIDDER :-

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

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

OR

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

NOTE: Strike out whichever is not applicable.

(a) That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;

(b) That, this firm has not been blacklisted/debarred/banned in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.

(c) That, we are not in any arbitration/legal cases with NALCO and no cases are pending in court of law.

(d) That, the proprietor/partners/directors/ employees of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.

(e) That, we have never been prosecuted by any statutory authority

(f) That, any change in the constitution of the firm shall be made with prior clearance from NALCO.

(g) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents including GCC and our offer fully comply with the requirements spelt out in the tender documents.

(h) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.

(i) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.

(j) We undertake to receive payment through E-payment mode.

(k) The **Annexure-19** and **Annexure-20** regarding relatives working in NALCO are filled up and enclosed.

(l) The **Annexure-C8** regarding present / concurrent commitment of the tenderer are also properly filled up and enclosed **(where ever applicable)**

(m) That we have quoted the rates in figures as well as words.

(n) We undertake that we do not have any unauthorized structure / construction inside Nalco-nagar Township or Plant. We also undertake to remove any / all such structures, if detected by Nalco later on in compliance of GCC terms and conditions.

(o) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.

(p) **I/we declare that the document down loaded by me/my company is/are not tampered in any form**.

(q) We under take that my workers shall use electronic Punch cards at the Plant gates at the time of entry and exit if introduced by NALCO. Failing which he shall not be allowed into the Plant.

(r) That I have submitted EMD in absence of which my bid will be rejected.

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

Date:_____ Signature Authorized Person With seal

ANNEXURE-C5

Undertaking on Downloaded tender documents

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

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

Date:_____ Signature Authorized Person With seal

ANNEXURE-C6

PQC – Technical

Detailed Work Order and Execution Statistics

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

Signature of the Bidder

ANNEXURE-C7

(This is an Optional / Indivative Format)

PQC – Financial
Details of Turnover / Net worth

NAME OF TENDERER

(A) - TURNOVER (Profit & Loss Account)

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

(B) - NETWORTH (Balance sheet)

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

Signature & Seal of bidder.

ANNEXURE-C8

DETAILS OF PRESENT / CONCURRENT COMMITMENTS OF THE TENDERER (APPLICABLE)

AS ON ……../……../…… (*)

(Last day of Month Previous to Due Date of submission / extended tender submission date)

Name of Work: (*) ……..

Tender Reference No.:(*) ……..

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
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.

Signature of the bidder_____

Name of the Bidder_____

Company Seal

ANNEXURE-C9

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 SUPPLIER OF SERVICE

Date :

Inv Serial No. :

Service PO Ref. :

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 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
Designation / Status

Signature

Note:

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

ANNEXURE-C10

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

To
National Aluminium Company Limited
Nalco Nagar – 759145, Dist.-Angul, Orissa.

Dear Sir,
Sub. :- Authorization for release of payment due from NALCO……………………..through e-mode facilities of RTGS/NEFT/Internet Banking.

Refer Order No………………………………………………. Date……………………….
And/ or Tender/ Enquiry/ Letter No………………………………… Date…………………

(Please fill in the information in CAPITAL LETTER 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.			
Account type	Savings:	Current:	Cash Credit:
Account No.(as appearing in the Cheque Book).			
(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 & code and Account number)			
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 Internet / RTGS / NEFT.

Place:
Date: Signature of the Party / Authorized Signatory

……………………………………………………………………………………………….
Certified that particulars furnished above are correct as per our record.

Bank's Stamp:
Date:

(Signature of the Authorized Official from the Banks)

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

ANNEXURE-C11

INDEMINTY BOND AGAINST FREE ISSUE MATERIAL TO SELLER/CONTRACTORS

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

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

AND WHERAS:

i) The owner subject to availability has agreed to supply to the contractor raw materials for the purpose of execution of the said contract by the "Contractor" (the raw materials to be supplied by the owner to the contractor herein after for the sake of brevity referred to as the "said materials") and pending execution by the "Contractor" of the said contract incorporating the said materials. The said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the contract.

ii) As a pre-condition to the supply of the said materials by the owner to the "contractor", the owner has required the contractor to furnish to the owner an Indemnity Bond in the manner and upon terms and conditions herein after indicated.

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

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

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

ii) This Indemnity/undertaking shall not be determined or change of constitution or insolvency of the * contractor but shall be in all respects and for all purpose be binding and operative until payment of all money payable the owner in terms thereof.

iii) The mere statement of allegation made by or on behalf of the owner in any notice or demand or other writing addressed to the * contractor as to any of the said materials or item or part thereof having been lost, damaged, destroyed, misused, or misappropriate while in the custody of the contractor and/or prior to the completion of the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the fact of the said materials or item or part thereof having being supplied to the contractor and/or the loss, damaged, destruction, misused, or misappropriate thereof as the case may be, while in the custody of the contractor and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessary of the part of the owner to produce any documentary proof or other evidence whatsoever in contract in support of this.

iv) The amount sated in any notice of the demand addressed by the owner to the contractor as to the value of such said materials lost, damaged destroyed, misused or misappropriated, inclusive relative to the cost and expenses incurred by the owner in connection therewith shall be conclusive of the value of such said materials and the said cost and expense as also of the amount liable to be paid to be paid to the owner.

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

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

SIGNED BY COMPETENT AUTHORITY

Place:- CPP, NALCO,ANGUL
DATE:-

ANNEXURE-C12

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No._____ Date: _____

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 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 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 disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. 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 authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs…… (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……. ……Bank
Corporate Seal of the Bank By its constitutional Attorney
Signature of duly Authorised person
On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG/ e-BG:

Name----------

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

E-mail:

Note: 1 : BGs/ e-BG to be furnished from any of the approved banks of NALCO.

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

Beneficiary	:	NATIONAL ALUMINIUM CO LTD CPP
Banker	:	State Bank of India
Branch	:	Kandsar(Nalco Nagar)
A/C No	:	00000010657908589
IFSC Code	:	SBIN0008279
Address of Bank :		**AT/P.O – Kandsar,P.S - Nalco Nagar,Dist – Angul ,ODISHA,,Pin - 759145**

ANNEXURE-C13

CONTRACT CUM PERFORMANCE BANK 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 Unit/Office at ……. (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter referred to as "The Company" 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 ……..(work/assignment description) on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No. ……..dated ……and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas 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 Company 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" including 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 …….., IFS Code……. and Branch Mail ID…….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 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 ` …….. (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 Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.

5. We ……..Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
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) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such 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 from all the liabilities under this guarantee.
8. We……Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).
9. We ……..Bank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, ……..…….. (Bank), Branch office at……..., IFS Code…… with Address……., PIN 75……..., having Branch Mail Id……..

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG/ e-BG:

Name----------

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

E-mail:

Note: 1 : BGs/ e-BG to be furnished from any of the approved banks of NALCO.

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

Beneficiary : NATIONAL ALUMINIUM CO LTD.

Banker : State Bank of India

Branch : Kandsar(Nalco Nagar)

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

IFSC Code : SBIN0008279

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

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

ANNEXURE-C14

BANK GUARANTEE FOR PERFORMANCE SECURITY/ 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 UNIT/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called " The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s. .....(Hereinafter called "the said Contractor(s)/ Seller(s)"), which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. ..... dt. .....for ..... (work/assignment description) of Performance Security 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 `. ..... (Rupees .... only).
2. WE .....Bank, having its branch office at ....., IFS Code..... and Branch Mail ID.....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)/orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (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 this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

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) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs……(Rupees……only) and shall remain in force till……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We……Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).
9. We ……..Bank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, …….. (Bank), Branch office at……., IFS Code…… with Address……., PIN 75……., having Branch Mail Id……..

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG/ e-BG:

Name----------

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

E-mail :

Note: 1 : BGs/ e-BG to be furnished from any of the approved banks of NALCO.

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

Beneficiary : NATIONAL ALUMINIUM CO LTD.

Banker : State Bank of India

Branch : Kandsar(Nalco Nagar)

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

IFSC Code : SBIN0008279

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

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

ANNEXURE-C15

BANK GUARANTEE AGAINST FREE ISSUE OF MATERIALS / EQUIPMENTS TAKEN OUTSIDE THE PLANT

(To be executed on Non-judicial stamp paper or appropriate value)

GUARANTEE NO..... DATE :.....

1. WHEREAS National Aluminium Company Limited (hereinafter referred to as "the Company") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751 061, Odisha, and their Branch Unit/office at _____(UNIT/OFFICE ADDRESS), has entered into a Contract with M/s _____ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns for the work of _____ _____ on the terms and conditions as set out, inter-alias, in the Company's Contract No._____ dated: _____ and various documents forming part thereof hereinafter collectively referred to as the "said contract" which expression shall include all amendments, modifications and/or variations thereto.

   AND WHEREAS one of the conditions of the said contract is that the Company has agreed to supply to the contractor raw-materials (hereinafter referred to as the "said materials") for the purpose of execution by the contractor of the said contract and pending execution by the contractor of the said contract incorporating the said materials, the said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.

2. AND WHEREAS the Company has asked the contractor for adequate security for the said materials to be supplied to the contractor under the contract.

3. AND WHEREAS at the request of the contractor the Company has agreed to accept a bank guarantee from _____ with Registered Office at _____ (hereinafter referred to as "the surety").

4. NOW THIS GUARANTEE WITNESSETH that in consideration of the Company having at the request of contractor agreed to accept a Bank Guarantee of the Surety amounting to `_____ (Rupees _____ _____ only) in respect of the said materials against any and all loss, damage, destruction (inclusive of but not limited to any and all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, explosion, storage, chemical or physical action or reaction, bending, wrapping exposure, rusting, faulty workmanship, faulty methods or technique of fabrication, or other act of omission or commission whatsoever within the control of the contractor, misuse or misappropriation by the contractor and the contractor's servant and/or agents whatsoever to or of in the said materials or any part of items thereof from the date the said materials was supplied to the contractor upto and until the date of return to the Company of the said materials or relative part of item thereof or completed fabricated work(s) incorporating the said materials, the surety shall indemnify and pay, without protest or demur and without recourse to the contractor, the Company upto and not exceeding altogether a sum of `_____ (Rupees _____only) on demand by the Company. The decision of the Company as to any loss, damage, destruction, misuse and misappropriation under the terms and conditions of this guarantee shall be final and binding on the Surety.

5. THIS GUARANTEE is irrevocable and will remain in force and effect upto and until the said materials have been returned to the Company as per terms of the said contract and intimation thereof being given by the Company to the surety on the aggregate amount payable hereunder has been paid by the surety to the Company, whichever is earlier.

6. Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to `_____ (Rupees_____ only) and this guarantee will remain in force upto _____ in the first instance. However, if the contractor's obligations under this guarantee is not completed or fully performed within this period, the surety hereby agrees to further extend the guarantee till such time as is required to fulfill such obligations.

7. We have the power to issue this guarantee in your favour under memorandum and Articles of Association and the undersigned has full power to do so under the power of Attorney dated _____ granted to him by the Bank.

8. Unless a claim made on us within three months from the date of expiry, i.e., _____, all our rights under the said guarantee shall be forfeited and we shall be relieved, and discharged from all liabilities there under.

9. We ……..….. Bank, having its branch office at …….……..., IFS Code……..…….. and branch Mail ID…….lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Consultant.

10. We ……..Bank further agree that this Guarantee shall be invocable at Angul / Bhubaneswar, …….…….. (Bank), Branch office at……..., IFS Code…… with Address……., PIN 75……..., having Branch Mail Id……..

Date…….. .....Bank
IFSC Code:…….. By its constitutional Attorney
Corporate Seal of the Bank

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG/ e-BG:
Name----------
Address for Correspondence: ---------- Telephone & Fax No.
E-mail:
Note: 1 : BGs/ e-BG to be furnished from any of the approved banks of NALCO.
Note: 2 : BG / e-BG confirmation must be sent to our Banker through SFMS with the followings details :
Beneficiary : NATIONAL ALUMINIUM CO LTD.
Banker : State Bank of India
Branch : Kandsar (Nalco Nagar)
A/C No : **00000010657908589(CPP)/ 00000010657908114(Smelter)** IFSC Code : SBIN0008279
Address of Bank : AT/P.O – Kandsar, P.S - Nalco Nagar, Dist - Angul , ODISHA, Pin - 759145
Mail id : sbi.08279@sbi.co.in

ANNEXURE-C16

BANK GUARANTEE FOR ADVANCE PAYMENT

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

B. G. No._____ Date:_____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs……(Rupees……..only) to M/s. …… (hereinafter called "the said Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order No…….. dated. …… for …… (work/assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. 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 Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs…….. (Rupees……..only).
3. We undertake to pay to the Company any money so demanded not withstanding any claim dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities 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

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

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

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG/ e-BG:
Name----------
Address for Correspondence: ---------- Telephone & Fax No.
E-mail:
Note: 1 : BGs/ e-BG to be furnished from any of the approved banks of NALCO.

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

Beneficiary	:	NATIONAL ALUMINIUM CO LTD CPP
Banker	:	State Bank of India
Branch	:	Kandsar(Nalco Nagar)
A/C No	:	00000010657908589
IFSC Code	:	SBIN0008279
Address of Bank	:	AT/P.O – Kandsar,P.S - Nalco Nagar,Dist – Angul ,ODISHA,,Pin - 759145

ANNEXURE-C17

LIST OF STANDARDISED BANKS

I. List of PSU Banks

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

II. List of Private Banks

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

III. List of Foreign Banks

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

ANNEXURE-C18

SAC CODES for Services & HSN code for supply

Sl. No	vendor code	Service PO No. &Supply	Supply/Service Description	Service Accounting Code (SAC) (6 DIGIT) & HSN code (6 digit)
				995426

ANNEXURE-C19

NATIONAL ALUMINIUM COMPANY LIMITED
CAPTIVE POWER PLANT DIVISION

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

The tenderer shall carefully study the list of directors of NALCO from the website written below

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

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

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

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

Sl. No.	Name	Relationship

SIGNATURE OF THE TENDERER

ANNEXURE-C20

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

(Strike out which is not applicable)

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

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

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

SIGNATURE OF THE TENDERER

ANNEXURE-C21

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2026, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013,Odisha, India (referred to as NALCO) acting through Shri Rajesh Sarkar, Dy.General Manager (Ceramic) 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 **REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP** and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

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

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

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

Commitments of BIDDERs

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

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

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

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

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

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to

officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

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

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

4. **Previous Transgression**

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

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

5.. **Sanctions for Violations :**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Facilitation of Investigation:**

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

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

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

9. **Other Legal Actions:**

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

10. **Validity:**

10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.

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

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

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

For & on behalf of	For & on behalf of
BUYER	**BIDDER**
Name of the Officer:Shri Rajesh Sarkar	
Designation:Dy.General Managaer (Ceramic)	
Company: CPP,NALCO,ANGUL	
Official Seal	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

****

ANNEXURE-C22

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

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

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

1.	(a)	Is the bidder currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes,: give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
4.	(a)	Arbitration cases pending.	Yes/No
	(b)	If yes, give details:	
5.	(a)	Disputed incomplete 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 will be summarily be rejected.

Signature of the bidder
Date : ……

ANNEXURE-C23

A G R E E M E N T

CONTRACT AGREEMENT FOR THE WORK OF.....(-.....) DATED. ...../...../.....,(the …th day of the month of……of the year two thousand……) between **M/s**..... in the town of……. **AT/PO-**..... **,DIST-**.....**STATE**.....**.,PIN-**..... here in after called ,the "Contractor" (which terms shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the **NATIONAL ALUMINIUM COMPANY LIMITED** hereinafter called the "**OWNER"** (Which term shall, unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the other part.

Whereas:

(A) The owner being desirous of having provided and executed certain works mentioned enumerated or referred to in the tender documents including Notice Inviting Tender/Letter Inviting Tender, General Conditions, Drawings, Plans, Time schedule of Completion of jobs, and other documents has called for Tender.

(B) The Contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, subsoil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the executions and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

(C The Notice Inviting Tender/ Letter Inviting Tender, General conditions of Contract, Special Conditions of Contract, General Obligations, Specifications, Drawings, Plans, Time Schedule of Completion of jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures, copies for which are hereto annexed form part of this contract though separately set out herein and are included in the expression ``CONTRACT'' wherever herein used.

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

AND WHEREAS:

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

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

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

A N D

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

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

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

Signed & delivered for &
on behalf of Owner

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

Signed & delivered for &
on behalf of Contractor.

(M/S.....)
PLACE:.

IN THE PRESENCE OF TWO WITNESSES.

NALCO'S WITNESS.

01)_____

02)_____

CONTRACTOR'S WITNESS.

01)_____

02)_____

PLACE: NALCO, CPP

ANNEXURE-C24

COMMERCIAL QUESTIONNAIRE

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

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

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

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

SIGNATURE OF BIDDER :_____

NAME OF BIDDER :_____

COMPANY SEAL :_____

नालको NALCO

NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
TENDER & CONTRACT DEPT., CAPTIVE POWER PLANT
Web site: www.nalcoindia.com

ANNEXURE-C25

CHECKLIST FOR BIDDER.

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

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

Sl No.	Documents description	For Two Part	For Single Part
17.	**Annexure-C19 & C20** regarding relatives in NALCO	Yes / No	Yes / No
18.	**Annexure-C8** regarding details of present / concurrent commitments and information of the tenderer **(where ever applicable)**	Yes / No	NA
19.	Documentary evidence in support of pre-qualifying criteria of the NIT **Work Orders listing as per (Annexure-C6)** **Work Orders listing as per (Annexure-C7)**	Yes / No Yes / No	NA
20.	Copies of audited Balance Sheet / Profit & Loss account for the last three Financial Years	Yes / No	Yes / No
21.	Copy of statutory license, if applicable	Yes / No	Yes / No
22.	List of tools & tackles	Yes / No	NA
23.	All the pages of the offer including GCC are signed by the bidder	Yes / No	Yes / No
24.	Supporting documents are attested by Gazetted Officer / Notary Public	Yes / No	Yes / No
25.	Price Bid contains no conditions in any form	Yes / No	Yes / No
26.	Pre Contract Integrity Pact **(Annexure-C21)**	Yes/No	NA
27.	**Preference to Make In India (Annexure-A09)**	Yes / No	Yes / No
28.	**Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (Annexure-A10)**	Yes / No	Yes / No

SIGNATURE OF TENDERER WITH SEAL

ANNEXURE-C26

CHECK LIST FOR SUBMISSION OF OFFER

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

Please tick the box and ensure compliance:

1.0 **Bid submission Letter** as per proforma attached in bidding document.
Submitted. ☐

2.0 **Information about Bidder** as per proforma attached in bidding document.
Submitted. ☐

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

Submitted in the form of DD/ BG/ e-BG ☐ EMD value: Rs. _____

BG/ e-BG No. _____ Dated _____ Valid up to _____ Claim period upto_____

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

BC No. _____ Dated _____ Drawn on_____ Valid up to _____

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

Yes ☐ Valid Up to _____.

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

Yes ☐ Valid Up to _____.

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

Submitted. ☐ Submitted for the years:
1. _____
2. _____
3. _____

7.0 Fresh Solvency Certificate from your Bankers (Date of issue of this certificate should not be earlier than one year from the date of opening of Techno-commercial Part). **Not Applicable**
Submitted. ☐ Certificate dated _____
From (Name of Bank) _____

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

Submitted. ☐

9.0 **Details of Present / Concurrent Commitments** in the proforma enclosed in the proforma enclosed in the Bidding Document **(where ever applicable)**.

Submitted. ☐

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

Submitted. ☐ Ref.: _____

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

Submitted. ☐ Ref. _____

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

i) Submitted ☐ Ref. _____

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

Yes ☐ Ref. _____

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

Yes ☐ Ref. _____

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

Yes ☐ Ref. _____

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

Submitted ☐ Ref. _____

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

Submitted. ☐ Ref. _____

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

Submitted. ☐

16.0 Declaration regarding relationship with client's Director

Submitted. ☐

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

Submitted. ☐

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

Submitted. ☐ Ref. _____

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

Submitted. ☐ Ref. _____

20.0 Exception and Deviation Statement in the proforma enclosed.

Submitted. ☐

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

Submitted. ☐ No. of copies submitted: _____

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

Submitted. ☐

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

Yes. ☐

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

ANNEXURE-C27

APPENDIX FOR DOCUMENTS TO BE SUBMITTED BY BIDDER

Sl. No.	Contents		Page Nos.
1	DD / Banker's Cheque /MSME / NSIC / UAM		---- to ---
2	**i) Work Orders for technical PQC criteria with scope of work and BOQ**	**ONLY FOR OPEN TENDER**	---- to ---
	ii) Completion Certificate		---- to ---
	iii) Amendment Copy ,if applicable		---- to ---
3	i) Balance Sheet and Profit & Loss statements of last 3 financial years **(Audited by C.A)**		---- to ---
	ii) Bank Solvency of last financial year **(Not applicable)**		---- to ---
4	i) PF		---- to ---
	ii) ESI		---- to ---
	iii) PAN		---- to ---
	iv) PAN based GSTIN		---- to ---
	v) Power of Attorney /ownership/Certificate of Incorporation		---- to ---
	vi) Affidavit of No Litigation **(Original)**	ONLY FOR OPEN TENDER	---- to ---
5	i) Forwarding Letter & Undertaking (ANNEXURE-C1 of NIT)		---- to ---
	ii) Mandatory Information of the Bidder (ANNEXURE-C2 of NIT)		---- to ---
	iii) Exception / Deviation statement to the tender terms & conditions (ANNEXURE-C3 of NIT)		---- to ---
	iv) Declaration by the bidder (ANNEXURE-C4 of NIT)		---- to ---
	v) Undertaking of downloading of tender document (Annexure-C5 of NIT)		---- to ---
	vi) Details of Present / Concurrent Commitments of the tenderer (ANNEXURE-C8 of NIT)	**ONLY FOR OPEN TENDER (where ever applicable)**	---- to ---
	vii) Bank Mandate Form for e-payment (Annexure-C10 of NIT)		---- to ---
	viii) SAC Code (Annexure-C18 of NIT)		---- to ---
	ix) Declaration of Relatives (Appendix – C19 & C20 of NIT		---- to ---
	x) Anti-Profiteering Declaration Format, To be submitted with Bid (Annexure-C30 of NIT)		---- to ---
	xi) Declaration by the Bidder for Implementation of Integrity (Annexure-C32 of NIT)	**ONLY FOR CASES WHERE INTEGRITY PACT IS NOT APPLICABLE**	---- to ---
6	Pre-Contract Integrity Pact (Annexure-C21 of NIT)		---- to ---
7	Preference to Make In India(Annexure-A09)		---- to ---
8	Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (Annexure-A10)		---- to ---
9	Works orders with amendments (if any) as documentary proof for Present / concurrent commitment	**ONLY FOR OPEN TENDER (where ever applicable)**	

NOTE –

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

Annexure-C28

NO DUE CERTIFICATE

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

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

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

for National Aluminium Co. Ltd.

Date: Signature.
Name:
Designation:
Department:

.....

NO CLAIM CERTIFICATE

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

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

for National Aluminium Co. Ltd. for Contractor

Date: Signature
Name:
Designation:
Department:

Signature
Name:
Seal:

Annexure-C29

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

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

(Signature of EIC/MIC)

Name:
Designation:
Dept:
Date:

(Signature of HOD)

Name:
Designation:
Dept:
Date:

Annexure-C29 A

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

Integrated Management System

CONTRACTS DEPARTMENT

Title: **PARTIAL WORK COMPLETION CERTIFICATE**

Doc. No.: F-25 / CNT/ IDPM/ 02 **Issue No: 002** **Rev. 02** **Page 111 of 1**

Effective Date of format:17.08.2022

Sl. No.	Description	Details	
01	**Name of the Work**		
02	**Work Order Reference No. & Date**		
03	**SAP Purchase Order No**		
04	**Name of the Contractor & SAP Vendor code**		
05	**Contract Period**	**From**	**To**
06	**Amended Contract Period**	**From**	**To**
07	**Contract Value (excluding GST) (Rs.)**		
08	**Final Amended Contract Value (in Rs.)**		
09	**Date of Actual Commencement of Work**		
10	**Value of the partially completed work (excluding GST) (Rs.)**		**As on Dt:**

Certified that the performance of the contractor till date is satisfactory. This partial work completion certificate is being issued to the contractor, as per their request vide letter No…….. dated ……

(Signature of EIC/MIC)

Name:
Designation:
Dept:
Date:

(Signature of HOD)

Name:
Designation:
Dept:
Date:

Annexure-C30

Format:- (To be submitted with BID)

ANTI-PROFITEERING DECLARATION FORMAT

To whomsoever it may concern.

I, Mr. _____, Proprietor/_____(other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while giving this quotation to 'Nalco' against Tender No. _____ Dt._____, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

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

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

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

Date: _____

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

Annexure-C31

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

ANTI-PROFITEERING DECLARATION FORMAT

To whomsoever it may concern.

I, Mr. _____, Proprietor/_____ (other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while executing the Order No. _____ Dt._____, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, have not made profit out of reduction in Input Tax benefits where ever applicable and reduced Tax charged to 'Nalco' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I also declare that "Commensurate benefit of reduction in rate of tax or benefit of input tax credit in the Purchase Order / Work Order / Contract No…….. Dt……..... has been passed on to NALCO."

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

Date: _____

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

Annexure-C32

Declaration by Bidder for Implementation of Integrity

Tender Ref:_____

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

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

Yours faithfully

(Authorized signatory of the Bidder)
Date:

Annexure-C33

For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of NALCO (beneficiary) are as under :

(i)	Income Tax PAN	AAACN7449M
(ii)	Name	National Aluminium Company Limited
(iii)	Date of Incorporation	07.01.1981
(iv)	Email ID	rajesh.sarkar@nalcoindia.co.in
(v)	Contact Number	**9437003807**
(vi)	Legal constitution	Entity
(vii)	Registered office address	Nalco Bhawan, P/1, Nayapalli, Bhubaneswar
(viii)	Registered office address pin code	751013
(ix)	Communication address	Nalco Bhawan, P/1, Nayapalli, Bhubaneswar
(x)	Communication address Pin Code	751013
(xi)	Beneficiary Bank Account number	**10657908589**
(xii)	IFSC Code	SBIN0008279
(xiii)	Business Unit Code for EMD BG	1300
	For Other BGs	1300
(xiv)	Tender doc ref No./Contract Ref No.	**CPP/T&C/862/MC-5680/NIT/2026/562562**

GENERAL CONDITIONS OF CONTRACT (GCC)

(Enclosed separately with this Tender)

****

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Mr RAJESH SARKAR, Dy.General Manager (CERAMIC), T&C, CPP, NALCO, ANGUL

Name of Work:REHABILITATION OF CONCRETE STRUCTURES OF CHIMNEY-4 & 5 AT CPP

Contract No: MC-5680

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.00	**Scaffolding/ Platform** : The platform system for the entire work which will assist in repair, rehabilitation and inspection of the entire external surface area shall be designed suiting the job requirement including the wind velocity etc. with all safety requirements, and arranged by the agency. The system may consist of scaffolding, suspended platform system, cradles, temporary lifts or combination of such systems meant to give Safe access for inspection and Safe repair working of the entire surface area throughout all heights of Chimney(From Zero mtr to 220 mtr). The rate is inclusive of providing design and drawing after getting approval from government agencies (like IIT, NIT, Universities etc,). The rate is also inclusive of providing and removal of the moving platforms after completion of work. 90% of the rate shall be paid upon installation and testing of the system by competent person/agency. 10% of the rate shall be paid after removing the moving platforms upon completion of work. (Payment shall be made against the 90% amount, on pro rate basis for installation of the system partly as per the requirement of the site for repair/painting at/up to any particular height).	2.00	Lump sum		**0.00**	INR Zero Only

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QUOTE ON E ONLY.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
2.00	**Chipping/Removing of concrete** :Removing/ chipping upto average 40mm depth, 500mm on either side of horizontal & vertical cracks of chimney stack and cleaning of existing loose concrete carefully by manual or low impact frequency hammer without damaging the existing concrete including cleaning the surfaces by compressed air jet, wire brushes etc complete. The debris will be disposed upto lead of 500m. The entire surface will be checked by light hammering (using 1 Kg hammer) for detection of loose concrete. Edges of chipped patch will bear vertical/reverse cut with minimum depth at edges as 10 mm. (Prepared patches to be got checked before applying bond coat). All loose/unsound concrete has to be removed to prepare well defined patch, all complete as per specifications and direction of Manager-In-Charge	3200.00	SQM		**0.00**	INR Zero Only
3.00	**Nipples for Grouting** : Providing and fixing/ inserting 12mm dia NRV galvanized steel injection nipple upto 150 mm long in honeycomb area and along crack line including drilling of holes of required diameter (upto 25 mm) up to a depth of 80mm at required spacing and making the hole & crack dust free by blowing compressed air, sealing the distance between injection nipple with adhesive epoxy chemical of approved make & allow it to cure and subsequent cutting & removal of the same after grouting is completed, all complete as per specifications and direction of Manager-In-Charge. Epoxy putty : Nitocote VF (Fosroc) or equivalent#	9200.00	NO		**0.00**	INR Zero Only
4.00	**Epoxy Injection Grouting** : Providing and injecting two component Low viscosity Epoxy grout (<350 centipoise (cps)) of approved make in proportion recommended by the manufacturer into cracks/ honey-comb area of concrete by suitable gun/ pump at required pressure all complete as per manufacturer's specifications and direction of Manager-In-Charge. (The payment shall be made on the basis of actual weight of approved epoxy grout injected) Epoxy Injection Grout : Nitofill EP LV (Fosroc) or equivalent	5600.00	KG		**0.00**	INR Zero Only

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NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
5.00	**Derusting/Cleaning of Reinforcement** : Providing and Cleaning of rust from reinforcement bars including from behind the bars to give it totally rust free finished steel surface as per requirement, by using chemical rust remover of approve make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per the manufacturer's specifications and direction of Manager-In-Charge. For measurement, surface area of repair work will be taken.Chemical rust remover: Reebaklens RR (Fosroc) or equivalent	3200.00	SQM		**0.00**	INR Zero Only
6.00	**Anticorrosive treatment** : Providing and applying two coats Anticorrosive treatment to exposed reinforcing bars using anticorrosive product of approved make after cleaning the corroded steel bars (manually/ with rust remover) and drying, all complete as per manufacturer's specifications and direction of Manager-In-Charge. For measurement, surface area of concrete repair work will be taken. Anticorrosive treatment: Nitozinc Primer (Fosroc) or equivalent	3200.00	SQM		**0.00**	INR Zero Only
7.00	**Corrosion Inhibitor** : Providing and applying Corrosion Inhibitor of approved make including necessary surface preparation as per manufacturer's specification on areas demarked by Manager in Charge. For measurement, patch area of repair work will be taken.Corrosion Inhibitor: FerroGard-903 (Sika) or equivalent	3200.00	SQM		**0.00**	INR Zero Only
8.00	**Steel Reinforcement** : Steel reinforcement for RCC repair work including transportation from Nalco store, straightening, cutting, bending, placing in position, fixing into the concrete surface by drilling holes by suitable means & anchoring by injecting with suitable epoxy resin hardening system, binding etc. all complete at all heights, as per specifications and direction of Manager-In-Charge.(Reinforcement steel will be issued free of cost at NALCO stores.)	1400.00	KG		**0.00**	INR Zero Only

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Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
9.00	**Epoxy Bond Coat** : Providing and applying structural grade two component epoxy bond coat of approved make prior to application of any type of mortar to ensure bond between old and new concrete by brush application including necessary surface preparation such as cleaning, air blowing etc. all complete as per manufacturer's specifications and direction of Manager-In-Charge.(For measurement, patch area of repair work will be taken.) Epoxy resin Bond : Nitobond EPstandard (Fosroc)or equivalent	3200.00	SQM		**0.00**	INR Zero Only
10.00	**Polymer Modified Mortar** : Building up the profile of structural members to required level, providing & applying ready mixed chemically modified fibre reinforced polymer mortar of 40mm average thickness in 2-3 layers of 10-15 mm thick layers each, applying bond coat between successive/ each layers including levelling & profiling complete as per manufacturer's specification and directions of Manager-In-Charge. Proper curing shall be done for the repair work. Gunny bags may be used for effective curing. Glass fibres @ 1Kg/cum of (Gujcon/Osnar or Equivalent) may be added to reduce shrinkage and to achieve homogeneity in PMM mix as per requirement. 70.2x70.2x70.2 mm cube shall be taken as representative samples to achieve 28 days compressive strength of minimum 40 MPa at 28 days of curing in water, all complete as per manufacturer's specifications and direction of Manager-In-Charge. Polymer Modified Mortar: Renderoc SP40 (Fosroc)or equivalent	3200.00	SQM		**0.00**	INR Zero Only

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NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
11.00	**Wrapping System** : Supplying & Applying to Strengthen the concrete@ 500mm on either side of the horizontal & vertical cracks with single layer of non metallic composite fibre wrapping system (1m wide) comprise of uni-directional E -glass fibre sheet (900 GSM) and compatible epoxy saturant, by wet layer system including, Surface preparation: Grinding/ moulding concrete substrate, cleaning it with wire brush removing oil, laitance if present, rounding sharp edges to min 25 mm radius etc. complete.Profiling: Applying compatible primer on prepared substrate, Filling the holes and uneven surface with thixotropic putty etc. complete Wrapping: Wrapping the fibre sheet to structural element at desired orientation using tamping roller to avoid any air voids etc. Sand pasting: Applying second coat of saturant after min. 12 hrs, rectify air voids if any paste the river sand on it to make surface rough to take further finishes and plastering the surface after complete curing using 10 mm thick Polymer Modified Mortar as per specification mentioned at Item-10 above, to give uniform finish. (Rate of 10 mm Polymer Modified Mortar is included in this item), all complete as per manufacturer's specifications and direction of Manager-In-Charge.Mode of measurement: Per sq mt of glass fibre sheet consumed and not surface area) Wrapping System: TYFO Fiber wrap of M/s FYFE & Co./ GOLD BOND 1893 of M/s Krishna Conchem Products Pvt. Ltd or equivalent	4000.00	SQM		**0.00**	INR Zero Only
12.00	**Protective Coating on external surface** : Providing and applying Elastomeric, Anti carbonation, Anticorrosive, UV resistant, Solvent based Pure Aliphatic Acrylate System- on the exterior faces of Chimney conforming to ASTM D 4541-02 having Electrochemical impedance of 107 # and achieving dry film thickness of minimum 200 microns in a primer coat followed by two top coats in alternating bands of aviation orange (or red) and white or any other approved shed (s)as per drawing/instruction using brush or spray application. Before applying the protective coating on RCC walls and the outer wall surface as well as the internal exposed areas including the staircase and metal railings and platforms shall be cleaned by scrubbing with hard steel brush to remove loose particles, oil, grease,disintegrated concrete, deposited smoke and dust particles etc. all complete as per manufacturer's specifications and direction of Manager-In-Charge.Protective Coating: MONOPOL 456 of M/s Krishna Conchem Products Pvt. Ltd or equivalent	15400.00	SQM		**0.00**	INR Zero Only

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NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
13.00	**Protective Coating with IPNet system** : For the top 30m part of the chimney, Providing and applying protective coating to RCC structure using Epoxy-phenolic IPNet three coat system including priming coat, intermediate coat and polyurethane top coat conforming to specifications of BS-88R and IRS-Concrete Bridge Code, in alternating bands of aviation orange (or red) and white or any other approved shed (s)as per drawing/instruction using brush or spray application after thorough surface preparation i.e. cleaning the surface free of loose particles / deposits and with contractor#s labour, materials, equipment#s, etc. Total dry film thickness of minimum 200 microns, all complete as per manufacturer's specifications and direction of Manager-In-Charge.Protective Coating: IPNet of M/s Krishna Conchem Products Pvt. Ltd or equivalent	2200.00	SQM		**0.00**	INR Zero Only
14.00	**Fabrication of steel structures** : Fabrication of steel structure in single or built up sections made out of all types of steel sections for repair of damaged operating platforms, railings, gratings & cage ladders etc. including carting from NALCO store, cutting, welding, grinding, brushing, cleaning the surface, return of surplus,scrap steel to NALCO stores/ scrap yard etc including the cost of all transportation,labour,consumables, tools etc., all complete at any elevation as per the specifications and direction of the Manager-in-charge. (Structural steel will be issued free of cost at NALCO store)	50.00	MT		**0.00**	INR Zero Only
15.00	**Erection of steel structures** :Erection of steel structure in single or built up sections made out of all types of steel sections for repair of damaged operating platforms, railings,gratings & cage ladders etc. including the cost of welding, bolting, consumables, labour, tools, hoisting arrangement, transportation, cutting grooves/ holes for proper alignment etc all complete at any elevation as per the specifications and direction of the Manager-in-charge	50.00	MT		**0.00**	INR Zero Only

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NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
16.00	**Dismantling of steel structures** : Dismantling of damaged/ corroded steel structures made up of all types of single or built up sections by necessary gas cutting/mechanical cutting/ debolting, chiselling, hammering, cutting groove, making holes if necessary, removing and carefully lowering down the dismantled structural steel members of the operating platforms, railings, gratings & cage ladders etc. from all levels, stacking properly the serviceable materials for reuse and disposal of unserviceable materials to designated areas (scrap yard) after weighment at weigh bridge, all complete for all elevation as per the specifications and directions of the Manager-in-charge	50.00	MT		**0.00**	INR Zero Only
17.00	**Epoxy coating on steel structure** : Providing and applying self priming surface tolerant Epoxy coating (two or more coats) of any approved shade, prepared and applied as per manufacturer's specifications on steel structure including necessary surface preparation like water washing, solvent cleaning (if required), power tooling/ hand tooling to clean the surface from loose dust, dirt, pill out paint, rust or any other foreign materials including the cost of all materials, labour, scaffolding etc. & removal of the scaffolding after the painting is over all complete at all elevation as per specifications and directions of M-I-C.Epoxy coating: Rust-O-Cap MIO of Asian paints or equivalent	3000.00	SQM		**0.00**	INR Zero Only
Total in Figures					**0.00**	INR Zero Only
Quoted Rate in Words					**INR Zero Only**	

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